



VoIP – Acceptable Use Policy

The intent of Quality Switzernet Sarl's Acceptable Use Policy (AUP) is improving the use of the Switzernet Sarl's services by proactively preventing unacceptable use in order to provide high availability services and to ensure that Switzernet Sarl complies with all relevant Swiss laws.

It is the responsibility of all customers of the Switzernet Sarl to ensure that they comply with the latest edition of the AUP at any given time.

General conditions of Switzernet Sarl are part of AUP:

switzernet.com/public/090506-general-conditions/en.pdf

Switzernet Sarl reserves the right to revise, amend, or modify this AUP and our other policies and agreements at any time and in any manner, at the sole discretion of Switzernet Sarl.

TERMS AND CONDITIONS

Those are terms and conditions in addition to our main General conditions:

switzernet.com/public/090506-general-conditions/en.pdf

1. Services Provided

SWITZERNET SARL provides VOIP service which empowers the Customer the ability to make local, domestic long distance and international telephone calls as well as receive calls using software or hardware.

2. Service Outages Beyond our Control

- a. service Outages due to Internet outage, electric outage or termination of Broadband or ISP service, or disasters beyond our control.
- b. Service outages due to ISP or Broadband provider blocking ports needed to provide VOIP service to user. You acknowledge that SWITZERNET SARL is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service that may result. In the event that you lose service as a result of blocking of ports or any other impediment to your usage of the service, you will continue to be responsible for payment of the service charges unless and until you terminate the service in accordance with the contract you have signed.

3. Private Use of Service and Device (Fair Use)

If you subscribe to SWITZERNET SARL's Private account type, the service is provided to you solely for private use if you are signed up for private account type.

NO BUSINESS PURPOSE WHATSOEVER SHALL BE DEEMED A VALID USE OF THE PRIVATE ACCOUNT TYPE and SWITZERNET SARL reserves the right to immediately modify your service if we determine, in our sole and absolute discretion, that your use for the Service is, or at any time was, inconsistent with normal private usage patterns. Utilization of the Service for a business purpose may only be accomplished through SWITZERNET SARL's Business account type.

4. Prohibited Use

a. Unlawful. You shall use the Service and the Device only for lawful purposes. SWITZERNET SARL reserves the right to immediately terminate your Service if, in our sole and absolute discretion, SWITZERNET SARL determines that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the contract term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your service.

5. Service Availability

To access SWITZERNET SARL's Services, the Customer must have access to an internet connection as well as one of the following: (i) a computer with speakers and microphone; or (ii) a headset or (iii) VoIP device. SWITZERNET SARL will not reimburse the Customer for any extra charges assessed by Customer's internet provider as a result of using their services to access SWITZERNET SARL's Services. Your account is not "monitored" for inactivity and we do not assume that you wish to cancel if you have not used your account.

6. Rates

SWITZERNET SARL'S rates are listed on its Website. You are responsible for checking all applicable rates/promotions before making any calls using SWITZERNET SARL's services. Please note that rates for calls to certain numbers (e.g., mobile/special service numbers) may be higher than rates for calls to other numbers within the same country.

SWITZERNET SARL RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY ITS RATES, SURCHARGES, AS WELL AS ANY OTHER FEES COLLECTED BY OR PAID TO SWITZERNET SARL UNDER THE TERMS OF THIS AGREEMENT.

7. Email Notification

The Customer is responsible for both maintaining a current and operational e-mail address and for reading all email notices from SWITZERNET SARL. It is expressly understood by you that the e-mail notification will be the only manner by which SWITZERNET SARL will communicate with you regarding updates to its services and information pertaining to your Account. You may also view information regarding your Account by logging into your Customer interface on the SWITZERNET:

<https://account.switzernet.com/index.html>

8. Irresponsible usage

You must refrain from transferring any illegal material or engage in unlawful activities via your use.

Illegal Use: As a user of Switzernet Sarl, you agree not to use the service in a manner that violates any local, state or federal law.

Harm to Others: Using the services to harm others, including but not limited to minors.

Threats & Harassment: You agree not to use the service for abusive, profane, libelous, slanderous, threatening or otherwise harassing calls.

Fraudulent Activity: Using the service to make or participate in fraudulent activity including financial scams.

Copyright or Trademark Infringement: Using the service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of a third party.

Collection of Personal Data: Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Reselling the Services: Reselling the Services without switzernet.com authorization.

9. Security and privacy

Login names and passwords must be kept secret and not be communicated to any third party. Switzernet Sarl must be notified immediately if they are compromised. If a customer forgets or loses their password, they will need to contact support to have it changed or change through customer interface.

Customers are responsible for all traffic that is sent from their phone systems, handsets or softphones WHETHER OR NOT CUSTOMER HAS AUTHORIZED SUCH USE. AS SUCH, SWITZERNET SARL CANNOT BE HELD RESPONSIBLE FOR FRAUDULENT CHARGES OR ACCESS THAT RESULTS FROM THEFT OF CUSTOMERS ACCOUNT OR CREDIT CARD.

If Switzernet Sarl finds malicious traffic emanating from a customer's system, Switzernet Sarl has an obligation to our other customers to take urgent measures to block that traffic.

Switzernet Sarl understands that in many cases a customer may not be responsible for or aware of the problem, and therefore Switzernet Sarl will work with the customer to resolve the issue as efficiently as possible to restore normal service.

10. Non-Specific

Customers may not mount an attack, by whatever means, against our system, or any other systems. Switzernet Sarl reserve the right to suspend accounts or access to the network during investigation or suspected or potential abuse of this policy.

Users may not run any program that monitors network packet data or any program that compromises the privacy of network traffic.

11. Force Majeure

SWITZERNET SARL shall not be liable for its failure to perform its obligations under this agreement if such failure is the result of a force majeure, including but not limited to acts of God, fire, strikes, explosions, power failure, earthquake, flood, water, labor disputes, terrorism, failure of any satellite or other connecting telecommunications or internet facilities, or any other matter beyond the reasonable control of SWITZERNET SARL.

12. Use

Customer agrees to use SWITZERNET SARL's service in a lawful manner, which is consistent with the terms and conditions of this Agreement and all applicable federal, state and local laws and/or regulations.

SWITZERNET SARL reserves the right to immediately, and without notice, terminate, or otherwise discontinue, a Customer's Account in the event it determines that a Customer has violated any such term, condition, law and/or regulation.

13. Online Acceptance

Since signing up for SWITZERNET SARL's services is an online transaction, it is understood between SWITZERNET SARL and the Customer that online acceptance of this Agreement will carry the same legal authorization as if the Customer is providing a handwritten signature of acceptance.