

SECURED TELECOM ANTI FRAUD AND ANTI ROBOCALL SERVICE AGREEMENT

1. USE OF SERVICES

- 1.1 The Customer shall use its Equipment and Connection to deliver Traffic to SECURED TELECOM via the Connection.
- 1.2 SECURED TELECOM will attempt to terminate the Traffic destined for each Route.
- 1.3 Customer accepts that there are many reasons that SECURED TELECOM may not be able to terminate a call including but not limited to misdialled numbers and disconnected numbers.
- 1.4 SECURED TELECOM may reject calls that are not to destinations specified in the prevailing Routes.
- 1.5 SECURED TELECOM shall charge Customer for each second of Traffic terminated, and Customer will pay SECURED TELECOM as set out in this Agreement ("**Charges**").
- 1.6 Neither Party shall tamper with, alter or rearrange the Services, Connection, Equipment nor Facilities of the other Party (or those of its Suppliers) required to provide the services.
- 1.7 Neither Party shall abuse or fraudulently use the Services of the other Party including:
 - (i) In any manner which interferes with the other Party's Facilities (or those of its Suppliers), Equipment, Connection or network access thereto by other persons;
 - (ii) Contrary to reasonable instructions communicated by the other Party;
 - (iii) For any purpose or in any manner to avoid payment of Charges.
- 1.8 Unless otherwise agreed to in writing, each Party shall be responsible for the use and compatibility of all equipment, software and/or services that it provides.

2. FRAUDULENT CALLS AND ARTIFICIALLY INFLATED TRAFFIC

- 2.1 Customer shall not withhold any payment to SECURED TELECOM on the basis that Fraudulent Calls or Artificially Inflated Traffic comprised a portion of the Traffic. Customer shall be responsible for all charges associated with any Fraudulent Calls and Artificially Inflated Traffic. Both Parties shall work together to eliminate fraudulent calls.
- 2.2 It is Customer's sole responsibility to take immediate action to block any **Robocall, Fraudulent Calls** and **Artificially Inflated Traffic**. For purposes of this Agreement, "**Fraudulent Calls**" shall include, but not be limited to, deliberate exploitation of systemic errors in either Party's routing system. For the purposes of this Agreement, "**Artificially Inflated Traffic**" means any activity which: (i) has the effect, intended effect or likely effect of preventing SECURED TELECOM's billing system from capturing any necessary billing information (in relation to the conveyance of a call); (ii) causes incorrect billing by SECURED TELECOM's billing system, or of an associated party; (iii) any situation where any person or entity is misled into making, receiving or prolonging calls; or (iv) is determined by SECURED TELECOM, in its sole and absolute discretion, to be bad faith usage of the Services. In the event Fraudulent Calls and/or Artificially Inflated Traffic causes SECURED TELECOM to be charged more by its terminating partners than the rate(s) quoted by SECURED TELECOM to Customer, then in addition to SECURED TELECOM's right to seek all remedies available to it at law or in equity, SECURED TELECOM reserves the right to re-rate all such traffic at the higher termination rate for the destination(s) in question and Customer agrees to pay all such re-rated charges.

3. RESALE OF SERVICES

- 3.1 All Services are provided for the Customer's own use or resale to Customer's own customers, end users or subscribers.
- 3.2 Customer is responsible for billing and collection from its customers, end users and subscribers including all taxes and fees, as relevant.
- 3.3 Customer is responsible for obtaining and maintaining all licenses, approvals and other authorisations necessary for its own use or the resale of the Services.

4. SUSPENSION OF SERVICES

4.1 SECURED TELECOM reserves the right to immediately suspend all or any part of the Services if:

- (i) Customer engages in activities that, in SECURED TELECOM's sole discretion, may cause disruption or damage to SECURED TELECOM's network or facilities including but not limited to the Equipment and Connection; or
- (ii) SECURED TELECOM detects any suspected fraudulent use of the Services and/or Artificially Inflated Traffic whether directly or indirectly; or
- (iii) Customer's account is inactive (passes no billable calls) for thirty (30) consecutive days; or
- (iv) A Party fails to provide appropriate documentation for legal, regulatory or administrative purposes within a reasonable time; or
- (v) SECURED TELECOM is unable to verify Customer background information, subject to Clause **Error! Reference source not found.**; or
- (vi) In the event that Customer's pre-paid balance drops to \$0 subject to Clauses **Error! Reference source not found.** and 7.9;
- (vii) In the event that any customer of the Customer is, or is thought to be, making or facilitating any Nuisance Calls as defined in paragraph 6.2.

4.2 The Customer acknowledges and accepts that abandoned and silent calls, abusive and threatening calls, automated marketing calls, and calls to numbers which are opted out are liable to fines and other sanctions under the laws and regulations of the relevant country or territory in which such calls are received, including in the USA the FCC regulations or similar. The Customer shall take such reasonable steps as are practicable to prevent or reduce such Nuisance Calls, including notifying SECURED TELECOM and (where applicable) the relevant regulatory body, as soon as it becomes aware of any such Nuisance Calls by any of its customers, and shall promptly suspend any activity of any such customers until any such activity has ceased.

SECURED TELECOM

<CLIENT Company Name>

(by its authorised representative)

Signature: _____

Signature: _____

Print Name: Gabriel Scott

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____