

# Inbound Calling – Terms and Conditions



These Inbound Calling - Terms and Conditions (the “**Terms and Conditions**”) supplement the Master Service Agreement (the “**MSA**”) (including any Exhibits, SOFs, Rate Sheet(s), and any other attachments to the MSA, all of which are fully incorporated by reference within these Terms and Conditions). Capitalized terms not elsewhere defined in these Terms and Conditions will have the meaning ascribed to them in the MSA or any applicable SOF.

**1. Service Description.** Inbound Calling is an inbound call service only. Inbound Calling excludes: (a) Outbound Calling; (b) 911 / E911; (c) directory services including, but not limited to, 411 and NPA-555-xxxx; (d) 711; (e) 611; (f) all other x11 services; (g) Operator Services; (h) Collect Calling; (i) all other operator, assisted, or intercept calling services; (j) Caller ID Name or Location; (k) Class 5 Features; (l) TFNs / inbound Toll Free calling (unless otherwise expressly agreed in writing between Bandwidth and Customer); and/or (m) 976, 900, and 1010xxx calling. Customer may not (i) use or otherwise enable any TNs provided by Bandwidth (or its affiliates) at any time in connection with any Usage, Messaging and/or any other form of traffic other than Usage, Messaging and/or any other form of traffic from Bandwidth and its affiliates, or (ii) establish and/or operate peer-to-peer relationships with any third party(ies) with respect to any TNs provided by Bandwidth (or its affiliates) at any time. For clarity, “peer-to-peer relationships” mean direct network interconnection arrangements that permit Customer and any applicable third party to exchange traffic associated with TNs provided by Bandwidth directly to each other without utilizing Bandwidth’s network with respect to such traffic.

**Call Recording:** Inbound Calling may provide a function that allows the recording of individual telephone conversations. Bandwidth will retain any recording for thirty (30) days from the date of any applicable recording, unless the MSA and/or the SOF earlier terminate, in which event Bandwidth will have no further obligation to retain any recording thereafter. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, one must obtain consent from all parties to record a conversation. Customer (and any applicable Subscriber or End User) is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Bandwidth expressly disclaims all liability with respect to the recording of telephone conversations. Customer agrees to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Bandwidth from and against any damages or liabilities of any kind related to the recording of any telephone conversations using Inbound Calling.

**Call Transcriptions:** Inbound Calling may provide a function that allows a transcription of recorded individual telephone conversations. Bandwidth will retain any transcription for thirty (30) days from the date of any applicable transcription, unless the MSA and/or the SOF earlier terminate, in which event Bandwidth will have no further obligation to retain any transcription. For clarity, the foregoing provisions regarding “Call Recording” apply to any call recorded and subsequently transcribed.

**Media Service:** Inbound Calling may provide a function that allows Customer to upload and store media for Customer’s use in connection with Inbound Calling. Bandwidth will retain any such media uploaded and stored until the expiration or termination of the MSA and/or the SOF, in which event Bandwidth will have no further obligation to retain any such media. Customer grants Bandwidth a non-exclusive, non-transferable (except to the extent the MSA is assigned or transferred by Bandwidth in accordance with its terms) license to use such media solely in connection with Bandwidth’s performance of the Services for Customer during the Term. Customer represents and warrants to Bandwidth that Customer has full right, title and interest in any media uploaded and/or stored by Customer from time to time.

**2. E911/ Basic 911.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THESE TERMS AND CONDITIONS WILL BE STRICTLY LIMITED TO THE PROVISION TO CUSTOMER OF INBOUND CALLING. CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT INBOUND CALLING DOES NOT CONSTITUTE “INTERCONNECTED VOIP SERVICE” AS DEFINED WITHIN 47 C.F.R. PART 9. CUSTOMER WILL NOT (AND WILL NOT PERMIT ANY OF ITS CUSTOMERS OR END USERS TO) CONFIGURE INBOUND CALLING IN ANY WAY THAT WOULD CONSTITUTE “INTERCONNECTED VOIP SERVICE” AS DEFINED WITHIN 47 C.F.R. PART 9. THEREFORE, **NO E911 SERVICE OR BASIC 911 SERVICE WILL BE PROVIDED BY BANDWIDTH TO CUSTOMER, ANY END-USERS, OTHER CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY PURSUANT TO THESE TERMS AND CONDITIONS OR THE INBOUND CALLING CONTEMPLATED BY THESE TERMS AND CONDITIONS.** CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BANDWIDTH HAS NO INTENT TO AND WILL NOT PROVIDE E911 SERVICE OR BASIC 911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE INBOUND CALLING CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER WILL NOT REPRESENT IN ANY WAY OR THROUGH ANY MEANS TO ANY END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY THAT BANDWIDTH PROVIDES ANY 911 / E911 SERVICE PURSUANT TO THESE TERMS AND CONDITIONS OR THE INBOUND CALLING CONTEMPLATED BY THESE TERMS AND CONDITIONS. CUSTOMER REPRESENTS AND WARRANTS TO BANDWIDTH THAT, IF CUSTOMER IS AT ANY TIME REQUIRED TO PROVIDE ANY 911 / E911 SERVICES DUE TO ANY TELECOMMUNICATIONS RELATED SERVICES CUSTOMER SELLS OR PROVIDES TO CUSTOMER’S END-USERS, CUSTOMERS, SUBSCRIBERS, OR ANY PERSON OR ENTITY AT ANY TIME THAT ARE, IN WHOLE OR IN PART, ENABLED BY THE INBOUND CALLING CONTEMPLATED BY THESE TERMS AND CONDITIONS, THEN CUSTOMER WILL ENSURE THAT 911 / E911 SERVICES ARE FULLY PROVIDED IN COMPLIANCE WITH SUCH 47 C.F.R. PART 9.

**Customer is strictly prohibited from displaying on any outbound caller ID any number for which Customer has not obtained from either Bandwidth or any other third party 911 services with respect to such number. By displaying any number in any outbound caller ID, Customer represents and warrants to Bandwidth that Customer has obtained from either Bandwidth or any other third party 911 services with respect to such number.**

**3. Connection.** Customer must connect to Bandwidth’s network in a manner and at locations determined by Bandwidth. Customer will, at Customer’s sole cost, be responsible for providing all equipment (including proxy servers), software, facilities and IP connectivity (including, without limitation, connectivity to Customer’s Subscribers or End Users) necessary for Customer’s Inbound Calling applications and Customer’s network to operate with Inbound Calling, and for providing and ensuring the successful installation of all equipment and software necessary for Customer’s Subscribers or End Users to use services sold to such Subscribers or End Users. Customer will have the sole responsibility to input, validate and maintain accurate information with respect to Customer’s Subscribers or End Users; Customer will furthermore be solely responsible for all support of and for Customer’s Subscribers or End Users as it relates to Inbound Calling. For clarity, with respect to all Class 5 Features Customer may offer to Customer’s Subscribers or End Users from time to time, Customer will provide to Bandwidth all accurate information required to support Inbound Calling with respect to such services, even if Customer obtains such information from Customer’s applicable Subscribers or End Users.

**4. Interoperability.** If applicable, Customer and Bandwidth will reasonably cooperate with each other to test to ensure interoperability between Bandwidth and Customer’s networks and systems. All necessary interoperability testing will be completed within a reasonable time. If after completion of initial interoperability, Customer plan to make upgrades, updates and/or enhancements (collectively “**Configuration Changes**”), Customer will notify Bandwidth prior to implementing a Configuration Change so that Customer and Bandwidth may work together in good faith to determine how best to proceed regarding such Configuration Change. If at any time an interoperability condition occurs that adversely affects Bandwidth’s network that cannot be adequately remedied within a reasonable period of time, taking into consideration the severity of the interoperability condition and the effect on Bandwidth’s network, Bandwidth may, at its sole discretion, suspend the provision of Services pursuant to these Terms and Conditions. The Parties will communicate as reasonably necessary to isolate and repair any problems in their respective networks; provided, however, each Party will remain solely responsible for any costs or liabilities incurred in connection with the repair of any problem with respect to such Party’s network.

**5. Charges and Rates.** All Services are provided pursuant to the Rate Sheet.

**If the Rate Sheet does not include Flat Rates, this paragraph will apply:** Such Rates will apply if Customer commences using Inbound Calling within seven (7) calendar days of the “as of” (ao) date in the electronic file name of such Rates. If such “as of” (ao) date in the electronic file name of such Rates is more than seven (7) calendar days prior to Customer’s receipt of such electronic file, then such Rates may not be valid and Customer must obtain a new electronic file of Rates from Customer’s sales or support contact with Bandwidth. **All Rates are subject to change upon seven (7) calendar days’ prior notice.** Bandwidth will send such prior notice to Customer via email to Customer’s “Contact Name” as recorded in the “Customer Contacts for Rate Change Notice” section on the SOF. Customer will be deemed to have received and accepted such changed Rates upon Bandwidth’s transmission of the email(s) containing the electronic file(s).

Billing increments are set forth below:

<b>Originating Destination</b>	<b>Initial Billing Increment (Seconds)</b>	<b>Additional Billing Increment (Seconds)</b>
US	6	6

**6. Porting Numbers.** Bandwidth may require a completed and signed Letter of Authorization (“**LOA**”) for any existing telephone numbers Customer wish to port from another carrier to Bandwidth. Bandwidth may require a recent copy of the current phone bill which contains Customer’s Billing Telephone Number (“**BTN**”) as well as a record of any numbers that need to be ported. Bandwidth must receive necessary LOA(s) and/or bill copy(ies) before Bandwidth will initiate a port request and obtain a Confirmed Port Date. The “**Confirmed Port Date**” is the date upon which the current voice provider has agreed to port a number(s) to Bandwidth. The Confirmed Port Date interval may in some cases take as long as one (1) to two (2) business weeks after Customer initiate the port request; since the port interval is a product of the accuracy of the information provided to Bandwidth by Customer, as well as the processing speed of Customer’s current voice provider, Bandwidth makes no guarantees regarding the promptness of a port, however all ports will be provided consistent with applicable law.

**7. Fraud.** Customer will not participate in or assist in any fraudulent Usage, in any form or by any means, by either Customer, Customer’s Users, Customer’s Subscribers and/or any End Users. If Customer suspects, knows of, or should have known of any fraudulent Usage, Customer will immediately stop all fraudulent Usage and notify Bandwidth. Customer acknowledges, understands and agrees that Bandwidth does not provide, is not required to provide, and does not warrant, any fraud prevention. If Bandwidth becomes aware of unusual Usage volumes or patterns, Bandwidth will make commercially

reasonable attempts to notify Customer; provided, however, Bandwidth will have no obligation to notify Customer of any such volumes or patterns. Bandwidth's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent Usage will be to reasonably cooperate with Customer, upon Customer's request and at no expense to Bandwidth, to assist Customer's efforts to stop any fraudulent Usage that Customer report to Bandwidth. Customer will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent Usage by Customer, Customer's Users, Customer's Subscribers and/or End Users, or any other person or entity directly or indirectly utilizing Inbound Calling. Notwithstanding anything in this Section 7 to the contrary, Customer is and will remain solely responsible for all Usage, fraudulent or otherwise.

**8. Regulatory Responsibilities of Customer.** Customer (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), and (iii) will fully comply with all applicable laws and regulations, including, without limitation, all applicable FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of Inbound Calling by Customer, Customer's Subscribers, End Users, or any other person or entity to which Customer provides any services utilizing Inbound Calling.

**9. Relationship.** Bandwidth has no relationship with or obligation to any of Customer's Subscribers or End Users or any other person or entity to which Customer provide any services utilizing Inbound Calling, none of whom is a third-party beneficiary of the MSA or these Terms and Conditions. Customer is solely responsible for all pricing, billing and collections, and/or compliance with any applicable laws or regulations related to any services Customer provide to Customer's Subscribers or End Users or any other person or entity to which Customer provide any services utilizing Inbound Calling. Customer will provide technical support to Customer's Subscribers or End Users and will conduct customary problem resolution and troubleshooting activities directly with Customer's Subscribers or End Users to determine whether any condition affecting any Service(s) is attributable to Bandwidth's network prior to reporting a Service Outage pursuant to the Section 11 of the MSA.

**10. Additional Terms:**

**The following applies to Toll Free Service only:**

General: Bandwidth is the Responsible Organization for TFNs for Toll Free Service. Toll Free Service may be used only as a toll-free inbound-only service and does not provide any outbound calling, 911 / E911 service, 411 or any Operator Services. Customer will not use (or reconfigure to support such use) either Toll Free Service or any TFN obtained from Bandwidth in connection with Toll Free Service for any outbound calls placed by Customer or Customer's Subscribers or End Users, or any Improper Calls. In addition to any rights or remedies that may be available pursuant to the MSA and/or the AUP, Bandwidth may immediately take any action to prevent Improper Calls, including, without limitation, denying Toll Free Service to particular numbers or terminating any Toll Free Service. If Customer uses or reconfigures Toll Free service to place outbound calls, Customer will pay Bandwidth for any such calls at Bandwidth's then-current applicable Rates.

Regulatory Matters: If any calls placed to Customer via Toll Free Service contain a privacy indicator imposed by the originating telephone subscriber, Bandwidth will provide call detail information to Customer, notwithstanding the privacy indication; provided, however, Customer acknowledges and agrees that (i) Customer will use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction; (ii) Customer will not reuse and/or sell the TFN or billing information without first notifying the originating telephone subscriber and obtaining affirmative written consent of such subscriber for such reuse or sale; and (iii) except as permitted in (i) or (ii) above, Customer is prohibited from using any information derived from ANI, CPN or the charge number service for any purpose other than (A) performing services or transactions that are the subject of the originating subscriber's telephone number, (B) ensuring network performance, security and the effectiveness of call delivery; (C) compiling, using and disclosing aggregate information, and (D) complying with applicable law or legal process.

Billing increments are set forth below:

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
Continental US, Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam and Saipan	6	6
International	30	6

Bandwidth will determine the terminating carrier based on the terminating ANI.

**The following applies to Directory Listing and Related Services only, which are available with Full Feature Inbound only:** Customer may request Directory Listing, LIDB and/or CNAM. Upon the submission of any request for Directory Listing, Customer

represents and warrants that Customer has obtained all necessary approvals for Directory Listing from the applicable subscriber in such request; Customer will promptly provide Bandwidth with documentation evidencing Customer's receipt of such subscriber approval upon Bandwidth's request. Customer will retain such documentation for at least twelve (12) months after submission of the applicable request for Director Listing. Bandwidth may, in its sole discretion, refuse to submit the applicable subscriber information for Directory Listing if Customer fails to timely provide such documentation to Bandwidth. Customer will not store or cache any CNAM data provided to Customer by Bandwidth after Customer performs any applicable CNAM look-up via Bandwidth's platform.

**The following applies if Customer uses Inbound Calling for call forwarding or other similar purposes:** Additional charges apply with respect to any Outbound Calling resulting from Customer's use of Inbound Calling to forward any applicable Inbound Call to another TN or TFN.

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