

Robocall Mitigation Plan

Primary Business Address

RenterNET, LLC (“RenterNET” or “RenterNET USA”)
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Primary Contact

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Overview

In the Commission’s recent release, In the Matter of Call Authentication Trust Anchor, Sixth Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 17-97 (rel. March 17, 2023) (“R&O”) it is stated that all voice service providers (“VSPs”) must file robocall mitigation plans (“RMPs”) that, among other things, outline “reasonable steps” taken to avoid originating illegal robocalls.

In addition to the “reasonable steps,” the FCC requires that a RMP include:

- “know your customer” procedures;
- a description of any call analytics system used to identify and block illegal traffic; and
- whether a third-party vendor is used and if so, the name of the vendor.

The FCC previously stated that a RMP is sufficient if the detailed practices in the plan can reasonably be expected to significantly reduce the origination of illegal robocalls and the VSP complies with the practices it describes in its filing.

Purpose

RenterNET is a small MNP/VSP dedicated to stopping illegal calls from traversing the network and monitoring the calls coming into our network. As certified in the FCC’s Robocall Mitigation Database, RenterNET has fully implemented STIR/SHAKEN. In compliance with the R&O, RenterNET submits this RMP and certification.

Know Your Customer (“KYC”)

RenterNET is a small company, we have less than 500 current telephone customers at the time of this filing. We know our customers and understand their use cases.

When a Customer signs up for service we gather the following information related to the Customer:

- Owner Name
- Service Address
- Billing Address
- Contact Name

- Contact Email Address
- Contact Phone Number

After customers sign up for service from our portal, we contact them via a phone call to verify the account is legitimately being established by the property owner of record. As we primarily offer services to rental properties, we additionally reach out to any Property Management Agency managing the property receiving the services to verify the owner is legitimate. We perform the service installation at the client site ourselves, which allows us to further verify the usage intentions and legitimacy of the owner as the actual account holder.

Until we complete the proper verification of owner and usage intent, we do not allow inbound or outbound calls from the customers on our platform.

Know Your Upstream Providers

In accordance with the Commission's directive in Advanced Methods to Target and Eliminate Unlawful Robocalls Call Authentication Trust Anchor, Seventh Report and Order In CG Docket 17-59 and WC Docket 17-97, Eighth Further Notice of Proposed Rulemaking In CG Docket 17-59, and Third Notice of Inquiry in CG Docket 17-59 (Rel. May 19, 2023) ¶¶ 49-51, RenterNET provides the following information concerning its upstream voice service carrier.

RenterNET has a single upstream provider from which it receives voice traffic:

Sangoma US Inc
301 N. Cattlemen Road Suite 300
Sarasota, FL 34232
877-478-6471

RenterNET has a master service agreement with Sangoma US Inc, and has received assurances in writing from their officials that it has, and will continue to, sign calls transmitted to RenterNET, and will abide by the Commission's STIR/SHAKEN and robocall mitigation rules in all respects when providing voice traffic to RenterNET. RenterNET and its upstream provider has agreed to work together diligently to mitigate all illegal robocalls, including cooperating fully when receiving traceback requests.

Acceptable Use Policy ("AUP")

RenterNET maintains an AUP that subscribers must agree to before being permitted to use RenterNET's software and services. Among other things, the AUP prohibits:

- 1) Use with Auto-Dialer (or "Robo-Dialer"): Customer may not use the SIP Trunking Service with (or in connection with) an auto dialer (or "Robo-dialer"), which Provider will determine, in its reasonable discretion, based upon analysis of Customer's traffic patterns in the ordinary course of business.
- 3) If using "RenterNET Business Multi-Pack PBX" Voice Service, the following restrictions and limitations also apply:
 - a. Standard Business Use: The Service is provided for Standard Business Use for a single company only. RenterNET reserves the right to ensure that the Customer's use of the Service is consistent with Standard Business Use and otherwise complies with the Terms and Conditions. If RenterNET

determines that a Customer is not using the Service for Standard Business Use for a single company, RenterNET may, in addition to all other rights and remedies pursuant to the Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within two (2) calendar days. Customer may cure by stopping any such use, buying more trunks in order to comply with Standard Business Use, or change Customer's use of the Service in any other way that is consistent with Standard Business Use. Additionally, RenterNET reserves the right to in any combination (i) immediately terminate the Service, (ii) charge a minimum inappropriate use fee of \$500.00 and/or charge \$0.05 per minute for all calls made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer's payment method of record, and (iii) all applicable termination fees described in these Terms and Conditions.

b. Not for Wholesale: The RenterNET Business Multi-Pack PBX service is not to be used with any type of Softswitch or Call Router with the intention of feeding phone service from a service provider to their customers using their own Softswitch or Call Router in a wholesale/resale environment. This service is to be registered to a single business/Business Phone System (direct) that belongs to a customer for their own internal use only. Customers are not to use any Trunking service for purchasing and porting the numbers out to another service provider. RenterNET may determine, in its reasonable discretion, if Service is being purchased or used in violation of this provision, based upon analysis of Customer's traffic, purchase and cancellation patterns in the ordinary course of business. In addition to all other remedies that RenterNET has listed as part of the terms listed in this agreement, RenterNET has the right to assess a Port Out fee of up to \$50.00 per phone number that is being ported out of an account that RenterNET has reasonably determined is being used for the resale of phone numbers.

Telephone Number Authorization

New subscribers placing outbound calls can only use Caller IDs which have been purchased through our platform or ones verified through automated-number-validation voice call.

Analytics for Monitoring Traffic

RenterNET works to detect a calling pattern consistent with illegal robocalls. If such a call is detected, we will identify the party that is using our network to originate those calls and will take appropriate action. Taking appropriate action may include, but is not limited to, initiating a traceback investigation, verifying that the originating subscriber owns or is authorized to use the Caller ID number, and suspending or terminating the party's ability to originate calls on our network.

We use a third party for our telephone switch administration, maintenance, analysis, and security. Their contact info is below:

Ipifony Systems, Inc.
241 Applegate Trace
Pelham, AL 35124
205-278-0384

Investigate Suspicious Activity

When traffic analysis indicates the presence of likely illegal robocalling, RenterNET follows the defined procedures on investigating such subscribers.

The procedures established include but are not limited to:

- checking recent and past call detail records and benchmark against expected trends;
- checking recent and past account activity and purchases;
- investigating if any system issue generates the strange behavior;
- verifying that the call originating path is valid; and
- contacting the subscriber to understand his or her particular use case and validate that the activity belongs to that subscriber.

RenterNET follows Industry Traceback Group (“ITG”)-recommended best industry practices and cooperates in traceback and trace forward investigations. To allow for timely and comprehensive responses, RenterNET will devote sufficient resources to provide prompt and complete resources to traceback requests.

Blocking

RenterNET will promptly respond to Do Not Originate requests it receives from the ITG. RenterNET has mechanisms to automatically block suspicious calls using internal analytics. If RenterNET’s monitoring systems identify suspected robocalling patterns that are confirmed with further investigation, RenterNET will take appropriate action which may include suspending or terminating the subscriber’s use of RenterNET’s network. RenterNET will cooperate with investigative bodies (provide a single point of contact to address traceback requests from law enforcement including state attorneys general offices), to the FCC, and/or the ITG; as well as documenting requests and actions taken in response thereto.

RenterNET blocks calls that exceed a certain number of calls per mins/sec from a customer and blocks calls that are not using an authorized caller ID.

RenterNET has access to a database of DNO numbers and can in real time add numbers to it.

Plan Updates

This plan and industry best practices must evolve to response to the dynamic nature of mitigating illegal robocalling. RenterNET will monitor industry best practices and continuously improve our internal processes to ensure this plan and our system adapt to this ever-changing issue.

In the event of any material change to this plan, RenterNET will republish it to employees, consultants and contractors and file such an update to the FCC Robocall Mitigation Database within ten (10) days of such update.

Company Certification

I, Sand Dutcher, the Managing Member of RenterNET, LLC, do hereby certify the following:

1. RenterNET has fully implemented STIR/SHAKEN in the IP portions of its network.
2. RenterNET’s Business name and primary address are as follows:

RenterNET , LLC
PO Box 15
Kill Devil Hills, NC 27948

3. RenterNET, LLC has a service mark “RenterNET USA” that is used in the normal course of business marketing, but no other business names in use. RenterNET, LLC is the official business name registered for all governmental entities.

4. RenterNET. LLC has not previously used any other business name.

5. The name, title, department, business address, telephone number, and email address of the individual responsible for addressing robocall-related issues are listed in the above robocall mitigation plan.

6. The following is the list of RenterNET’s owners with more than 10% interest each/directors:

Sand Dutcher

7. None of the persons in item 5 above have had their licenses denied/revoked by the FCC or been subject to an FCC enforcement proceeding.

8. RenterNET’s role in the call chain is that of a voice service provider with a STIR/SHAKEN implementation obligation serving end-users.

9. RenterNET has not been prohibited from filing in the Robocall Mitigation Database due to an enforcement action.

10. RenterNET is not subject to a Commission, law enforcement, or regulatory agency action or investigation due to suspected unlawful robocalling or spoofing.

11. RenterNET’s Operator Code Number is 115K