



Onvoy, Inc.
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onvoy.com

Toll Fraud Policy

This Toll Fraud policy defines toll fraud and specifies the actions Customer and Onvoy, Inc. ("Onvoy") will take to address such fraud.

Notwithstanding any credit Onvoy may issue pursuant to the procedure below, the Customer is responsible for payment of all charges for services furnished to the Customer. Absent any negligent or wrongful act by Onvoy, this responsibility is not changed by virtue of any use or misuse of the Customer's service to Customer-provided systems, equipments, or facilities undertaken by the Customer's employees or other members of the public.

1. DEFINITIONS.

- A. Unauthorized access: The access of Customer's services by a third party without consent to said accessed services from the Customer.
- B. Toll Fraud: Outbound calls to domestic and international locations (including all international locations that utilize the North American Dialing Plan) placed via unauthorized accessing of the Customer's hosted voice services or PBX or single electronic key system, where such equipment is located on the Customer's premises, AND unauthorized use of the Onvoy domestic toll inbound services.

Toll Fraud does not include any calls placed by means of 1010XXX calls, calls placed by means of operator services, calls accessing the network by dialing 0- or 0+ for network access, or 800/900 pay per call traffic that is placed via any non-Onvoy voice service, PBX or electronic key systems.

2. CUSTOMER REQUIREMENTS.

Customers who comply with the following provisions may receive a credit for a portion of the charges associated with toll fraud:

- A. Customer must immediately notify Onvoy of suspected Toll Fraud by calling Onvoy Customer Care.
- B. In Addition, Customer must identify all alleged Toll Fraud usage charges in writing to Onvoy within thirty (30) days after the date of the Onvoy invoice that contains the usage charges in question. Customer must immediately notify Onvoy in writing of the following: (i) the means by which such fraud occurred, if known, (ii) the changes made to the voice service or CPE in question to stop Toll Fraud and the suspected usage, and (iii) the date of termination of the Toll Fraud incident..

3. CREDITS.

Should Toll Fraud occur, Onvoy will credit the Customer fifty percent (50%) of fraudulent usage charges of the current invoiced usage charges up to the date of written notification of termination. Onvoy will not credit Customer's bill for any fraudulent charges on prior invoices nor for any suspect charges incurred after the date of written notification.

4. LIMITATIONS.

Onvoy will not issue credits for invoiced charges for fraudulent use resulting from the negligent or willful acts of the Customer or an authorized user of the Customer's service. Onvoy and Customer must mutually agree upon what charges are fraudulent charges.

5. INDEMNIFICATION.

The Customer warrants that neither Services or equipment used in conjunction with Services will be used by Customer to conduct or engage in unlawful activities; to violate any law, regulation, or any Onvoy policy; to violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the right to be free from libel, defamation, and slander; or to act in any manner that encourages conduct that would constitute a criminal offense, give rise to a civil liability, or violate any other law. The Customer agrees to defend, indemnify, and hold Onvoy and its successors, assigns, agents, and licensors harmless from any and all claims, demands, liability, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) that directly or indirectly arise out of or result from the Customer's use of the Services or any equipment used by Customer in conjunction with Services, except to the extent such claims arise out of the willful misconduct of Onvoy.