

onecom

**ADSL, FTTC, FTTP,
SoGEA & SoADSL
Service Terms**

1. General

These ADSL, FTTC, FTTP, SoGEA & SoADSL Service Terms should be read in conjunction with all other terms of the Contract.

2. Definitions and interpretation

2.1 Terms defined in the Contract shall have the same meaning in these ADSL, FTTC, FTTP, SoGEA & SoADSL Service Terms. The following definitions shall also apply.

ADSL	asymmetric digital subscriber line
FTTC	fibre to the cabinet
FTTP	fibre to the premises
Incident	a support or maintenance requirement or event relating to the Services
Planned Maintenance Hours	the period between 10pm and 6am UK time
Service	as applicable: <ul style="list-style-type: none">i. ADSL;ii. FTTC;iii. FTTP;iv. SoGEA; andv. SoADSL
SoADSL	single order asymmetric digital subscriber line
SoGEA	single order generic ethernet access

2.2 The rules of interpretation set out in the Contract apply to these ADSL, FTTC, FTTP, SoGEA & SoADSL Service Terms.

3. Service management

3.1 Reporting an Incident

3.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 3.2) must be logged via telephone call only and can be logged at any time seven days a week, 24 hours a day (including bank holidays).

3.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 3.2) may be logged by telephone, on OneCloud or via email during Business Hours.

3.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:

- (a) the reporter's name and telephone number;
- (b) the affected Site (including postcode);

- (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
- (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.

3.2 Incident Priority

Onecom shall categorise an Incident in line with the following criteria.

Priority Level Description	Example
Priority 1 Total loss of functionality of the Service. All Users are impacted.	Service is completely unavailable for use by the Customer
Priority 2 A substantial impact/degradation of the Customers use of the Service	Partial outage, intermittent or unstable connection
Priority 3 Impact on the quality of the Service	Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations
Priority 4 Incident affecting a single User	An Incident impacting a single User or a problem where assistance is required to aid trouble shooting

3.3 Incident Response Time Targets

3.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

Incident Priority	Incident Response Time Target
Priority 1	4 Business Hours
Priority 2	6 Business Hours
Priority 3	8 Business Hours
Priority 4	12 Business Hours

3.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the

Incident and may include a request for other information reasonably required by Onecom.

4. Exclusions

- 4.1 The Incident response time targets do not apply to any unavailability, suspension or termination of the Services:
 - 4.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
 - 4.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
 - 4.1.3 caused by a Force Majeure Event;
 - 4.1.4 that results from any acts or omissions of the Customer;
 - 4.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
 - 4.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

5. Fraud

- 5.1 In the event the Customer becomes aware of, or reasonably suspects fraudulent use of the Services, it shall immediately:
 - 5.1.1 stop using the impacted Services; and
 - 5.1.2 notify Onecom.
- 5.2 The Customer acknowledges and agrees that:
 - 5.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;
 - 5.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:
 - (a) Onecom shall have no liability to the Customer; and
 - (b) Onecom's sole obligation to the Customer is to (at the Customer's cost):
 - (i) reasonably cooperate with the Customer upon request; and
 - (ii) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;
 - 5.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges, relating to the fraudulent use of the Services.
- 5.3 Without prejudice to clause 5.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

6. Disclaimer

- 6.1 Upon activation of the Service, the Customer accepts it may experience a temporary loss of its existing line.
- 6.2 Onecom cannot guarantee that the Service will operate at data transfer speeds set out in the Contract or otherwise.
- 6.3 The Service is provided on an “as is” and “as available” basis and without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, quality, uninterrupted or error-free, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the Service will meet the Customer’s requirements, all of which are expressly disclaimed.
- 6.4 Onecom additionally disclaims all warranties related to third-party providers and the Customer acknowledges, understands and agrees that Onecom exercises no control over, and disclaims any responsibility for, the accuracy and quality of any information transmitted via the internet or a telecommunications provider network by or on behalf of Onecom with the use of any account and/or the Services.

7. Planned and Emergency Maintenance

- 7.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days’ advance notice of any planned maintenance.
- 7.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom’s carrier partners to discourage maintenance without notification.
- 7.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.