



SERVICE SPECIFIC TERMS FOR HOSTED VOICE TELEPHONE SYSTEMS

These are the terms applicable to the use of our Hosted Voice Service, hosted by TalkTalk.

Hosted Voice over Internet Protocol (VoIP) is a cloud based telephone system which sends voice traffic over the internet which enables businesses to seamlessly communicate and collaborate.

If you wish to use this Service, you must review and agree to these Service Specific Terms.

The **Territory** for this Service is **the United Kingdom (including the Hull area but excluding the Isle of Man, the Isles of Scilly and the Channel Islands)**

1.DEFINITIONS

1.1 We use the word **TalkTalk** to mean TalkTalk Communications Limited.

2.COMPATIBILITY

2.1 The ability to use the Service is dependent on you having:

2.1.1 a compatible connectivity product

2.1.2 a network conforming to such standards as TalkTalk may require from time to time (see the Marketplace for details); and

2.1.3 compatible equipment.

2.2 If you wish to use any third party service in conjunction with the Service, please check before you subscribe for that third party service that the Service is compatible with the third party service.

2.3 We can (on request) provide a list of third party services with which the Service is known to be incompatible, but as third party services are constantly changing be aware that we cannot guarantee that the list will be complete or accurate.

3.FEES

3.1 The Fees will be charged as set out within the accompanying quotation.

3.2 If you purchase a minutes bundle you will pay a fixed monthly charge. Any usage outside your bundle will be charged at the rates set out in the quotation.

3.3 If you choose to subscribe for the Service on a "pay as you go" basis, you will pay a monthly licence fee plus a monthly charge for any minutes consumed. Pay as you go minutes will be charged at the rates set out in the rate card. Details available from your Soda contact.

3.4 Call charges depend on the time of day that the call was initiated and the destination of the call. Bank holidays are treated as a normal day.

3.5 Calls are measured and billed in per second units or call units based on the applicable tariff and individual call charges are calculated to 0.001p, but overall Fees are rounded up to the nearest whole penny.

3.6 In addition to the Fees, you will be responsible for any costs incurred by the use of the Service we provide to you and charged to us by a network operator, service provider or other body, including any costs incurred as a result of unauthorised or fraudulent use of the Service.

3.7 Please be aware that as Fees are based on usage, there is a risk that Fees may be higher than you expect, for example because of unusually high usage, out-of-bundle calls, long calls made to international or premium rate numbers or misuse. It is your responsibility to monitor usage and ensure that your staff do not make usage in excess of what you are able and prepared to pay for.

Unfortunately we are unable to waive any Fees incurred, even where they were incurred in error or as a result of unauthorised use of the Service, except where the misuse was as a result of our or TalkTalk's default.

3.8 To protect you, and ourselves we may (but are not required to) temporarily disable use of the Service if we are concerned about unusual or unexpected usage. In this case we will contact you as soon as reasonably practicable to resolve the issue.

4.SERVICE LEVELS AND SERVICE CREDITS

4.1 TalkTalk offers a service level agreement (**SLA**), which makes certain service levels commitments to Customers and offers service credits for failure to meet those commitments.

4.2 If you wish to claim for service credits from a Customer, you must let us know and we will pass this claim to TalkTalk.

4.3 If we are successful in claiming a service credit from TalkTalk, we will apply an equivalent credit (a credit to the same financial value as that received by us from TalkTalk) to your next invoice following the date on which we receive the credit from TalkTalk.

5.SERVICE COMMENCEMENT AND CANCELLATION

5.1 Due to the nature of the Service, it will usually take a few days to activate it once you sign up. We cannot guarantee the period within which it will be activated, as in some cases it may be necessary to request further information from you before we can do so. However, we aim to activate it within two business days of receipt of your order.

5.2 You may cancel the Hosted Voice Service at any time in writing to your Soda Contact. Please be aware however that your cancellation request may take up to 10 working days to process and that you will remain responsible for any Fees incurred during this period.

6.TELEPHONE NUMBERS

6.1 Any telephone numbers, dialling codes or IP addresses allocated to you once the service commences will not belong to you. Telephone numbers you used before commencing the service and ported in to the service will be passed back to you where ever technically possible.

6.2 It may be necessary from time to time to withdraw or change any telephone number or code allocated to you on reasonable notice (for example for commercial, operational, technical or legal reasons).

6.3 If you wish to transfer an existing number to the Service or away from the Service please let us know. We will normally be able to fulfil requests of this nature, but please be aware that this is dependent on TalkTalk's ability to do so (for example, on TalkTalk having a porting agreement with the previous provider).

7.UNUSUAL USAGE

7.1 If any number is expected to receive a significant volume of calls (more than 5,000 calls in any 15 minute period), for example due to a promotion or ticket sales, you must give us at least five business days' notice. If there are multiple non-geographic numbers pointing to a single number these shall all be considered to be one number for the purposes of this paragraph 7.1.

7.2 Any number allocated for use with the Service may be withdrawn following a prolonged period of inactivity. If for any reason a number will be unused for an extended period of time (six months or more) or experience unusually low usage (receiving less than five minutes of calls in a month), for example if it is being used as part of a disaster recovery plan, please let us know.

8.EMERGENCY CALLS

8.1 The Service is not intended to be used for calls to emergency services. We recommend that the Service is not used for emergency calls except where absolutely necessary and we cannot accept any liability as a result of the failure or deficiency of such calls. You must ensure that it has alternative arrangements in place in case such a call is required and that all users are aware of such alternative arrangements for making emergency calls.

8.2 Notwithstanding paragraph 8.1, you must ensure that you have provided us with accurate information, and kept that information up-to-date, in relation to the address at which each number is used and any other information which is necessary to ensure correct information can be passed to an emergency organisation in accordance with condition 4 of OFCOM's general conditions of entitlement. Any address provided must be validated with the PostcodeAddress File (PAF).

8.3 If any discrepancy is identified in an address as reported to emergency services you must respond within one business day to correct the discrepancy. You must promptly cooperate with, any audits that TalkTalk wishes to conduct to ensure compliance with this paragraph 8.

8.4 If a number has been provided for use with inbound calls only, it must never be used under any circumstances for outbound calls, even emergency calls. You must therefore ensure that there is sufficient provision in place to ensure that calls can be made from a valid outbound enabled line in the event of an emergency.

9.CALL RECORDING

9.1 Where you have selected the call recording option and chosen for calls to a particular number to be recorded, call recording will start automatically when the call is answered and end on call release.

9.2 Call recordings will belong to you, and you will normally be entitled to access the recordings via the Service. However, TalkTalk reserves the right to refuse access to any recordings to any person requesting access unless and until that person has provided evidence that he/she has authority to access those recordings.

9.3 Recordings will be deleted on cancellation of the Service (or of the call recording part of the Service). You must therefore ensure that you have downloaded any recordings that you wish to retain prior to Service cancellation.

9.4 Although recordings are hosted as part of the Service, we cannot be responsible for any loss of recordings that may occur and you should therefore ensure that you download and back up any important recordings.

9.5 The recording of telephone calls is governed by very strict legal rules. Recording of calls in breach of these rules could result in criminal or civil liability.

9.6 You must fully familiarise yourself with all applicable rules and regulations regarding call recording before enabling any call recording functionality within the Service, and you must also keep yourself fully updated with any changes that may be made to such rules or regulations from time to time.

9.7 You acknowledge and accept that compliance with rules and regulations regarding call recording is solely your responsibility. You must ensure that you strictly comply with all rules and regulations applicable to call recording at all times, both in respect of making the recordings and in respect of how the recordings are stored, used and disclosed.

9.8 We may from time to time provide advice on call recording, either generally or specifically to you. However, we do not specialise in providing legal advice: any advice is given primarily to enable effective use of the Service. Any advice we provide is not to be treated as a substitute for you conducting your own research and/or obtaining your own professional advice and must not otherwise be relied upon in any way with regard to legal compliance.

9.9 You will indemnify, keep indemnified and hold us harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses on a solicitor / own client basis)

suffered or incurred by or awarded against us as a result of or in connection with any claim relating to your failure to comply with this paragraph 9.

9.10 TalkTalk reserves the right to access and retain recordings (or copies of them) for the purposes of observing the performance of the call recording part of the Service, retaining a record of activity on the TalkTalk network and performing maintenance or resolving incidents. You must ensure that you have provided the necessary notifications to any person with whom a call is being recorded and obtained any required consent.

10. TELEPHONE PREFERENCE SERVICE

If you have selected the Telephone Preference Service functionality, this will bar any calls made to numbers which appear on the latest Telephone Preference Service Product data file. However, please be aware that the accuracy of this functionality is dependent upon the accuracy of the data supplied to TalkTalk by the Telephone Preference Service (or its agent) and no responsibility can be taken for any mistakes or omissions in that database.

11. SUPPORT

11.1 You must pass all support queries to us in the first instance. If we are unable to resolve a support query, we will escalate it in accordance with the usual process.

11.2 You must not refer a support query directly to TalkTalk. If we consider a support query requires escalation, we will escalate it to TalkTalk on your behalf.