

Cloud Voice Service Schedule

This service schedule for Cloud Voice Services is made by and between XLN and you and is part of the Agreement between the Parties. This service schedule should be read in conjunction with our General Terms and Conditions which can be found on our Website at <https://www.xln.co.uk/legal-documents#telco>

In the event of any conflict or ambiguity between this Service Schedule and the General Terms and Conditions, this Service Schedule will take precedence. Capitalised terms not defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

1 Definitions

“Cancellation Fee” means the fees specified on our Website at <https://www.xln.co.uk/legal-documents#telco>

“Charges” means our charges for the provision of any the Cloud Voice Services under this Service Schedule as specified in the Price and Tariff Guide (available at <https://www.xln.co.uk/legal-documents#telco>) or as notified or made available to you by any other means;

“Cloud Voice Services” has the meaning specified in Clause 2;

“Handset” means the IP telephone handsets and any associated switches, cabling and/or other equipment supplied by us to you in connection with the Cloud Voice Services;

“Minimum Term” means the minimum term during which we will provide you the Cloud Voice Services as agreed with you (usually confirmed to you in our Confirmation Letter);

“Renewal Term” means a further commitment term that you agree to enter into regarding one or more of the Cloud Voice Services; and

“Service Start Date” means the date your Cloud Voice Services go live.

2 Service Description

The Cloud Voice Services consist of the VoIP services with, where applicable, inclusive minutes, provided by us pursuant to this Service Schedule.

3 Emergency Calls

3.1 You acknowledge that the Cloud Voice Services are a VoIP service, and as such, they are dependent on your connection to the data network and to the telephony network. You acknowledge and agree that the Cloud Voice Services allow calls to the emergency numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the broadband or telephony connection fails. This failure may be caused by reasons outside XLN’s control.

3.2 The Cloud Voice Services may include a landline provided by us. In the event that, for any reason you do not wish XLN to provide you with a landline and we agree to your request, we strongly recommend you that you maintain a landline for contacting the emergency services. Calls to the emergency services made using the Cloud Voice Service may not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a circuit-switched fixed line may receive.

3.3 Location information provided to the emergency services is limited to the site location details provided to us by you, but depending on the circumstances this may not be where the call was originated. You understand and acknowledge that the address provided by you is the location that the emergency services will use and that it is your responsibility to notify XLN of any changes to this information. In the event that the users of your Cloud Voice Services have the option to work from different permanent locations, we recommend you to register and update the location information of these users with us whenever accessing the Cloud Voice Services from a new location or different locations, so that up-to-date information can be used for emergency location information.

3.4 By ordering the Cloud Voice Services, you also confirm that it shall be your sole responsibility to make available to your users of the Cloud Voice Services, alternative means of accessing emergency calls services, and to inform or otherwise make aware users of the Cloud Voice Services purchased by you of the possible limitations of this service set out above.

4 When the Service Starts and Minimum Period

4.1 Our provision of Service will start on the Service Start Date.

4.2 Prior to XLN starting to provide the Cloud Voice service you must cancel any other VoIP service supplied by another company over the broadband service on your telephone landline that you wish to use to receive the Cloud Voice Services.

4.3 The Cloud Voice Services will have the Minimum Period agreed with you and specified in your Confirmation Letter (usually 36 months if we provide you with one or more Handsets) and will start running from the Service Start Date.

4.4 If you terminate the Agreement or this Service Schedule (or we terminate the Agreement or this Service Schedule due to your breach of the Agreement) before the end of the Minimum Period or a further Renewal Term we may charge you a Cancellation Fee.

5 Availability and Installation of the Cloud Voice Services

5.1 We are only able to provide the Cloud Voice Services in areas of the United Kingdom where the telecommunications infrastructure is able to support these services including a recommended minimum download speed on your broadband connection of 8Mbps.

5.2 Your Handsets and any other Equipment will be sent to you in the post. You agree to follow our reasonable instructions in relation to their installation.

5.3 Where we agree to arrange for an engineer to visit your Premises to install the Handsets and/or any other Equipment you agree to pay our then current charges for this service.

5.4 You shall prepare the proposed location(s) for all Equipment in accordance with our reasonable instructions and shall ensure that a suitable earthed mains electricity supply of 240 volts ac (conforming to the Institution of Engineering and Technology's IEE Wiring Regulations in force at the time) is available for each piece of Equipment within 3 metres of such pieces of Equipment.

6 Use of the Cloud Voice Services

6.1 The Cloud Voice Services usually include a broadband connection provided by us. If you decide to:

- (a)** use an alternative broadband connection to transport the delivery of your VoIP calls, we shall not be responsible for the connectivity of your alternative broadband connection with the Cloud Voice Services and therefore we cannot (and will not) guarantee calls over that broadband connection; and/or

(b) use your broadband connection for downloading data simultaneously, this can seriously affect the quality of the VoIP call and we cannot (and will not) guarantee calls and/or connectivity. Therefore, we recommend that the broadband connected to the Cloud Voice Services is used solely for voice and not simultaneously with data downloading.

6.2 You undertake to use the Equipment and the Cloud Voice Services in accordance with the terms of this service schedule, our reasonable instructions and the law. We may from time to time vary the technical and/or operational procedures for the use of the Cloud Voice Services.

6.3 In order to use the Cloud Voice Services, you will need our Equipment or Customer Equipment approved by us in advance. You must also ensure that compatible cables and extension leads are used with the Cloud Voice Services. You must adhere to the Equipment manufacturer's power and environmental specifications (as published from time to time) and conform to all local electrical code requirements.

6.4 You must not connect any equipment such as PCs, laptops, IP CCTV and any other equipment not related to the Cloud Voice Service to a dedicated Cloud Voice broadband connection. You shall not configure any VoIP/IP voice services from other providers to an IP telephone handset that is configured to be used with our Cloud Voice Services. You agree to disconnect any such equipment immediately on request from us.

6.5 We have no control over the data that you upload through the Cloud Voice Services. You shall not upload any copyrighted data through the Cloud Voice Services unless you are the copyright's owner or you have previously obtained unequivocal express consent from the copyright owner(s).

6.6 We cannot guarantee that any data generated, stored, transmitted or used via or in connection with the Cloud Voice Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. We do not provide a back-up or any data.

6.7 The Cloud Voice Services may allow our customers that have multiple DDI phone numbers to display a main number on outbound calls or to use presentation numbers identifying a caller's extension number behind a DDI switchboard. Notwithstanding the above, you shall not use this capability to display any other numbers in your outbound calls unless you are previously authorised by us to do so. In that case, you agree and undertake that only authentic calling party numbers will be generated. In any event, you shall not display at any time numbers allocated to third parties (unless you have obtained the third party's express consent in writing) or emergency service numbers. Furthermore, this number must not be a number that connects to a Premium Rate Service (prefixed 09) or to a revenue sharing number that generates excessive or unexpected call charges.

6.8 You agree not to use the Cloud Voice Services in a manner which would be in breach of or cause us or any of our suppliers to be in breach of any applicable laws, which would infringe the rights (including intellectual property rights) of any third party or which would have a detrimental effect on our or any of our suppliers' brand or reputation.

6.9 You agree to co-operate fully with the police and any other relevant authorities (including but not limited to the HM Revenue & Customs, Trading Standards, the Information Commissioner and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Cloud Voice Service and you consent to us and our supplier(s) co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the Cloud Voice Service including disclosing any information which we or they may hold which may be relevant to any investigation, including the name, address and account information relating to the Reseller and/or User to such third parties.

7 Charges

7.1 We charge you for using the Cloud Voice Services covered by this Service Schedule. The Charges applicable to the Cloud Voice Services will be the Charges that we confirm to you in our Confirmation Letter or the Charges published in our Price and Tariff Guide available at <https://www.xln.co.uk/legal-documents#telco>. You agree to pay and are responsible for paying the Charges for the Cloud Voice Services or for any Equipment you purchase from us.

7.2 Charges for the Cloud Voice Services (and/or for any Equipment you purchase) will be incorporated into your monthly XLN Telecom invoice.

7.3 Your monthly invoice will normally include:

- (a)** in advance, your fixed monthly Charges (usually calculated on a per user basis) which are billed one month in advance or other Charges which we request you to pay in advance; and
- (b)** in arrears, any Charges for your use of our Services which you do not have to pay in advance including, but not limited to, calls outside any inclusive call price plan;

7.4 We will charge a Cancellation Fee should you terminate the Agreement or this Service Schedule before the end of the Minimum Period or a Renewal Period or if we terminate the Agreement or this Service Schedule because you materially breach the Agreement.

8 Handsets and other Equipment

8.1 We may provide you with Handset(s) and/or other Equipment for use in connection with the Cloud Voice Services. The Handsets usually include a 36 month warranty (or as otherwise specified in the manufacturer's warranty).

8.2 You must keep the Handsets and other Equipment safe, secure and in good working order whilst they are in your possession. You must provide us with such information as we may reasonable request in relation to your Handers and other Equipment.

8.3 If this Service Schedule is terminated before the end of the Minimum Period, you must immediately return all Handsets and other Equipment provided by us to us.

9 Termination of this Agreement

9.1 You may terminate the Cloud Voice Services in the following ways:

- (a)** you can end your Cloud Voice Services during your Minimum Term (or any relevant Renewal Term) by giving notice to us at least 30 days' before the date you want to terminate the Cloud Voice Services, however, you must pay us all the Charges you owe plus any Cancellation Fee;
- (b)** outside the Minimum Term (or any relevant Renewal Term), if a Minimum Term (or a Renewal Term) does not apply to you or if you want to end the Cloud Voice Services at the end of your Minimum Term (or Renewal Term), by giving notice to us at least 30 days before the date you want to end the Cloud Voice Services; or
- (c)** within one month of us telling you about a variation to the Cloud Voice Services which is likely to be of detriment to you by giving us written notice that you want to terminate the Cloud Voice Services within that month and the Cloud Voice Services will finish at the end of the month.

9.2 We may terminate the Cloud Voice Services:

- (a)** by giving you at least 30 days' notice at any time; or
- (b)** immediately (and you have to pay all the Charges you owe up until disconnection) in the following situations:
 - (i)** if we have the right to suspend your Cloud Voice Services (under paragraph 23 of our General Terms and Conditions) and we believe that the grounds are serious and have not been or are unlikely to be rectified;
 - (ii)** if we believe that your use of our Cloud Voice Services are jeopardising the operation of our or our network provider's network(s) or are of an unacceptable nature;
 - (iii)** in the event of your bankruptcy, insolvency or death; or
 - (iv)** if you transfer the Phone and/or the Broadband Services to a different supplier.