

These Branded Caller ID Service-Specific Terms (the "**BCID Terms**") form an integral part of the T&Cs available at <https://legal.aircall.io> and apply in addition to them. Any capitalized terms used but not defined herein shall have the meaning assigned to them in the T&Cs. In the event of any conflict between the BCID Terms and the T&Cs, the BCID Terms shall prevail. Aircall may update the BCID Terms at any time.

1. Definitions

- a. "**Branded Call**" means an outbound call originated by the Customer through the Aircall Services that is enriched with Customer Branding for display on a supported recipient device, subject to network operator and device eligibility.
- b. "**Branded Caller ID**" or "**BCID**" means the Aircall service that enables the display of Customer Branding (such as business name, logo and/or call reason) on the handset of a call recipient for eligible outbound calls, delivered in cooperation with the Provider and participating network operators.
- c. "**Customer Branding**" means the display name, trading name, logo, brand assets, call reason/purpose text and other identifying information that the Customer submits for display in connection with Branded Calls.
- d. "**KYC / Vetting and Validation**" means the know-your-customer, brand verification and number-ownership checks that must be completed before activation and maintained during the term, as communicated to the Customer by Aircall during the onboarding and activation workflow.
- e. "**Provider**" means the third-party branded-calling provider engaged by Aircall to deliver the BCID service. Aircall may replace or add Provider(s) upon prior notice to the Customer.
- f. "**Registered Numbers**" means the telephone numbers, owned or controlled by the Customer and used with the Aircall Services, that are registered and approved for use with BCID.
- g. "**Supported Territory**" means the United States, or such other country/region where Aircall makes BCID generally available, as notified to the Customer in the Dashboard or set out in the Order Form.

2. Service Description

- a. BCID enables the display of Customer Branding on the devices of call recipients for eligible outbound Branded Calls placed from Registered Numbers, where the recipient's network operator and device support the feature.
- b. BCID is available in the United States. Availability in additional territories, if any, will be reflected in an update to these BCID Terms.
- c. Display of Customer Branding is not guaranteed for every call. Such display depends on factors outside Aircall's control, including the recipient's network operator, device, operating

system, network conditions and the recipient's own settings. BCID is provided on a reasonable-efforts basis and is not a guaranteed-delivery or guaranteed-display service.

- d. Activation is conditional on successful completion of KYC / Vetting and on registration and approval of the relevant Registered Numbers. Aircall may decline to activate, or may deactivate, BCID for any number that has not been successfully vetted.

3. Onboarding, KYC & Brand Verification

- a. Before BCID is activated, the Customer must complete the KYC / Vetting process and provide the information and supporting documentation reasonably requested by Aircall and/or the Provider, including verification of the Customer's legal identity, its right to use the Customer Branding, and its ownership or control of the Registered Numbers.
- b. The Customer must keep all information submitted for KYC / Vetting accurate, complete and up to date, and must promptly notify Aircall of any change (including changes of legal entity, control, brand assets, use case or number holdings). Aircall and/or the Provider may re-verify the Customer periodically and may suspend BCID pending re-verification.
- c. Aircall and the Provider may reject, remove or require modification of any Customer Branding or Registered Number that fails verification, is inaccurate or misleading, or does not comply with these BCID Terms, applicable law or Provider/network operator rules.

4. Customer Obligations & Acceptable Use. The Customer shall, and shall ensure that its Users:

- a. use BCID only for lawful outbound calling from Registered Numbers that the Customer owns or is authorized to use;
- b. ensure that all Customer Branding is accurate, current, and not false, misleading or likely to deceive the recipient, and does not impersonate any third party;
- c. comply with all applicable laws and regulations relating to outbound calling, telemarketing, robocalling, caller identification and consumer protection, including the Telephone Consumer Protection Act (TCPA), the Truth in Caller ID Act, the TRACED Act and STIR/SHAKEN caller-authentication requirements, each as may be amended or supplemented from time to time, and the Provider's and network operators' acceptable-use policies as notified by Aircall from time to time;
- d. obtain and maintain all consents required to place the relevant calls and to display Customer Branding;
- e. not use BCID for any prohibited or restricted use case notified by Aircall, the Provider or a network operator (including fraudulent, deceptive, harassing or unsolicited calling), and comply with the applicable Provider and network operator acceptable-use rules;
- f. not resell, sublicense or make BCID available to any third party;

- g. not use BCID in a manner that causes personally identifiable information (PII), protected health information (PHI) or payment card data (within the scope of PCI-DSS) to be transmitted through the BCID Service, except as necessary for the KYC / Vetting process; and
- h. promptly notify Aircall of any change in its calling practices, use cases or customer base that could affect compliance with these BCID Terms or the Provider's requirements.

5. License to Customer Branding

- a. The Customer grants Aircall and the Provider(s) a non-exclusive, royalty-free, worldwide license to host, reproduce, transmit and display the Customer Branding solely as necessary to provide BCID during the term. The Customer retains all right, title and interest in the Customer Branding.
- b. The Customer represents and warrants that it owns or has all necessary rights in the Customer Branding and Registered Numbers, and that Aircall's and the Provider's use of them as contemplated will not infringe the rights of any third party or violate any applicable law.
- c. The Customer represents and warrants that each of its Users who accesses BCID will comply with these BCID Terms, the Provider's acceptable-use policies and all applicable laws relating to outbound calling, caller identification and consumer protection. The Customer is liable for, and will indemnify Aircall against, any breach by its Users as if such breach were the Customer's own.

6. Third-Party Provider & Network Operator Dependencies

- a. The Customer acknowledges that BCID is delivered in cooperation with the Provider and participating network operators, and that Aircall's ability to provide BCID depends on their services, systems, policies and continued participation. The Provider and network operator terms (including pass-through terms imposed by network operators on the Provider) may, in the event of conflict, take precedence over these BCID Terms to the extent required for Aircall to maintain its relationship with the Provider and the network operators.
- b. The Provider and/or network operators may impose, change or withdraw eligibility criteria, vetting requirements, display rules, technical specifications or pricing, and may suspend or discontinue branded-call display for a number, brand or call, in each case without prior notice to Aircall. Aircall will pass through and enforce such requirements and may amend, suspend or terminate BCID (in whole or in part) to the extent required to comply. Where reasonably practicable, Aircall will give the Customer prior notice of material changes. Aircall shall not be liable for any loss, damage or disruption arising from any such Provider or network operator action.
- c. The Customer acknowledges that the Provider's acceptable-use policy (as updated from time to time) applies to the Customer's use of BCID. Any breach of the Provider's acceptable-use policy by the Customer or its Users constitutes a material breach of these BCID Terms and entitles Aircall to immediately suspend or terminate BCID without cure period or liability.

- d. Aircall will use reasonable efforts to notify the Customer of material changes to the Provider's acceptable-use policy. The Customer's continued use of BCID following such notification constitutes acceptance of the updated policy.
- e. The Customer acknowledges that the Provider may use aggregated and de-identified data derived from BCID usage for the purpose of maintaining and improving the BCID service.

7. Fees & Billing

- a. BCID is charged on a usage basis per successfully placed Branded Call, at the rate set out in the Order Form, billed in arrears in accordance with the Agreement.
- b. Usage is measured by Aircall's and/or the Provider's systems, which will be the reference record for billing absent manifest error. Fees are exclusive of taxes, which the Customer bears in accordance with the Agreement.
- c. Aircall may adjust BCID pricing on renewal or where required by a change in Provider or network operator charges, on at least thirty (30) days' prior written notice to the Customer. Continued use of BCID after the effective date of a price adjustment constitutes acceptance. For the avoidance of doubt, the Customer's obligation to pay Fees is not affected by any suspension of BCID, including suspensions resulting from Provider or network operator directives, except where the Agreement expressly provides otherwise.

8. Suspension & Termination

- a. Aircall may suspend or terminate BCID (in whole or for specific numbers or branding), immediately and without liability, where: (i) KYC / Vetting fails or is not maintained; (ii) the Customer breaches these BCID Terms, the Permissible Use Policy, or the Provider's or any network operator's acceptable-use rules; (iii) required by the Provider, a network operator, a regulator or applicable law; (iv) Aircall reasonably suspects fraudulent, deceptive or unlawful use; or (v) any act or omission of the Customer could reasonably be expected to expose Aircall to uncapped liability, regulatory action or termination of its agreement with the Provider. The Customer acknowledges that, given the nature of the Provider's and network operators' requirements, no cure period may apply to suspensions under sub-paragraphs (ii) through (v).
- b. BCID terminates automatically on termination of the Agreement or of the relevant Order Form. On termination, Aircall will cease display of Customer Branding and will return or delete Customer Branding and KYC data in accordance with the DPA and the Provider's requirements, save where retention is required by law.

9. Warranties & Liability

- a. BCID is provided on a reasonable-efforts basis. To the maximum extent permitted by law, Aircall does not warrant that Customer Branding will be displayed on any particular call, device or network operator, or that BCID will be uninterrupted or error-free.

- b. The Customer is solely responsible for its calling practices, the accuracy and lawfulness of its Customer Branding, and its compliance with calling and caller-ID laws. The Customer will indemnify and hold harmless Aircall Parties (as defined in the Agreement) and the Provider against any and all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) any third-party claim relating to the Customer's Customer Branding, calling practices or use of BCID; (ii) any regulatory action, investigation or enforcement proceeding arising from the Customer's use of BCID; (iii) any claim by the Provider or a network operator arising from the Customer's breach of these BCID Terms, the Provider's acceptable-use policies, or network operator pass-through requirements; and (iv) any breach by the Customer of its representations, warranties or obligations under these BCID Terms. This indemnity is subject to the indemnity procedure in Section 11.1 (Customer Indemnification) of the Agreement and is without prejudice to Aircall's other rights and remedies under the Agreement.
- c. The limitations and exclusions of liability in Section 12 (Limitations of Liability) of the Agreement apply to BCID. For the avoidance of doubt, the Customer's indemnification obligations under these BCID Terms and the Customer's breach of Section 4 (Customer Obligations & Acceptable Use) of these BCID Terms are not subject to the liability cap in the Agreement.

10. Changes to These Terms

- a. Aircall may update these BCID Terms to reflect changes in the service, Provider/network operator requirements or applicable law, in accordance with the change-of-terms mechanism in the Agreement.