

# Acceptable Use Policy

This Acceptable Use Policy (“AUP”) outlines the rules and guidelines to all the users and parties using KrispCall and any related products and services provided by Krisp Telephony (“KrispCall”, “we”, “our”, or “us”). By accessing or using the KrispCall, you (“you”, “your”, or “user”) agree to abide by this AUP.

The Customer is solely responsible for ensuring that its End Users comply with this AUP. If any Customer or End User is found to violate this AUP, KrispCall reserves the right to suspend the Customer's use of the Services. KrispCall may update this AUP at any time with reasonable notice, which may be communicated to the Customer through their account, email, or by posting an updated version on the KrispCall website at <https://www.krispcall.com/acceptable-use-policy>

## Introduction

At KrispCall, we recognize the significance of uninterrupted communication across multiple platforms, including calls, SMS, MMS, Chat, and WhatsApp. We acknowledge the necessity of ensuring that communication remains unobstructed and free from interference. Accordingly, we are committed to working alongside our customers to prevent unsolicited messages or calls, ensuring that all communications are conducted with the recipient's explicit consent and in strict adherence to applicable laws, regulatory guidelines, and industry standards.

## KrispCall Messaging

We treat all messaging transmitted through our platform as Application-to-Person (A2P) messaging, regardless of the use case or phone number type (e.g., long code, short code, or toll-free). All A2P messages originating from KrispCall are subject to this Messaging Policy, which covers rules and /or prohibitions regarding:

- Consent (“opt-in”);
- Revocation of Consent (“opt-out”);
- Sender Identification;
- Messaging Usage;
- Filtering Evasion; and
- Enforcement.

As a customer using KrispCall’s messaging channels, it is your responsibility to ensure that any messaging activity generated by your users is in compliance with our policies. If you provide your own end-users or clients with the ability to send messages through KrispCall, you must ensure that they adhere to the same requirements when dealing with their users and customers.

## **Proper Consent and Opt-In for KrispCall**

At KrispCall, we take consent and opt-in seriously. We believe that communication should always be respectful, transparent, and legal. To ensure that our customers are adhering to the same standards, we require them to meet the following requirements when dealing with their users and customers.

### **Consent Requirements**

- Before sending the first message, you must obtain the agreement of the message recipient to communicate with them. This agreement, also known as "consent," should make it clear to the individual what type of messages they are agreeing to receive. You should keep a record of the consent, such as a copy of the document or form that the message recipient signed or a timestamp of when the customer completed a sign-up flow.
- If you don't send an initial message to the individual within a reasonable period after receiving consent, you will need to reconfirm consent in the first message you send to that recipient.
- Additionally, the consent only applies to you and the specific use or campaign that the recipient has consented to. You cannot treat it as blanket consent allowing you to send messages from other brands or companies you may have, or additional messages about other uses or campaigns.
- Proof of opt-in consent should be retained as set forth by local regulations or best practices after the end user opts out of receiving messages.

# **Alternative Consent Requirements**

While consent is always required and the consent requirements noted above are generally the safest path, there are two scenarios where it can be received differently.

## **Contact initiated by an individual**

If an individual initiates contact with you, you are free to respond in an exchange with that individual. For example, if an individual texts your phone number asking for your hours of operation, you can respond directly to that individual, relaying your open hours. In such a case, the individual's inbound message to you constitutes both consent and proof of consent. Remember that the consent is limited only to that particular conversation. Unless you obtain additional consent, don't send messages that are outside that conversation.

## **Informational content to an individual based on a prior relationship**

You may send a message to an individual with whom you have a prior relationship and the individual has taken some action to trigger the potential communication, and has not expressed a preference to not receive messages from you.

Actions can include a button press, alert setup, appointments, or order placements. Examples of acceptable messages in these scenarios include appointment reminders, receipts, one-time passwords, order/shipping/reservation confirmations, drivers coordinating pick-up locations with riders, and repair persons confirming service call times.

The message can't attempt to promote a product, convince someone to buy something, or advocate for a social cause.

## **Periodic Messages and Ongoing Consent**

If you intend to send messages to a recipient on an ongoing basis, you should confirm the recipient's consent by offering them a clear reminder of how to unsubscribe from those messages using standard opt-out language (defined below).

You must also respect the message recipient's preferences in terms of the frequency of contact. You also need to proactively ask individuals to reconfirm their consent as set forth by local regulations and best practices.

## **Identifying Yourself as the Sender**

Every message you send must identify you as the sender (the party that obtained the opt-in from the recipient), except in follow-up messages of an ongoing conversation.

## **Opt-Out**

To ensure compliance with regulations, any initial message sent to an individual should include language such as "Reply STOP to unsubscribe," or other standard opt-out keywords like STOPALL, UNSUBSCRIBE, CANCEL, END, and QUIT.

It's important to note that individuals have the right to revoke their consent at any time by responding with a standard opt-out keyword. Once someone has opted out, you may send one final message to confirm that the opt-out has been processed. However, any additional messages are not allowed unless the individual provides consent again.

# Usage Limitations

## Content We Prohibit

To maintain a safe and positive messaging platform, we prohibit certain types of content on our platform, even if customers have obtained consent from recipients. This includes any content that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or poses a threat to the public. Some of the prohibited uses are:

- Anything illegal in the jurisdiction where the message recipient resides, such as cannabis or prescription medication.
- Hate speech, harassment, exploitative or abusive content, or any communications from a hate group.
- Fraudulent or malicious content like malware or viruses.
- Any content that intentionally evades filters.

## Country-Specific Rules

It's essential to ensure that all messages comply with the rules and regulations of the country where the message recipient resides. Check out our [Country-Specific Guidelines](#) to review the requirements of different countries. Additionally, we have [Country Specific Requirements](#) for select countries that should be reviewed before sending messages to recipients from or in those countries.

## Age and Geographic Gating

If you're sending messages related to alcohol, firearms, gambling, tobacco, or other adult content, additional restrictions apply. Along with obtaining consent from every recipient, you must make sure that the message content complies with all applicable laws and guidelines of the jurisdiction where the recipient is located. You must also ensure that no message recipient is below the legal age of consent based on their location.

As proof of compliance with these restrictions, you need to have measures in place that guarantee compliance.

## **Messaging Policy and Prevention of Evasion for KrispCall**

At KrispCall, we take pride in providing a messaging platform that is safe, secure, and free from spam, fraudulent activity, and other forms of policy violations. To maintain the integrity of our platform, we do not allow customers to use our platform to evade unwanted messaging detection and prevention mechanisms put in place by us or telecommunications providers.

## **Our policy on Messaging Policy Violation**

### **Detection and Prevention Evasion includes**

- Content designed to evade detection: We do not allow content specifically designed to evade detection by unwanted messaging detection and prevention mechanisms. This includes misspelled words or non-standard opt-out phrases that have been intentionally created to evade detection.
- **Snowshoeing:** We prohibit snowshoeing, which refers to spreading similar or identical messages across multiple phone numbers to evade unwanted messaging detection and prevention mechanisms.
- Other prohibited practices: We also prohibit any other practices that violate our Acceptable Use Policy and this Messaging Policy.

## **Message Restrictions**

Ensuring messaging maintains its effectiveness as a communication and innovation channel is contingent on preventing its abusive use. Our commitment to this principle means certain types of content are strictly prohibited on our platform, irrespective of user consent. KrispCall's messaging policy aligns with this approach, disallowing the transmission of any content deemed illegal, harmful, unwanted, inappropriate, objectionable, verified as criminal misinformation, or posing a threat to the public. There are strict regulations for numbers from the USA and Canada. Such numbers that violate any of the mentioned message policies may be suspended with/without user consent. Such

prohibitions extend to content that might be legally permissible but conflicts with our standards. While some countries have strict regulations against such activities, some countries may not. The country-wise restriction will be applied to the use case including the following:

Category	Examples	Notes
High-risk financial services	<ul style="list-style-type: none"> <li>● Payday loans</li> <li>● Short term high-interest loans</li> <li>● New loan soliciting</li> <li>● Third-party loans</li> <li>● Student loans</li> <li>● Cryptocurrency</li> <li>● Stocks and investing platforms</li> </ul>	<p>“Third-party” means originating from any party other than the one which will service the loan.</p> <p>Examples of third-party loans could include: auto, mortgage, personal, etc.</p> <p>First-party loan content is acceptable if it is not promotional messaging.</p> <p>No businesses that solely operate in stocks, investing, or cryptocurrency are allowed to send SMS traffic. If there is a mixed-use case where that is a partial aspect of the business, it may be approved based on the other use case content.</p>

<p>Third-party lead generation services and marketing</p>	<ul style="list-style-type: none"> <li>● Companies, NGOs, or political campaigns that buy, sell, or share consumer information.</li> <li>● Affiliate lending</li> <li>● Affiliate marketing</li> <li>● Deceptive marketing</li> </ul>	<p>Any third-party use cases are strictly forbidden. Consent must be obtained directly from end-users.</p> <p>Political use case customers sending SMS messages are not able to use voter registration databases to collect consent and outreach end-users.</p> <p>Any business with terms of service or privacy policy that mentions sharing or selling consumer data/opt-in information is considered non-compliant.</p>
<p>Debt collection or forgiveness</p>	<ul style="list-style-type: none"> <li>● Third-party debt collection</li> <li>● Debt consolidation</li> <li>● Debt reduction</li> <li>● Debt relief</li> <li>● Credit/debt repair</li> </ul>	<p>“Third-party” means originating from any party other than the one who is owed the debt. For example, a hospital could send messages regarding bills for its own patients, assuming they provided an opt-in to receive that message.</p> <p>While third-party debt collection is not permitted, a debt collection business that has direct consent from end-users to send related content may do so.</p>

		<p>Debt consolidation, debt reduction, and credit repair programs are prohibited regardless of first-party consent.</p>
<p>“Get rich quick” schemes</p>	<ul style="list-style-type: none"> <li>● Deceptive work-from-home programs</li> <li>● Risk investment opportunities</li> <li>● Pyramid schemes</li> <li>● Mystery Shopping</li> <li>● Multi Level Marketing (MLM)</li> </ul>	<p>This is different from outreach about employment as a result of compliant opt-in practices, messages from brokerages to their members, investment news alerts, or other investment-related messages.</p>
<p>Illegal substances/articles</p>	<ul style="list-style-type: none"> <li>● Cannabis</li> <li>● CBD</li> <li>● Kratom</li> <li>● Paraphernalia products</li> <li>● Vape/E-cigs</li> <li>● Fireworks</li> </ul>	<p>Cannabis, CBD, Kratom, or drug paraphernalia product businesses are prohibited from utilizing SMS/MMS messaging on KrispCall in the US and Canada, regardless of content. These restrictions apply regardless of the federal or state legality. All use cases for these are disallowed from sending SMS whether it contains cannabis content or not, even for 2FA purposes it is not permissible for such entities.</p>

<p>Prescription drugs</p>	<ul style="list-style-type: none"> <li>● Drugs that require a prescription</li> </ul>	<p>Offers for drugs that cannot be sold over-the-counter in the US/Canada are forbidden regardless if the business is a licensed professional.</p>
<p>Gambling</p>	<ul style="list-style-type: none"> <li>● Casino apps</li> <li>● Websites that offer gambling</li> <li>● Sweepstakes</li> <li>● 50/50 Raffles</li> <li>● Contests</li> <li>● Betting/Sports picks</li> </ul>	<p>Gambling traffic is prohibited in the US and Canada on all number types (Toll-Free, Short Code, Long Code).</p> <p>Sweepstakes are allowed on Short Code but need to go through a special review.</p> <p>Bingo-related messages are allowed on an approved Short Code.</p>
<p>“S.H.A.F.T.” use cases and electronic smoking devices</p>	<ul style="list-style-type: none"> <li>● Sex</li> <li>● Hate</li> <li>● Alcohol</li> <li>● Firearms</li> <li>● Tobacco</li> <li>● Vape/E-cigs</li> </ul>	<p>Alcohol traffic is allowed on Toll-Free, Short Code, and Long Code in the US, as long as proper age-gating procedures are in place. Age gating means that website users must input their date of birth. It cannot be a yes or no question.</p> <p>Firearms, Tobacco, Vape, and E-cigarettes are not allowed on</p>

		<p>Toll-Free, Short Code, or Long Code regardless of age gating.</p> <p>All age-gated content in Canada must be blocked across Toll-Free, Short Code, and Long Code. The only way to send age-gated traffic into Canada (even with proper age-gating) is to receive a special carrier exemption. Allowed age-gated content in Canada includes: pocket knives, lighters, and non-alcoholic beverages.</p>
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## How We Handle Violations

To maintain compliance with our policy, we collect and monitor the content of text messages transmitted via our platform to certain countries. We also have Country Specific Requirements that form part of our Acceptable Use Policy for more information on the collection and monitoring of text message content in specific countries.

In case of policy violations, we work with our customers in good faith to bring them back into compliance with our policy. However, we reserve the right to suspend or remove access to our platform for customers or customers' end-users who violate our Messaging Policy or who fail to comply with the law or industry guidelines and standards, with limited notice in the case of serious violations of this policy.

At KrispCall, we strive to provide our customers with a messaging platform that is secure, reliable, and compliant with industry standards. We expect our customers to respect our policies and guidelines to ensure that messaging remains a great channel for communication and innovation.

## Penalties

Carrier Provider has put forward A2P non-compliance fines (mostly for US and Canadian networks) for messages that include prohibited content. These fines, if assessed by the carrier provider, will be passed through to customers by KrispCall. If the carrier provider detects any messages that violate the tiers listed below, they will issue a Sev-0 violation (the most severe consumer violation), a non-compliance fine, and they will immediately block the offending messages.

- Tier 1: \$2,000: phishing (including simulated phishing sent for security testing or similar purposes), smishing, and social engineering
  - Social Engineering is a technique used to manipulate someone into sharing private information, like passwords or credit card numbers.
- Tier 2: \$1,000: illegal content (content must be legal federally and in all 50 states)
- Tier 3: \$500: all other violations in commercial messaging including but not limited to, SHAFT (sex, hate, alcohol, firearms, and tobacco) that do not follow federal and state law and regulations (e.g. age-gate).

These non-compliance fines apply to violations across any A2P messaging product (SMS/MMS short code, toll-free, and 10DLC).

The carrier provider holds the authority to permanently suspend access to the carrier network for brands, campaigns, and both personal and company accounts in the event of deemed excessive violations. KrispCall will issue a Sev-0 violation notice and proceed to impose the relevant fine amount in such cases.

## KrispCall Voice Service

Making calls with KrispCall is straightforward and designed to provide you with a seamless and efficient experience. KrispCall supports a wide variety of call types to meet your personal and

professional communication needs. While KrispCall provides a broad range of calling capabilities, some restrictions may apply depending on your account plan and local regulations:

- **Emergency Calls:**  
KrispCall does not guarantee support for emergency numbers (e.g., 911, 112). Check local emergency call availability.
- **Premium and Toll Numbers:**  
Calling certain premium rates or toll numbers might not be supported. If enabled, additional charges may apply.
- **Restricted Countries:**  
Calls to specific countries or regions may be restricted due to regulatory or security concerns. Contact our support team to learn about such countries.
- **Fraudulent or Illegal Use:**  
Calls made for fraudulent, abusive, or illegal purposes are strictly prohibited and may result in account suspension.
- **Caller ID Transmission**  
KrispCall cannot guarantee consistent caller ID preservation due to variations in carrier networks, international telecom regulations, and routing constraints. Calls may experience caller ID modifications, potentially altering or replacing the original phone number display across different destinations.

For business use, they may also facilitate calls for telemarketing and advertising activities. However, specific requirements must be met to conduct such calls in compliance with applicable regulations and industry standards. If you use the KrispCall Calling feature to place **telemarketing or advertising** calls, you must do the following:

- Obtain the **prior consent** of the callee, in accordance with the requirements of **applicable laws, regulations, governmental orders, industry standards**, or the requirements of the telecommunications provider in the jurisdiction where it is applicable;
- Provide a **clear and concise explanation** of the **purpose of the call** and **identify yourself**, or your **organization**, as appropriate, at the beginning.
- Provide **mechanisms** for a callee to **opt out** of receiving those voice calls, as required by applicable law or regulation, and honor any opt-out requests; and

- **Do not place voice calls** to phone numbers that are on a **do not call list** or **registry in the applicable country** (e.g., National Do Not Call Registry in the United States of America or Telephone Preference Service in the United Kingdom).

It is your responsibility to cross-check any phone numbers to which you wish to place voice calls against the do-not-call list or registry in the applicable country.

## Voice calls prohibition

KrispCall prohibits using the KrispCall Voice Services to:

(a) **transmit misleading or inaccurate caller ID information** to the recipient of a voice call and

(b) place voice calls that generate an **unacceptable number of complaints** from **consumers, telecommunications providers, law enforcement agencies, or regulators.**

(c) place voice calls **impersonating banks, unsolicited investment and loan officials, social security and medicare, e-commerce, tax personnel, and other service personnel.**

## Unanswered voice calls and call duration

You must not have, in a given month,

(a) a **high volume of unanswered outbound voice call** attempts from a single originating phone number or

(b) a **low average outbound voice call duration.** Telecommunications providers may independently block your use of their networks if you engage in any of the foregoing behaviors.

## **Country Specific Requirements**

You must comply with the additional country-specific requirements to the extent they apply to your use of the KrispCall Voice Services in certain countries, regardless of whether they are located, domiciled, or doing business in those countries.

## **Prohibited Usage**

Do not use KrispCall to engage in or encourage any activity that is harmful to KrispCall's business operations or reputation, including but not limited to:

- Reverse engineering, copying, disassembling, or decompiling KrispCall's services
- Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications
- Attempting to gain unauthorized access to KrispCall's services
- Using KrispCall's services to transmit code, files, scripts, agents, or programs intended to do harm, including viruses or malware

## **Enforcement**

KrispCall reserves the right to investigate any suspected violations of this AUP, and to take appropriate action in response to such violations. Such actions may include, but are not limited to, the immediate termination of your account, the removal of any prohibited content, and the reporting of any illegal activity to the appropriate authorities.

## **Changes to this AUP**

KrispCall may update this AUP from time to time at our sole discretion. We will provide notice of any material changes to this AUP by posting the updated version on our website. Your

continued use of the KrispCall platform after such notice constitutes your agreement to the updated AUP.

## **Reporting Violations**

If you become aware of any violation of this AUP, please report it to KrispCall at [riskmanagement@krispcall.com](mailto:riskmanagement@krispcall.com).