

**onecom**

# **Vox One Service Terms & Support Schedule**



## 1 General

The Vox One Service Terms and Support Schedule should be read in conjunction with all other terms of the Contract.

## 2 Service Overview

- 2.1 Vox One is a VoIP service providing simple features such as voicemail, caller display, call forwarding and time of day/week schedules.
- 2.2 Designed as a replacement for analogue lines (PSTN), the Service is delivered via a Onecom-supplied router using a traditional analogue phone.
- 2.3 The Vox One Service includes remote configuration, set-up and testing of the Service.
- 2.4 The Service is delivered and managed remotely unless agreed otherwise by Onecom in writing, and for which additional Charges may apply.

## 3 Interpretation

- 3.1 Terms defined in the Contract and used in the Vox One Service Terms and Support Schedule shall have the same meaning in the Vox One Service Terms and Support Schedule. The following definitions shall also apply:

<b>PSTN</b>	public switched telephone network
<b>Target Resolution Times</b>	the target resolution times set out in paragraph 7.2
<b>VoIP</b>	voice over internet protocol

- 3.2 References to the **Service** in the Vox One Service Terms and Support Schedule is to the Vox One Service.
- 3.3 Unless stated otherwise, references to paragraphs are to paragraphs in the Vox One Service Terms and Support Schedule.
- 3.4 Paragraph headings shall not affect the interpretation of the Vox One Service Terms and Support Schedule.
- 3.5 Any phrase introduced by the terms **including, include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3.6 A reference to **writing** or **written** includes reference to any communication effected by electronic transmission or similar means.

## 4 Customer Obligations

- 4.1 The Customer is responsible for ensuring that its IT services and internal network or internet connection is configured to support the Service and meets the minimum requirements communicated to the Customer by Onecom from time to time.
- 4.2 In relation to the implementation of the Service, the Customer is responsible for:

4.2.1 collation and provision of Customer data in the format specified by Onecom and as required to enable configuration of the Service; and

4.2.2 unless specified otherwise, the provision and deployment of physical handsets at the Customer's premises or such other agreed location.

4.3 Handsets supplied for use with the Vox One Service cannot be used with any other service and Onecom is under no obligation to adapt any handset for general use at any time.

## **5 Emergency calling**

5.1 Calls to emergency services via VoIP operate differently than on traditional PSTN. The Customer acknowledges and agrees to the provisions set out in this paragraph 5 and shall ensure that the information is communicated to all Users.

5.2 The differences between calls to the emergency services via VoIP and PSTN include the following:

5.2.1 the emergency service may not know the actual location of a caller making an emergency services call, which could result in the call being routed to the wrong emergency services call centre and/or emergency services being dispatched to the wrong location; and

5.2.2 if the User's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the internet, the User cannot make an emergency services call through the Service.

5.3 In the event 5.2.2 applies, the User should use their mobile phone to make the emergency call.

## **6 Fair usage policy**

6.1 The Customer shall not use the Service:

6.1.1 in a way which imposes an unreasonable or disproportionately large load on Onecom's (or its third party suppliers) infrastructure or the Service;

6.1.2 for automated, high volume or otherwise excessive call-forwarding, auto-dialling and/or call-blasting activities; and/or

6.1.3 to make automated, continuous, extensive or excessive calls using the Service beyond what Onecom considers (at its absolute discretion) to be reasonable business use.

6.2 Subject to the Customer's compliance with the fair usage terms at paragraphs 6.1 above, unlimited minutes are included in all Vox One packages to UK 01, 02, 03 and 07 numbers. Calls to other numbers will incur additional Charges based on usage at the rates set out in the Price Guide.

6.3 In the event Onecom suspects that the Customer has breached the fair usage terms at paragraph 6.1, Onecom reserves the right, at Onecom's absolute discretion, to:

6.3.1 suspend and/or terminate the Customer's access to the Service immediately without notice; and/or

6.3.2 modify the Customer's pricing plan for access to the Service to reflect any excessive use of the Service or abuse of billing periods to avoid and manipulate payment to Onecom, including

converting the Customer's pricing plan to a fully-metred usage plan and charging pro rata for Service access.

## 7 Incident Resolution

7.1 The following priority level descriptions apply in relation to Incidents affecting the Vox One Service.

Priority Level	Description
Priority 1	Major service outage - multiple customers affected
Priority 2	Operation of the Service is severely degraded, or major components of the Service are not operational, and work cannot reasonably continue
Priority 3	Features of the Service are materially impaired while most major components of the Service remain functional
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Service

7.2 Onecom shall use reasonable endeavours to meet the following target resolution times.

Priority	Target Resolution Time
Priority 1	4 Business Hours
Priority 2	8 Business Hours
Priority 3	5 Business Days
Priority 4	N/A

7.3 The target resolution times detailed in the table at paragraph 7.2 do not include the initial acknowledgement response from the Onecom service desk and any request for further information reasonably required by Onecom to progress a resolution.

7.4 Onecom shall use reasonable endeavours to meet the target resolution times detailed in the table at paragraph 7.2 but gives no guarantee that it will resolve any Incident within any particular timescale. Onecom's failure to resolve an Incident in accordance with any service level or other target set out in the Contract shall not constitute a breach of contract, nor give rise to any liability of Onecom to the Customer.