

## Acceptable Use Policy – Voice Services

Your Agreement with Microtalk Europe Ltd requires that you comply with all local regulatory, legal and best practice requirements.

This notice is to draw your attention to some of the requirements regarding outbound calling in order to help you to comply (this is not intended to be an exhaustive list).

### **United Kingdom**

If you do not comply with the requirements you risk service suspension and fines from the local regulators (the maximum fine for misuse of the UK network is £2,000,000). HomeServe was fined £750,000 for making 14,756 abandoned called in 2 months:

<http://media.ofcom.org.uk/2012/04/19/homeserve-fined-750000-for-silent-and-abandoned-calls/>

- **Presentation CLI**

- When making calls to numbers, your equipment must present a local landline or freephone number as the presentation CLI. This must be set up in your equipment if you are connected to Microtalk via a SIP Trunk.
- If the customer calls that number you must answer.
- Microtalk can provide these numbers if required or can force the presentation CLI if you are in any doubt as to how to set up your own equipment.

- **Do Not Call Numbers**

- You must clean your calling data against Do Not Call databases for the country you are calling – you may not make any sales or marketing calls to numbers that have opted out or receiving those types of calls.
- For the UK this is the Telephone Preference Service.

- **Valid Numbers**

- You may only call valid phone numbers.
- You may not use Microtalk systems to build databases of numbers or to test the validity of numbers.

- **Abandoned calls**

- You may not have an abandoned call rate of more than 3% in a 24 hour period
- Calls must ring for a minimum of 15 Seconds before being abandoned
- If the call is answered and not immediately connect to a live agent, you must play a message which must include the identity of the organisation on whose

behalf the call was made and an in-country contact phone number (landline or freephone) and the cost of calling that number

- You may not dial the same abandoned number within 72 hours with a repeat call
- **Automated calls** (e.g. broadcast messages)
  - UK regulations prohibit companies from making of automated calls for direct marketing purposes to subscribers who have not specifically consented to receiving automated direct marketing calls from that company.
  - This rule applies regardless of whether the subscriber is registered with the TPS.
- **Opt-Out**
  - Your processes and systems must include the option for the people you call to opt-out of further calls.
- **Other Requirements**
  - You may not encourage customers to call any premium rate numbers (through CLI presentation or recordings) or be involved in any other activity which may be to the disadvantage of the person you are calling.
  - You must keep 6 months of records to demonstrate compliance if investigated
  - Our network suppliers expect to see Answer Seize Ratios above 60%. If your traffic statistics fall below this then we risk losing our suppliers and will be forced to suspend services to you.
- **Further Information Sources**

<http://stakeholders.ofcom.org.uk/binaries/consultations/silentcalls/SilentCalls.pdf>

<http://www.tpsonline.org.uk/tps/index.html>

<https://ico.org.uk/media/for-organisations/documents/1555/direct-marketing-guidance.pdf>

## **United States of America**

By using Microtalk services you agree to (i) not alter, conceal, modify, delete, re-originate or re-classify originating calling party information, originating ANI, originating point codes, nature of address, other signaling information, or call detail in any manner; (ii) not make long distance traffic appear to be local traffic or local traffic appear to be long distance traffic; (iii) not use Voice over Internet Protocol ("VoIP") technology to improperly avoid terminating charges based on the originating and terminating jurisdiction of each call; (iv) not prevent or inhibit another carrier or a terminating local exchange carrier from identifying a call for the purpose of assessing the appropriate terminating charge; (v) require any underlying carriers or customers routing Traffic to comply with applicable law; or (vi) not route domestic traffic to points outside of the United States to improperly avoid intrastate terminating access charges. Any violation of this Section constitutes a material breach of the Agreement between you and Microtalk.

You represent and warrant that you are aware of and federal and state laws and regulations relating to telemarketing, bill collection, dialing and transmission of calling party telephone numbers, including, but not limited to, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Truth in Caller ID Act of 2009, and the Fair Debt Collection Practices Act (along with any related agency regulations and applicable court decisions interpreting such laws and regulations), and agrees that any Services purchased from Microtalk will be in compliance with those laws and associated regulations. You hereby agree to indemnify, defend, and hold harmless Microtalk and its respective stockholders, directors, officers, employees, partners, members, managers, agents, representatives, predecessors, successors, and permitted assigns from and against all third-party claims, lawsuits, actions, demands, penalties, fines, sanctions, damages, losses, costs, expenses, and attorneys' fees arising out of or relating to your compliance with such laws, regulations and applicable court decisions related to telemarketing, bill collection, dialing and transmission of calling party telephone numbers. This obligation is in addition to any other duties you may have to indemnify Microtalk. Upon receipt of a complaint that your use of the Service is not in compliance with the above requirements (e.g., Service is being used to call telephone numbers, including, but not limited to ANIs or Dialed Number Identification Service ("DNIS") representation of such telephone numbers, Microtalk reserves the right, but does not have an obligation, to block any and all calls to such telephone number(s). Microtalk's failure to block any such telephone number shall not relieve Customer of any obligations under this Agreement or diminish any of Sonic Communication's rights.

You agree to be solely responsible for any and all Traffic sent from your connection to Microtalk, and to notify Microtalk immediately of any unauthorized use of your account or other breach of security.

<https://www.donotcall.gov/>