

# SOUTHLIGHT TELECOMMUNICATIONS

## ACCEPTABLE USE POLICY

*Effective Date: April 10, 2026*

*For Reseller, Commercial, and Wholesale Partners*

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### 1. Introduction and Purpose

This Acceptable Use Policy (“AUP”) is established by SouthLight Telecommunications (“SouthLight,” “we,” “us,” or “our”) to define the standards of acceptable conduct governing the use of SouthLight’s network, services, and infrastructure (collectively, the “Service”). This AUP applies to all resellers, commercial customers, wholesale partners, and any other entities that obtain access to the Service pursuant to a Reseller Agreement, Commercial Service Agreement, Wholesale Agreement, or any other agreement with SouthLight that incorporates this AUP by reference (each, a “Partner” and collectively, “Partners”).

This AUP does not require a separate signature. It is incorporated by reference into, and forms a binding part of, each Partner’s Reseller Agreement, Commercial Service Agreement, Wholesale Agreement, or other applicable agreement executed with SouthLight (the “Partner Agreement”). By executing a Partner Agreement, each Partner agrees to be bound by this AUP as though it were set forth in full within that agreement.

SouthLight reserves the right to amend this AUP at any time. Notice of material changes will be provided to Partners through reasonable means, including written notice or posting on SouthLight’s website. Continued use of the Service following notice of any amendment constitutes acceptance of the revised AUP. In the event of a conflict between this AUP and the terms of a Partner Agreement, the terms of the Partner Agreement shall control unless the Partner Agreement expressly provides otherwise.

### 2. Incorporation by Reference and Partner Obligations

This AUP is automatically incorporated into and made a part of every Reseller Agreement, Commercial Service Agreement, Wholesale Agreement, and any other agreement through which SouthLight provides access to the Service to a Partner. No separate execution of this AUP is required; the Partner’s execution of the applicable Partner Agreement constitutes full acceptance of this AUP.

Each Partner is responsible for ensuring that its own employees, agents, contractors, customers, end users, and any other persons or entities to whom the Partner grants access to the Service (collectively, “End Users”) comply with this AUP. Partners must flow down the obligations of this AUP to their End Users through their own terms of

service, acceptable use policies, or other contractual mechanisms. A violation of this AUP by an End User shall be deemed a violation by the Partner.

By executing a Partner Agreement, each Partner represents and warrants that: (a) it has full legal authority to enter into the Partner Agreement and to accept this AUP; (b) its use of the Service, and the use of the Service by its End Users, will comply fully with this AUP and all applicable laws and regulations; and (c) it will promptly notify SouthLight upon becoming aware of any unauthorized use of the Service or any violation of this AUP by the Partner or any of its End Users.

### **3. Prohibited Uses of the Service**

Partners are strictly prohibited from using the Service, or permitting the Service to be used by their End Users or any other person or entity, in any of the following manners. These prohibitions apply to all voice, data, messaging, internet, and any other communications transmitted over or through SouthLight's network.

#### **3.1 Identity and Caller ID Misrepresentation**

Subscribers may not engage in any activity that involves providing altered, deceptive, or false information about the identity of a sender or the origin of a message or phone call. Without limiting the generality of the foregoing, the following specific conduct is expressly prohibited:

- Spoofing, falsifying, or manipulating caller identification information, including Automatic Number Identification (ANI), Calling Line Identification (CLI), or any equivalent identifier, with the intent to deceive the recipient as to the true origin of the communication;
- Transmitting communications that contain false, misleading, or deceptive header information, including falsified "From," "Reply-To," or routing information in electronic messages;
- Impersonating any person, organization, government entity, business, or other legal entity without authorization, or otherwise misrepresenting the source or originator of any communication;
- Using the Service in a manner that causes communications to falsely appear to originate from a telephone number or address that is not legitimately associated with the Subscriber; and
- Any other conduct designed to disguise, obscure, or misrepresent the true identity of the sender or the genuine origin of any message, call, or communication transmitted using the Service.

#### **3.2 Compliance with Applicable Law**

Subscribers may not use the Service in violation of any applicable local, state, or federal law, regulation, rule, or order. This prohibition includes, without limitation:

- The Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and regulations promulgated thereunder by the Federal Communications Commission (FCC);

- The Truth in Caller ID Act of 2009, 47 U.S.C. § 227(e), which prohibits the transmission of misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- The CAN-SPAM Act of 2003 and applicable state anti-spam statutes governing electronic commercial messages;
- Federal and state wire fraud, computer fraud, and cybercrime statutes, including the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030;
- Federal and state consumer protection laws, including laws prohibiting unfair or deceptive acts or practices; and
- Any other applicable federal, state, or local law or regulation governing telecommunications, electronic communications, privacy, data protection, or consumer protection.

### **3.3 Industry-Accepted Guidelines and Standards**

Subscribers may not use the Service in violation of applicable, industry-accepted guidelines, best practices, or standards governing the use of telecommunications networks and services. These include, without limitation:

- The STIR/SHAKEN framework for caller ID authentication, as adopted by the FCC and implemented by the industry for the purpose of combating robocalling and caller ID spoofing;
- Standards and guidelines published by ATIS (Alliance for Telecommunications Industry Solutions), including those related to robocall mitigation, call authentication, and network security;
- The Industry Traceback Group (ITG) guidelines and cooperation protocols for the investigation and mitigation of illegal robocall traffic;
- Applicable guidelines of the Internet Engineering Task Force (IETF), including those governing the use of Voice over Internet Protocol (VoIP) services and Session Initiation Protocol (SIP);
- The Messaging, Malware, and Mobile Anti-Abuse Working Group (M3AAWG) best practices for responsible messaging and anti-abuse; and
- Any other applicable standards, codes of conduct, or best practices established by recognized telecommunications or internet industry bodies that govern acceptable use of communications networks.

### **3.4 Fraudulent Activities**

Subscribers are expressly prohibited from using the Service to engage in, facilitate, enable, support, or otherwise participate in fraudulent activities of any kind, whether as a principal, intermediary, or knowing conduit. Without limiting the foregoing, prohibited fraudulent uses include:

- Telephone fraud, including but not limited to toll fraud, subscription fraud, account takeover, traffic pumping schemes, and any other fraudulent manipulation of telecommunications billing or service;

- Phishing, vishing (voice phishing), smishing (SMS phishing), or any other social engineering scheme designed to deceive individuals into disclosing personal information, account credentials, financial information, or other sensitive data;
- Illegal robocalling campaigns, including the use of auto-dialers or artificial or prerecorded voice messages in violation of applicable law or FCC regulations;
- Scam calls or messages, including but not limited to government impersonation scams, technical support scams, prize or lottery fraud, debt collection fraud, or any scheme designed to extract money or value from individuals through deception;
- Any use of the Service in connection with money laundering, wire fraud, mail fraud, or any other scheme to defraud individuals, businesses, or government entities; and
- Knowingly transmitting, routing, or transiting calls or messages on behalf of third parties who are engaged in fraudulent activities, where the Subscriber knew or reasonably should have known of such fraudulent purpose.

#### 4. Additional Prohibited Conduct

In addition to the specific prohibitions set forth in Section 3, Partners may not use the Service, nor permit End Users to use the Service, to:

- Harass, threaten, abuse, stalk, or intimidate any person;
- Transmit unsolicited bulk commercial communications (spam) in violation of applicable law;
- Intentionally interfere with, disrupt, or degrade the quality of SouthLight's network or the networks of other carriers;
- Resell or share the Service with unauthorized third parties without SouthLight's written consent;
- Circumvent any technical, security, or administrative measures implemented by SouthLight to protect the integrity of its network and services; or
- Engage in any activity that exposes SouthLight to legal liability or reputational harm.

#### 5. Enforcement and Remedies

SouthLight takes violations of this AUP seriously and will investigate all reports of suspected violations. SouthLight reserves the right, in its sole discretion, to take any action it deems appropriate in response to a violation or suspected violation of this AUP by a Partner or its End Users. Such actions may include, without limitation, any one or more of the following:

1. **Warning.** Issuance of a written or verbal warning to the Partner;
2. **Traffic Blocking or Filtering.** Implementation of measures to block, filter, or restrict specific calls, messages, or traffic associated with the violating activity;

3. **Service Limitation.** Temporary restriction or limitation of some or all features of the Partner's Service;
4. **Suspension of Service.** Temporary suspension of the Partner's access to the Service pending investigation or remediation, as permitted under the Partner Agreement;
5. **Termination of Service.** Permanent termination of the Partner's Partner Agreement and access to the Service, with or without advance notice, for serious, repeated, or willful violations of this AUP; and
6. **Referral to Authorities.** Referral of the matter to law enforcement, regulatory agencies, or other appropriate governmental authorities where SouthLight reasonably believes that illegal activity has occurred.

Suspension or termination of Service does not release the Partner from any financial obligations owed to SouthLight for charges accrued prior to such suspension or termination under the Partner Agreement. SouthLight shall have no liability to any Partner, End User, or third party for any action taken in good faith pursuant to this Section.

SouthLight also reserves the right to cooperate fully with law enforcement agencies, regulatory bodies, and other telecommunications carriers in the investigation of suspected fraud, illegal robocalling, or other misuse of the Service.

## 6. Reporting Violations

Partners who become aware of a potential violation of this AUP, whether by themselves, their End Users, or a third party using the Service, are required to report such violations promptly to SouthLight's Network Abuse and Compliance team. Reports may be submitted by contacting SouthLight at the address or contact information specified in the Partner Agreement or on SouthLight's website.

SouthLight will treat all reports in confidence to the extent permitted by law and will investigate reported violations in a timely manner. Partners' obligation to report known or suspected violations is a material term of this AUP and of the Partner Agreement.

## 7. Indemnification

Each Partner agrees to indemnify, defend, and hold harmless SouthLight, its affiliates, officers, directors, employees, agents, licensors, and successors from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any violation of this AUP by the Partner or any of its End Users; (b) any content transmitted by the Partner or its End Users using the Service; (c) any violation of applicable law by the Partner or its End Users in connection with the use of the Service; or (d) the Partner's failure to flow down the obligations of this AUP to its End Users as required by Section 2.

## 8. Limitation of Liability

SouthLight shall not be liable for any failure to enforce this AUP in any particular instance or for any delay in enforcement. SouthLight's right to enforce this AUP is not waived by any prior failure to act. SouthLight's total liability to any Partner in connection with the enforcement of this AUP shall be limited as set forth in the applicable Partner Agreement.

## 9. Governing Law

This AUP shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions, and subject to applicable federal telecommunications law and FCC regulations. SouthLight Telecommunications is incorporated under the laws of the State of Delaware. Any dispute arising under or related to this AUP shall be resolved in accordance with the dispute resolution provisions set forth in the applicable Partner Agreement.

## 10. Notice of Incorporation

This AUP is incorporated by reference into all Reseller Agreements, Commercial Service Agreements, Wholesale Agreements, and any other agreements between SouthLight and a Partner through which SouthLight provides access to the Service. The following notice shall be deemed given to each Partner upon execution of any such agreement:

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*NOTICE: By executing a Reseller Agreement, Commercial Service Agreement, Wholesale Agreement, or other applicable agreement with SouthLight Telecommunications, the undersigned Partner agrees to be bound by SouthLight's Acceptable Use Policy ("AUP"), which is incorporated herein by reference. The AUP is available at SouthLight's website and may be amended from time to time upon notice to Partner. Violation of the AUP may result in suspension or termination of the Service in accordance with the terms of the applicable agreement.*

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Partners are encouraged to maintain a current copy of this AUP and to ensure that all relevant personnel and End Users are familiar with its requirements. The current version of this AUP will be made available on SouthLight's website at all times.