



MY XCELL AUP

1. Unlimited Voice Services. MY XCELL reserves the right to periodically review usage levels of unlimited minute service plans to ensure that you are not using such service in violation of this AUP and if such abuse or violation is discovered to terminate or adjust the plan as appropriate. You agree to use the unlimited minute service plans for traditional voice or fax calls of duration comparable to that of the average residential or small business customer presently utilizing MY XCELL's service and will not employ methods, devices, or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by MY XCELL. Excessive use is defined by MY XCELL as use that substantially exceeds the average call volume or duration used by all other MY XCELL unlimited plan customers. The following types of services are specifically prohibited and may not be accessed through MY XCELL's unlimited voice service plan: conference calls, monitoring services, data transmissions, the transmission of broadcasts, or the transmission of recorded material. MY XCELL may terminate your service or change your service plan if, in its sole discretion, MY XCELL determines that your use of the unlimited plan violates this prohibition or is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.

1.1. We consider your use of our Unlimited plan to be "unreasonable" and therefore subject to immediate termination if you:

1.1.a. re-sell, re-brand, re-supply, re-market or commercially exploit our Unlimited Service, without our written consent, to aggregate traffic from more than one customer over an "unlimited" line or trunk;

1.1.b. set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or

1.1.c. engage in any other conduct which is fraudulent or results in significant network congestion, or degradation.

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1.2. We consider your use of our Unlimited plan to be “abusive” and subject to immediate termination or adjustment if you utilize:

1.2.a. Autodialing

1.2.b. Continuous, repetitive, or extensive call forwarding

1.2.c. Continuous call session connectivity

1.2.d. Fax broadcasting

1.2.e. Fax blasting

1.2.f. Telemarketing; or

1.2.g. Any other activity that would be inconsistent with reasonable personal, residential, and business use patterns causes network congestion or jeopardizes the integrity of MY XCELL’s network.

2. Lawful purposes only. You may use our Service and your Device only for lawful, proper, and appropriate purposes. You may not use our Service or your Device in any illegal, improper, or inappropriate way. A non-exhaustive list of examples of illegal, improper, or inappropriate uses of our Services and/or Devices includes:

2.1. Interfering with our ability to provide Service to you or other customers, or avoiding your obligation to pay for the Service within the time frame designated for payment.

2.2. Use the Service to threaten, harass, defame, deceive, defraud, interfere, invade another’s privacy, or engage in any similar behavior.

2.3. Use our Service or your Device for auto-dialing; continuous, repetitive, or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting, or blasting.

2.4. Use our Service or your Device to impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service

2.5. Violate any law, rule, or regulation; violate any third party’s intellectual property or personal rights; or exceed your permitted access to our Service.

2.6. Use the Service for transmitting or receiving any communication or material of any kind

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which would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law.

3. Right of Termination. In addition to MY XCELL's right to terminate service for non-payment, MY XCELL reserves the right to terminate the Service immediately and without advance notice, if MY XCELL, in its sole discretion, believes that you have violated any of the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable.

4. Monitoring. We may monitor the use of our Service for violations of this agreement. We may, without liability, remove or block all communications if we suspect a violation of this agreement, or if we think it necessary to protect our Service, or MY XCELL, its parent, affiliates, directors, officers, agents, and employees from harm.

4.1. Providing information to authorities and third parties. If we believe that you have used our Service or your Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows: in response to law enforcement or other governmental agency requests; as required by law, regulation, rule, subpoena, search warrant, or court order; as necessary to identify, contact, or bring legal action against someone who may be misusing the Service, the Device, or both; to protect MY XCELL's rights and property; or in emergencies where disclosure of such information is necessary to protect MY XCELL

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customers or third parties from imminent harm.

4.2. Use of Service and Device by Customers Outside the United States. Although we encourage you to use our Service to call foreign countries from the United States and to use our Service as you travel, the services are designed to work in the United States. Our Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within an MY XCELL service area or your ISP or broadband provider places restrictions on using VoIP services, we do not represent that they will allow you to use our Service. You will be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service because of your use of our Service. All use of MY XCELL Service to or from areas outside the United States is at your own risk

4.3. No Transfer of Service. You may not resell or transfer your Service or your Device or provide a telephone service to anyone else by using your MY XCELL service or features of your MY XCELL service without first obtaining our prior written consent.

4.4. No Alterations or Tampering. If you copy or alter or have someone else copy or alter the firmware or software of the Device in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or otherwise disrupt our Service or make any use of our Service that is inconsistent with its intended purpose.

4.5. Theft of Service. You may not use or obtain our Service in any manner that avoids MY XCELL policies and procedures, including an illegal or improper manner. You will notify us immediately in writing if your Device is stolen or if you believe that your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of Service. If you fail to notify us in writing promptly, we may disconnect your service and levy additional charges on you. Until you notify us in writing, you will remain liable for all use of our Service using a Device stolen from you and any stolen, fraudulent or unauthorized use of the Service up through the date notice is received by MY XCELL.

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