



Virtual Voice Products USA, LLC
Bill Beard, President – 913-643-3100

Traceback Cooperation

Virtual Voice Products USA will cooperate in traceback investigations. To allow for timely and comprehensive law enforcement efforts against illegal robo callers, Virtual Voice Products USA will dedicate the necessary resources to provide prompt and complete responses to traceback requests from law enforcement and from Sinch/Inteliquent Traceback Group. Virtual Voice Products USA has identified a single point of contact in charge of responding to these requests and will respond to traceback requests as soon as possible or in 24 hours not to include weekends or holidays.

Virtual Voice Products USA requests traceback cooperation in our acceptable use Policy for all customers in order to identify where the suspected illegal robocall entered its network or by identifying our own customer if the call originated in our network.

Ongoing Mitigation Practice

Virtual Voice Products USA will investigate suspicious calls and calling patterns. If Virtual Voice Products USA detects a pattern consistent with illegal robocalls, or if Virtual Voice Products USA otherwise has reason to suspect illegal robocalling or spoofing is taking place over our network, Virtual Voice Products USA will seek to identify the party that is using our network to originate, route, or terminate these calls and take appropriate action. Taking appropriate action may include, but is not limited to, initiating a traceback investigation, verifying that the originating commercial customer owns or is authorized to use the Caller ID number, determining whether the Caller ID name sent to a receiving party matches the customer's corporate name, trademark, or d/b/a name, terminating the party's ability to originate, route, or terminate calls on its network, and notifying law enforcement authorities.

Virtual Voice Products USA has call detail records to determine typical call volume and potential reasons for significant deviations from the typical call volume. Virtual Voice Products USA will determine if there are legitimate reasons for any customer to be making a number of high volume, short duration calls. Virtual Voice Products USA will contact any customer within 24 hours of detecting such deviations to determine if call volumes are legitimate.

Included below is our Acceptable Use Policy for customers.

Contact information for Virtual Voice Products USA
Bill Beard – President – bill@vvpusa.net

Acceptable Use Policy

This Acceptable Use Policy (“**AUP**”) describes actions that Virtual Voice Products USA (VVPUSA) prohibits when any party uses the VVPUSA Services. This AUP is incorporated by reference into and governed by the Terms of Service or other similar written agreement between you (Customer) and VVPUSA (the “**Agreement**”). The Agreement contains definitions of capitalized terms not otherwise defined in this AUP and takes precedence over any conflicting provisions in this AUP.

Policy

You may not use the VVPUSA Services without agreeing to this AUP. Thus, you agree not to use, and not to encourage or allow any End User to use, the VVPUSA Services in the following prohibited ways:

1. Using the VVPUSA Services to encourage any illegal, fraudulent, abusive, or other activities that materially interfere with the business or activities of VVPUSA.
2. Attempting to bypass or break any security mechanism on any of the VVPUSA Services or using the VVPUSA Services in any other manner that poses a material security or service risk to VVPUSA or any of its other customers.
3. Reverse-engineering the VVPUSA Services to find limitations, vulnerabilities, or evade filtering capabilities.
4. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the VVPUSA Services or any other conduct that materially and adversely impacts the availability, reliability, or stability of the VVPUSA Services.
5. Transmitting any material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs.
6. **Using the VVPUSA Services in any manner that causes a telecommunications provider to complain about your use to VVPUSA or materially violates the following: (a) industry standards, policies and applicable guidelines published by (i) the CTIA (Cellular Telecommunications Industry Association), (ii) the Mobile Marketing Association, or (iii) any other generally recognized industry associations; (b) telecommunications industry guidelines, provider guidelines and any other usage requirements as communicated in writing by VVPUSA to you.**
7. **Engaging in any unsolicited advertising, marketing or other activities prohibited by applicable law or regulation covering anti-spam, data protection, or privacy legislation in any applicable jurisdiction, including, but not limited to anti-spam laws and regulations such as the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act.**

8. **Using the VVPUSA Services in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes.**
9. Using the VVPUSA Services in a manner that violates the VVPUSA Messaging Policy.
10. Using the VVPUSA Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses.
11. Using the VVPUSA Services to engage in, or in connection with fraudulent activity.
12. Using the VVPUSA Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless you have signed a Business Associate Agreement with VVPUSA/Txtaria or your use of the VVPUSA/Txtaria Services fits within the “conduit” or some other exception for requiring a Business Associate Agreement.
13. **Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including, but not limited to, laws and regulations regarding the transmission of data or software and recording of phone calls and communications.**
14. Using the VVPUSA Services to record or monitor a phone call or other communication without securing consent from the participants to the phone call or other communication as required under applicable law (including, as applicable, California’s Invasion of Privacy Act and similar laws in other jurisdictions).
15. **Using the VVPUSA services in a manner that triggers a law enforcement, government, or regulatory agency to request the suspension or traceback of the VVPUSA Services to you and/or your phone numbers.**
16. Using the VVPUSA Services to transmit any material that infringes the intellectual property rights or other rights of third parties including the use of Brand Names, Trademarked Names to mislead or misrepresent to consumers the identity of the sender.
17. Using the VVPUSA Services to transmit any material that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that VVPUSA reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.

18. Using the VVPUSA Services to transmit any material or content that is offensive, inappropriate, pornographic, obscene, illegal, or otherwise objectionable to any person or entity.
19. **Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.**
20. **Having a high volume of unanswered phone calls or phone calls that are too short in duration (i.e., phone calls generally less than twelve (12) seconds in length).**
21. Phone numbers released prior to 90 days will have a .10 reclamation fee over 90 days will have a .05 fee applied upon cancellation.

Phone Number Reclamation.

All phone numbers are subject to rules and restrictions imposed by telecommunications providers. To comply with such rules and restrictions, VVPUSA may, at its sole discretion, reclaim your phone numbers that do not have adequate usage, as determined by such telecommunications providers. VVPUSA, however, will use commercially reasonable efforts to (a) provide notice to you prior to any phone number reclamation and (b) to work with telecommunications providers to prevent the reclamation of any phone numbers.

While we have done our best to make our AUP complete, readable, and understandable, you may still have additional questions. We get that. So, feel free to contact our support team @ 888-808-1389:

Company Name: _____

Authorized Signature _____

Print Name:_____

Date:_____

email:_____