

Telnamix Robo Call Mitigation Plan

Telnamix LTD
DBA Telnamix VoIP Solutions
4172 West 130th St.
Cleveland OH 44135

Officer Information

Nathan Holton - Partner
4172 West 130th Street
Cleveland OH 44135

Bradley Holton - Partner
4172 West 130th Street
Cleveland OH 44135

Business Process & Relation to Customers

Telnamix LTD or “Telnamix” is a small voice service provider totaling less than 100,000 lines of service across its customer base. Its customer base largely resides within the small business sector and has few medium business customers. Telnamix does not have direct access to phone numbers and does not operate its own public switching. Therefore it currently relies on upstream providers which are properly implementing STIR/SHAKEN protocol to provide voice services and numbers. Telnamix acts as a Value Added Reseller that pairs voice (through wholesale accounts it holds) with licensed PBX software and its own Data Center and technology to provide customers with a seamless voice solution. Telnamix has not ever advertised its services beyond a light web presence. More than 95% of Telnamix customers have been referred by other customers or businesses it works with and because of this, Telnamix knows its customers very well. Telnamix has had a physical presence and meeting with nearly every customer and does not cater to or allow automated activations of its service. Telnamix technicians handle every activation manually. It is anticipated that as Telnamix grows, some of these circumstances may change causing its policies and guidelines related to robocall mitigation to adjust and evolve.

In order to comply with “Know Your Customer” and ensure that Telnamix has accurate and up to date information, Telnamix is requiring that every customer existing or new, resubmit and sign standardized information request forms or face immediate service suspension. This form will be included in the standard start up packet that new customers must fill out and sign before activation. Additionally, the customer will agree to notify us of any changes that effect previously collected data, business status or nature of business. Telnamix will annually send the information and updated terms to customers requesting that they update the information or agree that there have not been any substantial changes related to the requested data.

Requested data includes the following:

Legal Business Name, any registered DBA's and/or Trade Names, Primary Nature of Business, Federal Tax ID Numbers, State ID number(s) for relevant addresses. Service address(es) of all locations serviced by Telnamix along with Local Contact for person(s) managing telecommunications at each address. Contact information (Name, direct phone number, email address, physical address) for business owner or other responsible party for entire organization, direct individual contact for traceback information requests, and a signed commitment and agreement to Telnamix's Service Contract and Terms of Services. This also includes customer agreement to comply with any data requested related to traceback requests without subpoena or other legal intervention. Any outbound call center, regardless of size will be required to provide a planned use of our systems and if any automated dialing systems will be used. Customer must provide a written description of how its automated systems comply with guidelines and how these systems are audited to verify that improper calls are not being made. Customer must receive written approval from Telnamix before implementing these systems and agree to immediate cooperation with tracebacks upon request.

Customers who do not agree to these terms or comply with information requests will be subject to immediate suspension and total account termination after 30 days. Customers found to be violating their own description, any applicable laws or guidelines, will be subject to immediate suspension of service and/or termination of their account if proper remediation is not completed immediately.

Contractual Compliance Enforcement

Telnamix has inserted multiple terms into its standard service agreement that contractually enforce the need to comply with mitigation efforts that are applicable to Robocalling or other illegal outbound call activities. The terms and their applications are as follows:

Term 2:

Customer agrees that the product is owned by Telnamix and that any breach of the agreement between Telnamix and the customer will lead to the customer's access to the system being ceased. This allows Telnamix to suspend or terminate services for breach of any other term in the agreement.

"To assist Customer, Telnamix may permit Customer to utilize and access Telnamix PBX software under a limited license in exchange for a timely monthly service fee. Customer agrees that Telnamix retains all ownership unless otherwise stated of PBX software and any upgrades or modifications thereof, even if done so by the customer. Customer agrees to waive any present or future ownership and intellectual property rights of said software or any modification thereof. Customer acknowledges that any breach of this agreement, including late payments, will lead to Telnamix to cease Customer's access to PBX software or other systems provided by or through Telnamix."

Term 3:

Customer expressly allows Telnamix access to the system and the data within at any time. Customer also agrees that it will not prevent Telnamix accessing the system. Customer also agrees that it will not modify the system in a way that changes normal function without Telnamix consent. This is important as the system is not natively capable of outbound robocalling and any implementation of such would be in violation to Term 3.

“Customer expressly allows Telnamix to access Telnamix software and Customer data contained within at any time for general management, service issues, updates, troubleshooting, or to comply with any law enforcement requests. Customer agrees that it will not ever prevent Telnamix from access. Modifications or third party add-ons that either prevent Telnamix access or modify the normal functions of the system require written consent from Telnamix prior to modification. The parties agree that any disruption of Telnamix access to PBX or unapproved modification by Customer is a breach of contract. Customer is responsible for the cost of returning access or normal function to the system or the value of the software, at Telnamix’s choosing.”

Term 10:

Customer is notified that use for unsolicited telemarketing is strictly prohibited and will result in immediate service suspension and/or account termination.

“Use of Telnamix’s services for telemarketing, broadcast faxing, delivery of unauthorized or unsolicited advertising, promotional materials, or solicitations is strictly prohibited. Failure to abide by these terms will result in immediate account termination and Telnamix’s duties to perform according to this agreement.

Term 13:

Informs customer that any violation of Federal, State, or local law will result in notifications to proper law enforcement authorities.

“Telnamix will contact or cooperate with law enforcement, court, and other government agency officials if any criminal activity is suspected, which may include the disclosure of Customer information to said entities”

Term 18:

This term specifically addresses robocalling and other outbound calling efforts and how they should be treated, starting with approval process all the way through a handling of a potential traceback request.

“The use of automated outbound dialing systems is generally prohibited by Telnamix. The use of these systems may be permitted with prior written authorization from Telnamix. To request permission for use of these systems you must email compliance@telnamix.com and receive written approval from an officer of the company or the compliance department. Authorized systems must follow FCC rules and guidelines as well as any federal, state, or local laws or guidelines that are applicable. Telnamix may use customer call data to verify compliance at its own discretion or when triggered by request from an authoritative party. It is the duty of Telnamix to immediately act if we find or suspect any laws or guidelines are being broken. Telnamix will comply with and provide customer information and/or call data to any requesting law enforcement agencies, government bodies, or any other authoritative parties. Customers found to be in violation of policies, laws, or guidelines related to outbound marketing, robocalling, or any other unlawful activity will immediately be subject to suspension and/or termination of all services provided by Telnamix. Suspension or Termination may result in permanent loss of access or data related to services provided by or acquired through Telnamix. Appeals may be made through compliance@telnamix.com . Telnamix may request information from the Customer related to specific phone calls to determine legality in order to avoid suspension or termination of accounts. Customer agrees to provide requested information or be subject to suspension of service while review is completed. Suspension and review may result in the termination of the customer account. By engaging in outbound call center efforts, customer agrees to comply with information requests related to any traceback requests received without subpoena or other legal intervention”

Caller ID Based Blocking for Clients

Telnamix provides 2 ways for clients for customers to block inbound calls from individual numbers if they are an issue. The simplest and lowest effort is for the customer to simply email support@telnamix.com any request related to caller blocking. The customer then receives a ticket number and a follow up response when the request has been created. On the Telnamix side, we login to the customer’s PBX and manually enter the number for the requested block.

Alternately, all customers are provided with an administrative login where they may go in and block phone numbers as well as complete many other administrative tasks within the phone system.

Both of these options are made available to clients free of charge without limit, along with free training on how to use them.

Robocall Technical Hurdles by Design & Process

Telnamix applies a very hands-on approach to its customers, equipment, and access provided to its customers. Telnamix does not permit full administrative access to its clients within its hosted PBX network. Access is restricted to named user accounts and full administrative privilege to both the PBX and Operating System are limited to Telnamix staff. This means that clients do not have access to see how their PBX connects to the PSTN and they do not have the ability to modify it. This prevents the client from making modifications that would make it easy to support a robo dialer.

Detection of Suspicious Activity & Client Data Analytics

Having never received a complaint against a customer and never receiving a traceback request combined with how customers and their systems are managed, it is Telnamix's belief that it currently has very clean client traffic. This gives Telnamix the advantage of having a lot of historical data to use as a base in future detections of potential robocalling or other improper outbound dialing. The disadvantage is that having never had to test its data against a verified instance in its own client base, Telnamix can only go off the continued assumption that its analysis is working and will catch improper activities shortly after they are occurring. This means that Telnamix detection process will be evolving as detection thresholds are adjusted to make more accurate detections. Any future traceback requests that are received will help Telnamix increase accuracy within its metrics.

Beyond the technical burden placed on clients that road blocks the capability to perform robocalling, Telnamix's capability to detect potential robocalling relies on historical call detail records of all of its customers. Through these records, Telnamix analyzes terminated outbound call quantity vs number of subscribed access lines to determine outlier usage in its network. This quickly allows Telnamix to identify those that are statistical outliers with substantially more outbound call terminations than other subscriber lines. Once these outliers are identified, Telnamix looks at average call duration as the next identifier. High quantity of calls with a high percentage of short duration calls is a major identifier used in finding those involved in robocalling or other illegal outbound calling efforts.

STIR/SHAKEN Implementation

While Telnamix is targeting full STIR/SHAKEN implementation as soon as possible, it is eligible for the extension of STIR/SHAKEN requirements until 6/2023 based on having less than 100,000 subscriber lines.

Currently, Telnamix is using upstream providers that perform STIR/SHAKEN on all calls that are passed to their network from Telnamix PBX's. Although Telnamix is not currently performing its own signing, STIR/SHAKEN is still performed on all of its publicly switched traffic inherently by the providers it has selected. Each customer has an individually identifiable connection direct to

the upstream provider(s) which act similarly to the customer being a direct subscriber of the upstream provider. It is because of this method of connecting that all traffic is being fully authenticated regardless of Telnamix performing the authentication itself.

In order to become fully compliant with STIR/SHAKEN Telnamix has selected to use the services of TransNexus to perform analytics and fully implement the STIR/SHAKEN framework. As the use of TransNexus services require a new layer of equipment between our PBX's and our upstream providers, we are currently implementing our plan, placing equipment, fully testing the deployment, and will begin moving customers over to it as soon as we are confident that the additional equipment will not effect the service reliability that its customers are used to. It is the goal of Telnamix to complete this by 6/2022, nearly a year before the extension deadline.

Telnamix commits it will respond to any requests from the traceback consortium within 1 business day and will comply with those requests within a reasonable time frame. Telnamix has placed policies in its terms of service that contractually enforce customer compliance with these requests. Telnamix policy clearly states the following:

“Any call originated on the Telnamix network is subject to inspection and investigation if the call is suspected of being fraudulent, abusive, or illegal. Calls meeting any of these criteria will be blocked. If these conditions are repeated, becoming excessive, the subscriber may be disconnected from the Telnamix network and may be subject to further investigation by the FCC for enforcement of the TRACED Act and the subscriber may be subject to fines and penalties imposed by the FCC or the jurisdictional court.”

Protections Against Caller ID Spoofing

Telnamix only allows clients to send originating Caller ID Numbers that are sourced through Telnamix. Telnamix switching rejects and Caller ID that is not a match to numbers held within the clients inventory, making spoofing impossible for the client systems.

Non-gateway Intermediate Provider

Telnamix does not operate as an intermediate provider, it only offers VSP services directly to the end users. Telnamix verifies authentication headers on all received calls through other providers before terminating to it's end users. Telnamix also signs all calls from end users before sending to the PSTN.

Remediation and Enforcement Against Illegal Outbound Calling

If Telnamix detects a pattern of calling that appears to be robocalling or other noncompliant outbound marketing originating from a client PBX, Telnamix will compare the call records to the National Do Not Call Registry. If Telnamix is then able to identify calls to prohibited numbers, it

will then forward the call detail records to the customer requesting justification or documentation of consent that would allow these phone calls. It would then be up for manual review of customer submitted response and number of potential violations to determine if the customer is in violation of Telnamix terms of service and subject to suspension or termination. Furthermore, if found to be in violation of outbound calling laws, customer information and records will be forwarded to proper authorities and their accounts will be immediately terminated. Traceback requests from upstream providers will also trigger this process. As necessary, Telnamix may rely on third party analytics to assist in identification of these calls.

If Telnamix receives a traceback request or complaint from an upstream carrier, Telnamix commits to gathering all information within its network and forwarding it to the upstream carrier. Additionally, Telnamix commits to contacting its customer for immediate call justification and/or remediation of their calling efforts. Failure to comply or assist in investigation attempts will immediately result in suspension of the customer's account access and eventual termination of the customer's account per Telnamix's Terms of Service.

It is the belief of Telnamix that due to its hands on approach with customer implementation, their close relationship and education of clients, and technical limitations placed on customers and the systems they access that it would be difficult and/or not worth the effort of running a robocall or other improper outbound call campaign through its network and systems. Telnamix believes that it has processes in place that would detect potential instances of Robocalling if the customer were to find a successful way of completing such a campaign. Though Telnamix primarily commits to performing its own data analysis, Telnamix will contract to have a third party perform call detail analysis when necessary if it suspects its own processes may be failing to detect illegal call activity.

Telnamix may easily be contacted by emailing compliance@telnamix.com or calling 833-835-6269 and entering option 1 at the menu. From option 1, Telnamix staff can easily forward requests through to a staff member in charge of handling Traceback requests and other potential compliance issues.