

These Number Reputation Service-Specific Terms (the "**Number Reputation 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 Number Reputation Terms and the T&Cs, the Number Reputation Terms shall prevail. Aircall may update the Number Reputation Terms at any time.

## 1. Definitions

- a. "**Number Reputation API**" or "**Service**" means the Aircall Number Reputation service, delivered in cooperation with the Provider, that allows registration of Registered Numbers and returns a Reputation Label and Reputation Metrics for those numbers.
- b. "**Provider**" means the third-party phone-reputation and caller-identification provider engaged by Aircall to deliver the Service. Aircall may replace or add Provider(s) upon prior notice to the Customer.
- c. "**Registered Numbers**" means the Aircall Numbers allocated by Aircall to the Customer for use with the Services, that are submitted by Aircall to the Provider for registration under the Service.
- d. "**Reputation Label**" means a reputational label generated by the Provider's algorithms for a Registered Number (for example, Spam Likely, Fraud Likely, or no rating). The Provider's algorithms may cause different recipient devices to display different Reputation Labels for the same number depending on call circumstances.
- e. "**Reputation Metrics**" means engagement and performance metrics that contribute to a Registered Number's Reputation Label.
- f. "**Vetting**" means the verification of a Customer's legal existence, good standing and right to place outbound calls from the numbers it submits, as further described in Section 3.

## 2. Service Description

- a. The Service enables the Customer to submit Registered Numbers for registration with the Provider and to receive the current Reputation Label and Reputation Metrics for those numbers, as further detailed on the Aircall Site.
- b. The Service is available in the countries and for the number types listed on the Aircall Site from time to time, subject to Provider coverage. Provider and Aircall coverage may vary by carrier and territory, may change from time to time, and is not guaranteed for any given number or call.
- c. The Customer acknowledges that a Reputation Label reflects the Provider's assessment at a given point in time and may change without notice, and that different recipient devices or carriers may display different labels for the same Registered Number depending on call circumstances outside Aircall's control. The Service is provided on a reasonable-efforts basis and Aircall does not guarantee the accuracy, continuity or particular display of any Reputation Label.
- d. Registration of a Registered Number is conditional on successful completion of Vetting for the Customer associated with that number. Aircall may decline to register, or may de-register, any number associated with a Customer that has not been successfully vetted.

## 3. Onboarding, Vetting & Registration

- a. Before submitting Registered Numbers, the Customer must verify: (i) its legal existence and good standing; and (ii) its ownership of, or valid legal right to place outbound calls from, the submitted numbers. The Customer must not submit unassigned telephone numbers for registration.
- b. The Customer must promptly notify Aircall of any change affecting a submitted Registered Number (including a change of legal entity, control, use case or number holdings), and must submit deletions of Registered Numbers within five (5)

business days after a number is no longer in use by the Customer, or the Customer's subscription to the Service ends.

- c. Aircall and the Provider may reject, suspend or require re-verification of any Registered Number that fails Vetting, is inaccurate, or does not comply with these Number Reputation Terms, applicable law or Provider rules.

#### **4. Customer Obligations & Acceptable Use**

The Customer shall, and shall ensure that its Users:

- a. only submit Registered Numbers that the Customer controls or is authorised to use, and never submit unassigned telephone numbers;
- b. comply with all applicable laws and regulations relating to outbound calling, telemarketing, robocalling, caller identification and consumer protection, and with the Provider's acceptable-use policies as notified by Aircall from time to time;
- c. not engage in, or facilitate, number-rotation practices, namely replacing or cycling through Registered Numbers in order to avoid, circumvent or obtain a more favourable Reputation Label than would otherwise apply, or any other use that promotes negative calling practices;
- d. not reverse engineer, decompile or disassemble the Service or attempt to derive its source code;
- e. immediately notify Aircall of any actual or suspected unauthorised use of, or access to, the Service, and reasonably assist in any related investigation; and
- f. promptly notify Aircall of any change in calling practices, use cases or customer base that could affect compliance with these Number Reputation Terms or the Provider's requirements;
- g. and  
acknowledge that Aircall reserves the right to monitor the Customer's use of the Service, including usage patterns across Registered Numbers, to detect any suspected number-rotation practice, and may request additional information from the Customer in connection with any such review.

#### **5. Accuracy; No Guarantee**

- a. The Service is provided on a reasonable-efforts basis. To the maximum extent permitted by law, Aircall does not warrant the current or continued accuracy of any Reputation Label or Reputation Metric, and does not warrant that the Service will be uninterrupted or error-free.
- b. The Customer is solely responsible for its own use of, and decisions based on, any Reputation Label or Reputation Metric, and for ensuring that its Users' use of Registered Numbers complies with applicable law.

#### **6. Third-Party Provider**

- a. The Customer acknowledges that the Service is delivered in cooperation with the Provider, and that Aircall's ability to provide the Service depends on the Provider's services, systems, policies and continued participation.
- b. The Provider may, at any time and without prior notice to Aircall, impose, change or withdraw eligibility criteria, vetting requirements, technical specifications or other restrictions or prohibitions on use of the Service (including those arising from statutes, regulations or the Provider's data-source providers), and may suspend or discontinue registration or reporting for a number or Customer accordingly. The Customer will, and will ensure its Users, strictly comply with any such requirement notified by Aircall. Aircall will pass through and enforce such requirements and may amend, suspend or terminate the Service (in whole or in part) to the extent required to comply, and shall not be liable for any loss, damage or disruption arising from any such Provider action.

#### **7. Fees & Billing**

- a. The Service is charged on a usage basis per query and/or per Registered Number, at the rates 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.

## **8. Suspension & Termination**

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

## **9. Warranties & Liability**

- a. The Service is provided on a reasonable-efforts basis. To the maximum extent permitted by law, Aircall does not warrant that a particular Reputation Label will be displayed on any device, network or carrier, or that the Service will be uninterrupted or error-free.
- b. The Customer is solely responsible for the accuracy of the information it submits for Vetting and Registered Numbers, and for its and its Users' compliance with applicable calling and consumer-protection 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 a Registered Number, calling practices or the Customer's use of the Service; (ii) any regulatory action, investigation or enforcement proceeding arising from the Customer's or its Users' use of the Service; (iii) any claim by the Provider arising from the Customer's breach of these Number Reputation Terms or the Provider's acceptable-use policies; and (iv) any breach by the Customer of its representations, warranties or obligations under these Number Reputation Terms. This indemnity is subject to the indemnity procedure in Section 11.1 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 of the Agreement apply to the Service.

## **10. Changes to these Terms**

- a. Aircall may update these Number Reputation Terms to reflect changes in the Service, Provider requirements or applicable law, in accordance with the change-of-terms mechanism in the Agreement.