



Acceptable Use Policy (AUP)

This Acceptable Use Policy (“AUP”) governs the use of voice services and related offerings (“Services”) provided by Kyro Telecom (“Kyro Telecom,” “Kyro,” “we,” or “us”). It applies to all customers (“Customer”) and any end users, affiliates, or third parties accessing or using the Services through the Customer (collectively, “Users”).

By subscribing to, interconnecting with, or routing traffic via the Services, Customer agrees to comply with this AUP, all applicable laws, and industry standards.

Kyro Telecom may modify this AUP from time to time upon reasonable notice, including via email, account notification, or website posting. Continued use of the Services after such updates constitutes acceptance of the revised terms.

1. Prohibited Use

Customer and its Users shall not use the Services for any unlawful, abusive, fraudulent, deceptive, or otherwise improper activity. The following list is illustrative and not exhaustive:

1.1 Illegal or Fraudulent Activities

- Violating any applicable law, regulation, or governmental order
- Engaging in fraud, scams, phishing (“vishing”), or deceptive practices
- Misrepresenting identity, origin, or intent of communications

1.2 Unlawful Communications & Telemarketing

- Initiating calls or messages without valid consent where required
- Violating Do-Not-Call regulations, the Telephone Consumer Protection Act (TCPA), or similar laws
- Using artificial or prerecorded voice messages in violation of applicable rules

1.3 Caller ID & Authentication Abuse

- Spoofing or falsifying caller identification information
- Using invalid, unassigned, or misleading numbers
- Attempting to evade or bypass call authentication frameworks, including STIR/SHAKEN

1.4 Traffic Manipulation & Billing Abuse

- Call stretching or artificially extending call duration
- Generating artificial traffic volumes (traffic pumping)
- Exploiting billing mechanisms or intercarrier compensation systems

1.5 Network Abuse & Disruption

- Interfering with or degrading network performance
- Generating abnormal, excessive, or suspicious traffic patterns
- Engaging in activities that negatively impact Kyro Telecom's network, services, or other customers

1.6 Improper or Harmful Use

- Transmitting threatening, abusive, harassing, defamatory, or otherwise harmful communications
- Using Services in a manner inconsistent with legitimate business use
- Engaging in repeated or continuous calling that results in complaints or service disruption

2. Customer Responsibilities

Customer is responsible for:

- Ensuring all use of the Services complies with applicable laws and regulations
- Maintaining accurate account and contact information
- Securing systems, credentials, and access to prevent unauthorized use
- Ensuring all Users comply with this AUP
- Maintaining appropriate consent records and documentation for outbound communications
- Full accountability for all traffic originating directly or indirectly through its accounts

Kyro Telecom may request documentation supporting Customer's use case, traffic sources, or compliance practices at any time.

3. Monitoring & Enforcement

Kyro Telecom may monitor network usage and traffic patterns to ensure compliance with this AUP and applicable laws. This may include the use of analytics, fraud detection systems, and call authentication mechanisms.

Kyro Telecom does not guarantee the acceptance, routing, or completion of any traffic.

4. Enforcement Actions

In the event of suspected or confirmed violations, Kyro Telecom may, at its sole discretion and without prior notice:

- Block, filter, restrict, or reroute traffic
- Suspend or terminate Services (in whole or in part)
- Limit or disable specific numbers, trunks, or interconnections
- Modify or revoke call authentication status (e.g., STIR/SHAKEN attestation)
- Investigate traffic patterns and request supporting documentation
- Report activity to carriers, industry organizations, or regulatory authorities
- Cooperate with law enforcement or legal processes

5. Fraud Prevention & Financial Responsibility

Customer is solely responsible for all usage of the Services, including unauthorized or fraudulent activity. Customer agrees to pay all charges incurred and to reimburse Kyro Telecom for any costs, penalties, or damages resulting from misuse, abuse, or regulatory violations associated with Customer traffic.

6. Indemnification

Customer agrees to indemnify, defend, and hold harmless Kyro Telecom, its affiliates, partners, and personnel from any claims, damages, losses, fines, or expenses arising from:

- Use of the Services
- Violation of this AUP
- Violation of applicable laws or regulations
- Third-party claims related to Customer's traffic or activities

7. No Waiver

Failure by Kyro Telecom to enforce any provision of this AUP shall not constitute a waiver of its rights.

8. Reservation of Rights

Kyro Telecom reserves the right to determine, in its sole discretion, whether any use of the Services violates this AUP or poses a risk to the network, business operations, or regulatory compliance.

9. Acknowledgment

By using Kyro Telecom Services, Customer acknowledges that it has read, understood, and agrees to comply with this Acceptable Use Policy.

10. Additional Terms & Network Protection

Customer and its Users shall not engage in any activity that interferes with, disrupts, degrades, or otherwise harms Kyro Telecom's network, Services, systems, operations, or other customers and users of the Services.

Kyro Telecom reserves the right to take any action it deems appropriate in response to violations of this AUP, including but not limited to suspension or termination of Services, traffic blocking, cooperation with law enforcement or regulatory authorities, disclosure of relevant information where legally required, and pursuit of any remedies available at law or in equity.

Failure by Kyro Telecom to enforce any provision of this AUP or to act in response to any specific violation shall not constitute a waiver of its rights.

Customers may be subject to additional requirements, restrictions, or service-specific policies applicable to Services, features, routes, jurisdictions, or interconnections, as communicated by Kyro Telecom from time to time.

11. Customer Verification & Due Diligence

Kyro Telecom reserves the right, at its sole discretion, to conduct customer verification, due diligence, and ongoing compliance reviews before or during the provision of Services.

Customer may be required to provide information or documentation including, but not limited to:

- Corporate registration documents
- Identification of beneficial owners
- Service use cases
- Traffic profiles and routing information
- Proof of consent for outbound communications
- Regulatory registrations or certifications

Failure to provide requested information, or provision of false or misleading information, may result in suspension, restriction, or termination of Services.

Kyro Telecom reserves the right to refuse service to any customer or traffic source that presents operational, compliance, fraud, reputational, or financial risk.

12. Limitation of Liability

Kyro Telecom shall not be liable for any damages, losses, service interruptions, loss of revenue, or business interruption arising from actions taken in good faith to enforce this AUP, protect network integrity, comply with legal or regulatory obligations, or mitigate suspected fraudulent, abusive, or non-compliant activity.

13. Governing Terms

This AUP shall be governed by and interpreted in accordance with the applicable customer agreement, including any Master Services Agreement (“MSA”), Service Order, or other binding agreement entered between Kyro Telecom and Customer.