



CLOUD COMMUNICATIONS - 8X8

G-Cloud 15: Terms & Conditions

Date: January 2026

Issue number: 1

Company Statement

All information contained in this proposal is subject to contract and, unless expressly stated to the contrary, to Virgin Media Business Limited's standard terms and conditions.

© Virgin Media Business Limited 2026

Registered office: 500 Brook Drive, Reading, RG2 6UU, United Kingdom

Brand Statement

Buyers entering into a Call-Off Contract will be contracting with Virgin Media Business Limited ("The Supplier").

On the 1st August 2025 Virgin Media O2 Business and Daisy Group merged to create a new B2B telecoms powerhouse – O2 Daisy.

O2 Daisy is fully consolidated by Virgin Media O2 with a 70/30 ownership structure with Daisy Group. The corporate brands Virgin Media O2 Business, Virgin Media Business and O2 Business remain.

For contracting purposes, customers of these brands contract with Virgin Media Business Ltd. Depending on the services to be provided, affiliate companies may act as billing and collection agents, such as Telefonica UK.

Standard terms and conditions

Version 16

About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These terms and conditions, and the special terms referred to on your order form, apply to the services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear. If there's anything you'd like to check through, please phone our Customer Services team using the contact details on **our website**.

1. Definitions and interpreting this document

- 1.1 These standard terms and conditions apply to the **agreement** between:
- 1.1.1 you, the customer named on the **order form**; and
 - 1.1.2 us, Virgin Media Business Limited;
- for the **service** set out in the **order form**.
- 1.2 The **agreement** between you and us is made up of:
- 1.2.1 these standard terms and conditions;
 - 1.2.2 the **special terms**, if any;
 - 1.2.3 the **service level agreement**;
 - 1.2.4 the **price guide**;
 - 1.2.5 the **data sheet**; and
 - 1.2.6 the **order form**.
- 1.3 The **service** will start on:
- 1.3.1 the date you use the **service**; or
 - 1.3.2 the date our **acceptance tests** are passed at the **site**;
- whichever is earlier.

- 1.4 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

acceptance tests means the standard tests we carry out to check that the **service** is ready for use.

actual download speed has the meaning given to it in clause 18.3.

add-on service means an optional add-on service that you choose to take which does not form part of the core services provided to you under the **agreement** and which has no **minimum period** or has a **minimum period** or notice period of 30 days or less.

agreement has the meaning set out in clause 1.2.

ancillary service means an extra service (excluding an **add-on service**) which is linked to the core **services** provided under this **agreement**, which you use, register or sign up for pursuant to this **agreement** and, where relevant, is described as an ancillary service in the applicable terms and conditions.

applicable services has the meaning given to it in clause 18.11.

call charges means our charges for calls made using the **service**. They are based on the length of the call as set out in the **price guide**, or as we otherwise agree in writing.

cancellation charges means the charges that apply if the **service** is

Standard terms and conditions

cancelled or ends, as set out in clause 9.17.

cancellation period has the meaning given to it in clause 18.13.1.

communications network means the communications network which we and our group companies run.

connection charges means our charges for installing and connecting the **service**, as set out in the **order form** or as otherwise agreed in writing.

customer promise date means the date, as given to you in writing, by which we aim to have finished installing the **service equipment**, any **purchased equipment** and the **service**.

customer order form means your own order form which we have accepted. **data controller** has the meaning set out in the GDPR.

data processor has the meaning set out in the GDPR.

data protection directive means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

data protection legislation means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **service**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

data sheet means the document which describes the **service**.

data subject means any information relating to an identified or identifiable natural person.

domain name means the web address set out on the **order form** or any other web address you and we agree in writing.

e-Privacy directive means the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002.

fix period has the meaning given to it in clause 18.9.

GDPR means the regulation (EU) 2016/679 of the European Parliament and of the Council of 12 July 2002.

group company means in respect of either you or us (as applicable), any holding company and any subsidiary company, or subsidiary of such holding company, or where such holding company is a co-controlled company any of its holding companies or its subsidiary companies (as defined in Sections 1159 of the Companies Act 2006).

intellectual property rights means any rights and interest in patents, trademarks, service marks, trade and business names, rights in design, copyright, database rights, know-how and any other similar right (whether existing or applied for, or there is a right to apply to be registered) and any similar rights to those rights under any other jurisdiction.

law means any relevant law, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to you or us in any jurisdiction.

materials means any material, in whatever form, including **service literature**, the **data sheet**, processes, reports, manuals, drawings, information and instructions.

minimum period means the period stated on the **order form**, starting on the **service start date**. If no period is set out on the **order form**, the minimum period is 12 months starting on the **service start date**.

minimum guaranteed download speed has the meaning given to it in clause 18.3.

model contract clauses means the standard clauses approved by the European Union for use when **personal data** is transferred outside of the European Economic Area.

order form means our order form.

our website means www.virginmediabusiness.co.uk or any other web address we tell you about from time to time.

outcome notice has the meaning given to it in clause 18.10.

personal data has the meaning set out in the **data protection legislation**.

Standard terms and conditions

price guide means information about charges for the **service**.

processing has the meaning set out in the **data protection legislation** and **process, processes** and **processed** shall be construed accordingly.

PSTN means a public switched telephone network being the international telephone system based on copper wires, which carries analogue voice and data.

PSTN based service means any **service** provided using the UK **PSTN**.

PSTN switch off means the phased withdrawal of **PSTN based services** by BT Openreach which is expected to conclude by December 2025.

purchased equipment means any equipment you buy from us in connection with the **service**.

qualifying customer has the meaning given to it in clause 18.1.

qualifying service has the meaning given to it in clause 18.2.

rental means the rental for the **service**, as set out in the **price guide** or as otherwise agreed in writing.

right to exit has the meaning given to it in clause 18.11.

service means the service we provide to you under this **agreement** including but not limited to any **ancillary service**.

service credits means any amount, as set out in the **service level agreement**, we will credit against the charges if we fail to meet the levels of service set out in the **service level agreement**.

service equipment means the equipment (other than any **purchased equipment**) and associated **materials** (including software forming part of the equipment) we provide to allow you to receive or use the **service**.

service level agreement means our service level agreement applying to the **service**.

service literature means any up-to-date specifications, brochure, user guide, instructions or other information that we publish in connection with the **service**.

service start date means the date the **service** starts, as explained in clause 1.3.

site means your site where we provide the **service** to you.

special terms means any extra terms and conditions specific to the **service**.

speed fault has the meaning given to it in clause 18.7.

speed monitoring has the meaning given to it in clause 18.6.

stop sell exchange means any telephone exchange declared by BT Openreach to be a stop sell exchange as part of the **PSTN switch off**.

survey means any survey or other investigations we believe we need to carry out at the **site**.

working day means 9am to 5.30pm Monday to Friday, except bank holidays and public holidays in the relevant part of the United Kingdom.

your apparatus means any apparatus (other than **service equipment**) used to receive or use the **service**, including **purchased equipment**, cabling, wiring and personal computers and any software incorporated in them.

1.5 In the **agreement**, any reference to:

1.5.1 'person' includes any person, partnership, firm, company, business, government, organisation, government agency, trust, association;

1.5.2 'you' includes your employees and agents, any person who takes over your business, and any person who we reasonably believe is acting for you; and

1.5.3 'we' includes our employees and agents, any person acting for us, and any person who takes over our business.

1.6 In the **agreement**, general words introduced or followed by 'other', 'including' or 'in particular' do not have a restrictive meaning because examples are also used.

1.7 The headings of clauses are for convenience only and do not affect the meaning of the clauses.

- 1.8 Where these terms and conditions say that you must not do something, you must not allow any other person to do it either. You must do everything reasonably possible to prevent any other person doing it.
- 1.9 If there are any inconsistencies between the documents making up the **agreement**, unless we state otherwise, the documents will take priority in the following order.
- 1.9.1 The **special terms**
 - 1.9.2 These standard terms and conditions
 - 1.9.3 The **service level agreement**
 - 1.9.4 The **order form**
 - 1.9.5 The **price guide**
 - 1.9.6 The **data sheet**

2. Ordering the service

- 2.1 To order the **service** you must fill in our standard **order form**. However, we may accept an order placed using a **customer order form**.
- 2.2 If we agree to provide the **service** without receiving an acceptable **order form** or **customer order form** from you, we will provide the **service** in line with these standard terms and conditions.
- 2.3 If we accept a **customer order form**, the **agreement** between you and us will incorporate any information contained in that **customer order form** which would also have been in our standard order form. No terms and conditions set out on the **customer order form** will be incorporated into the **agreement**.

3. Period of the agreement

- 3.1 The **agreement** will come into force when:
- 3.1.1 you and we have both signed the **order form**, or we have accepted your **customer order form**;
 - 3.1.2 we have sent you an email accepting an **order form** you have signed and sent to us
 - 3.1.3 you start using the **service**; or
 - 3.1.4 we make the **service** available to you;
- whichever is earlier.
- 3.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**), it will stay in force for the **minimum period** (see clause 3.3 below) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you or we do not want the **agreement** to continue beyond the **minimum period**, written notice must be given at least 90 days before the end of the **minimum period**.
- 3.3 The **minimum period** is:
- 3.3.1 the period stated on the **order form** starting on the **service start date**; or
 - 3.3.2 if no period is set out on the **order form**, 12 months starting on the **service start date**.

If the **service** involves installing equipment at more than one site, the **minimum period** will start on the **service start date** of the last **site** equipment is installed at, unless the **special terms** say otherwise.

4. Installing the service equipment and purchased equipment, and responsibility for it

4.1 We will only provide the **service** if:

- 4.1.1 our **survey** of the **site** is satisfactory;
- 4.1.2 we have the access we need to the **site** (see clause 8);
- 4.1.3 we are happy with the credit check we carry out (see clause 9.10); and
- 4.1.4 we are satisfied with the identity checks we carry out (see clause 26.5).

4.2 If we ever reasonably believe that you are not meeting the requirements of clause 4.1, we may end the **agreement** (or any part of it) immediately by giving you written notice. We will not be liable for any consequences of doing this.

4.3 We will estimate our costs for installing and connecting the **service**, and those estimated costs will be covered by our charges set out in the **order form**. When the agreement has come into force we may also carry out a **survey** of the **site** where we provide the **service**. If:

- 4.3.1 when we carry out a **survey** of the **site** our **survey** indicates that there will be extra costs (above our estimated costs) for us to provide the **service**;
- 4.3.2 when we are installing and connecting the **service**, we discover something which was not highlighted by the **survey**, and this results in there being extra costs (above our estimated costs as confirmed or as changed as a result of any extra costs arising from our **survey**); or
- 4.3.3 when we are installing and connecting the **service**, you or the landlord of your **site** asks us to (and we agree to) make a change to the

service, and this results in there being any extra costs;

we will tell you.

In these circumstances we can, after giving you written notice, increase our charges by the amount of the extra costs. You will have the right to cancel the **agreement** by giving us written notice within seven days of receiving our written notice. For the avoidance of doubt, no right to cancel under clause 21.2 shall arise in relation to any change to the charges under this clause 4.3. If you exercise this right to cancel, we may charge you a **cancellation charge** (see clause 9.17). If you do not exercise this right to cancel you must pay the increased charges.

4.4 We will use our reasonable efforts to install and connect the **service equipment**, and any **purchased equipment**, so that the **service** is available by the **customer promise date**. We may change the **customer promise date** as set out in clause 4.5. If the **service** is not available by the **customer promise date**, you may be entitled to claim **service credits** as set out in clause 10.

Any lead times specified in the **order form** (other than any **customer promise date**), **data sheet** or **service literature** are estimates only and are not binding on us.

4.5 We may change the **customer promise date** by the length of any delay resulting from:

- 4.5.1 your intentional actions, neglect or failure to meet your obligations under the **agreement**; or
- 4.5.2 circumstances beyond our reasonable control (including those listed in clause 20);

or if we both agree in writing to change the **customer promise date**. Any change under this clause 4.5 will not give rise to a right for you to terminate under clause 21.2.

4.6 You must provide (at your own expense) appropriate space, power, ducting and environment for us to install and maintain the **service equipment** and **purchased equipment** at the **site**. You must make

Standard terms and conditions

sure that you make any necessary preparations before the **service equipment** and **purchased equipment** is connected, and you must follow any instructions we give you on making those preparations.

- 4.7 If you do not keep an agreed appointment for us to enter the **site** in connection with carrying out a **survey**, we may charge you a call-out fee.
- 4.8 If, on any agreed date, you fail to:
- 4.8.1 take delivery of, or allow us to install, the **service equipment** or **purchased equipment**; or
 - 4.8.2 allow us to carry out work;
- we may arrange storage for the **service equipment** or **purchased equipment** at your risk (meaning that we will not be liable for any loss or damage arising while the equipment is in storage). You will have to pay the reasonable costs of the storage.
- We may also charge you a call-out fee and any reasonable costs arising as a result of your failure.
- 4.9 Unless we agree otherwise with you in writing, there must be a secure electricity supply available at the **site**, at the points and with the connections we specify, for installing, using and maintaining the **service equipment** and **purchased equipment**. If you would need the **service** to continue uninterrupted in a power failure, you must provide back-up power which meets the requirements of the relevant British standards. We will not be liable for faults arising in the **service**, **service equipment** or **purchased equipment** as a result of a power failure.
- 4.10 We will use our reasonable efforts to put the **service equipment** and **purchased equipment** where you want it, but our decision on where to put them will be final and binding.
- 4.11 The **service equipment** will remain our property at all times. You agree to make our ownership of the **service equipment** clear to all third parties. We will own the **purchased equipment** until you have paid us the full purchase price.
- 4.12 You will be responsible for all loss of or damage to the **service equipment** and **purchased equipment** at the **site** when

they have been delivered. You must insure the **service equipment** against all relevant risks.

- 4.13 We may alter or replace the **service equipment** from time to time as long as the altered or replacement equipment does not have a significant negative effect on the **service**.
- 4.14 You are responsible for always making sure that the **service equipment** is kept safe and used properly at the **site**. Unless the loss or damage results just from our negligence, actions or failings, we will not have any liability for loss of or damage to the **service equipment** (including lightning or electrical damage) and you must indemnify (fully compensate) us for any such loss or damage. Things you must and must not do under this clause include, but are not limited to, the following.
- 4.14.1 You must not do the following.
- (a) Sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the **service equipment**, use it as security for borrowing, or do anything else which would affect our rights over the **service equipment**.
 - (b) Add to, alter or in any way interfere with the **service equipment**, including connecting it to any equipment or device designed to divert electronic communications services to a different provider.
 - (c) Allow the **service equipment** to be repaired, serviced or otherwise attended to by any person other than our authorised representative.
 - (d) Anything which is likely to damage the **service equipment** or reduce its performance or operation.
 - (e) Remove, tamper with, change or mask any

words or labels on the **service equipment** or any part of it.

- 4.14.2 You must do the following.
- (a) Keep the **service equipment** at the **site** and not move it at any time.
 - (b) Protect, keep and use the **service equipment**:
 - (i) in line with any written instructions we may give you from time to time; or
 - (ii) if we do not give you such instructions, to the same standard as a reasonable owner of **service equipment** would keep it.
 - (c) In an emergency, take whatever steps as are reasonably necessary to protect the **service equipment**, and tell us about the emergency as soon as possible.
 - (d) Allow us to inspect, test and maintain the **service equipment** at all reasonable times and after giving you reasonable notice.
 - (e) Prevent any circumstance or thing which is likely to damage the **service equipment** or reduce its performance or operation.

4.15 You must immediately tell us of any loss of or damage to the **service equipment**. We will not have any liability for loss or damage arising as a result of you not keeping to clause 4.14.

4.16 Clauses 4.14 and 4.15 will also apply to the **purchased equipment** if breaking the clause in connection with **purchased equipment** would or could affect our ability to provide the **service** under the **agreement**.

5. Accepting the service

- 5.1 After installing the **service equipment** and any **purchased equipment** we will carry out **acceptance tests** to make sure that the **service** is ready for use at the **site**. If the **service** is not ready for use, we will carry out any necessary work and repeat the **acceptance tests**.
- 5.2 You can ask for all **acceptance tests** to be carried out in the presence of your representative, as long as they are available at reasonable times, as specified by us. When the **acceptance tests** have been passed, we may ask you to sign a form confirming this. If your representative then does not sign the form within five **working days** of being asked to do so, the **service equipment** and **purchased equipment** will be considered to have been installed successfully from the date of the **acceptance tests**.

6. Your apparatus

- 6.1 If we agree to use any cabling or wiring already installed at the **site**, you must have full rights for the cabling or wiring to be used for the purpose of us providing the **service**, and you guarantee that it meets all relevant standards and any specifications we tell you.
- 6.2 We will not be liable for any loss or damage arising directly or indirectly from any use of **your apparatus** in connection with the **service**. You are entirely responsible for the security of **your apparatus**.
- 6.3 You are entirely responsible for:
- 6.3.1 the security of your information technology systems and network; and
 - 6.3.2 the accuracy, reliability and stability of stored information.

Before we install the **service equipment** and **purchased equipment** you must take all necessary steps to back up your information and data, and make sure it is secure. You must follow all our reasonable instructions on preparing **your apparatus** and the **site**. We will not be liable for any loss or damage arising from you failing to follow our instructions.

Standard terms and conditions

6.4 You are responsible for making sure that **your apparatus** is appropriately programmed, equipped, compatible and connected for use with the **service equipment**, in line with our reasonable instructions (if any) and any other instructions or procedures that apply to using **your apparatus** or the **service**. Unless we agree to help you (see clause 6.8), you are responsible for connecting **your apparatus** to our **communications network**.

6.5 Unless we agree otherwise in writing, we are not responsible for repairing and maintaining **your apparatus**.

6.6 You must make sure that **your apparatus** is in good working order and meets all standards, approvals and **laws** that apply. We may disconnect, or instruct you to disconnect, any of **your apparatus** if, in our reasonable opinion it:

6.6.1 does not meet any standard, approval or **law** that applies at the time;

6.6.2 may cause injury to any person or significant damage to property; or

6.6.3 may reduce the quality of any service we provide.

6.7 We will have no liability resulting from you not being able to use the **service** if this is due to:

6.7.1 **your apparatus** not being compatible with the **service equipment**, the **service**, our **communications network** or any third party's communications network; or

6.7.2 **your apparatus** failing or breaking down.

6.8 If we agree to help you to prepare **your apparatus** or its connection to our **communications network**, you must pay our charges for our help, as set out in the **price guide** or agreed with you.

7. Phone numbers

7.1 Any phone numbers we allocate to you do not belong to you. You do not have any rights in the phone numbers. You must not try to register any of our phone numbers as a trademark, service mark or

web address, whether on its own or with/ some other words or trading style.

7.2 You are not entitled to sell or transfer any phone number allocated to you, except where allowed by **law**.

7.3 If necessary for operational or technical reasons, or in order to meet the requirements of any relevant authority, we can change or withdraw any phone number or code, or group of phone numbers or codes, allocated to you. We will not be liable for any costs, inconvenience or losses (including marketing and stationery costs) you suffer as a result of any such change or withdrawal. We will use our reasonable efforts to give you 30 days' notice of the change or withdrawal or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible. You will not have a right to terminate the **agreement** under clause 21.3 where we make a change in accordance with this clause 7.3 other than in the event that we determine that the change is to your material detriment.

7.4 If we allocate you a number which falls within a range of numbers which Ofcom (or any other relevant authority) classifies as being for a particular type of service, you must make sure that any service you provide on that number is in line with its classification. In particular but without limitation, you must ensure at all times that your use of any number allocated to you is in accordance with Ofcom's "National Telephone Numbering Plan" and the "Non provider Numbering Condition" (in each case as updated or varied from time to time). We may suspend or terminate any number allocated to you if you are utilising such number in breach of this clause 7.4.

7.5 Where we provide you with phone lines and numbers, each number is associated with a particular **site**. Such phone numbers have a 'calling line identity' (**CLI**) identifying that **site**. The CLI is given to the emergency services so they can find the location of anyone who calls 999 or 112 emergency services from the line. If you move the phone number to another site, the CLI the emergency services get when anyone calls 999 or 112 from that number will be that of the original site and so the emergency services will not know the caller's correct

location and may go to the wrong location. If you move the phone number, you must provide a phone facility with a CLI for the site the number has been moved to. We will not be responsible for any loss, damage or injury caused as a result of the phone number being moved from the original **site**.

8. Access to the site

8.1 In order to meet our obligations under the **agreement**, after giving you reasonable notice (except in an emergency, when we do not have to give notice), you must let us do the following.

8.1.1 Enter those parts of the **site**, your other premises or your land (as necessary) in connection with providing the **service**.

8.1.2 Carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **service equipment** at or on the **site**, premises or land.

8.1.3 Install the **service equipment** and any other equipment that is reasonably necessary for the **service** or the work set out in clause 8.1.2.

8.2 You must, at your own expense, get or provide any permission or wayleave (written authority) we may need to exercise our rights under clause 8.1 or to enable us to provide the **service**. We will have no liability to you if you cannot get the necessary permission or wayleaves.

8.3 You must make sure that your employees and authorised representatives follow all our or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8. We will have the same responsibility to make sure that our employees and authorised representatives follow all your or a third party's reasonable instructions in connection with any permission and wayleaves given in line with this clause 8.

8.4 Any person who allows us to enter the **site** or other premises or land, as referred to in clause 8.1, will be

considered to have your authority to grant us entry.

8.5 You must not use the **site**, other premises or land in any way that would make it significantly more difficult or expensive for us to exercise any of the rights we have under clause 8.1.

8.6 When exercising any of our rights under clause 8.1 we will cause as little damage as reasonably possible and will make good any damage that we cause at the **site**.

8.7 You must provide a safe and suitable working environment for us at the **site**, other premises or land referred to in clause 8.1.

8.8 This clause 8 will apply for as long as necessary for us to exercise our rights to disconnect any **service equipment** and remove it from the **site**, other premises or land, even if the **agreement** has ended.

8.9 If the terms of any site-access agreement you have entered into with us or any of our **group companies** is inconsistent with clause 8.1, the terms of the site-access agreement will take priority.

9. Paying for the service

9.1 Charges for the **service** are as set out in the **price guide** or as otherwise agreed in writing (including in the **order form**). All payments you owe us under the agreement must be paid in full without you deducting or withholding any amount or setting any restriction or condition.

9.2 You must pay our charges by the method of payment set out in the relevant invoice or **order form**. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee. If we ask you to pay by direct debit and you pay by another method, we will charge you a fee as set out in the **order form** or the **price guide**.

9.3 As well as our right to increase charges or make new ones under clauses 4.3 and 11.5 we may also increase our charges or make new ones as set out below.

9.3.1 We can make one-off charges at any time after giving you 30 days' notice in writing.

9.3.2 We can increase the **rental**, and increase or introduce

Standard terms and conditions

- other recurring charges, on or after the end of the **minimum period** by giving you 30 days' written notice. However, if an increase is due to an increase in the charges we have to pay to a third-party communications operator, we can increase the charges where necessary during the **minimum period** after giving you 30 days' notice in writing.
- 9.3.3 We can increase **call charges** by giving you 30 days' notice in writing or publishing the revised **call charges** on **our website** at least 30 days in advance.; or
- 9.4 If we give you notice of increased or new charges as set out in clause 9.3 (but not for an increase under clause 4.3 or 11.5 or when we change our **price guide**), you can end the **agreement** in accordance with clause 21.2.
- 9.5 We may reduce charges at any time without giving you notice, and this would not give you the right to end the **agreement**.
- 9.6 Unless the relevant **special terms** or the **order form** states otherwise, or we have agreed otherwise in writing, we (or one of our **group companies**, acting on our behalf) will invoice charges on or after the dates set out below.
- 9.6.1 **Connection charges** or other one-off charges – the **service start date** for the relevant **site**
- 9.6.2 **Rental** or other recurring charges – the **service start date** and then monthly in advance (for the month ahead)
- 9.6.3 **Call charges** – monthly in arrears (for the previous month) from the **service start date**
- 9.7 Unless we have agreed otherwise in writing, you must pay us (or any of our **group companies** appointed by us) all charges within 30 days of the date of the relevant invoice.
- 9.8 Regardless of any other term or condition in the **agreement**, we may delay sending invoices, or bring forward the date we send invoices, to coincide with our billing cycles. The first and last invoice relating to the **service** may include charges due for more or less than one complete billing cycle depending on when the **service** starts or ends.
- 9.9 If you pay the charges by direct debit we may alter your direct debit instruction to reflect the charges for the **service** at that time. When the **agreement** ends, you will be responsible for cancelling any direct debit instruction or other payment arrangement. If you cancel any direct debit instructions in any circumstance other than when the **agreement** ends, you must tell us immediately. We may then suspend the **service** or end the **agreement** without giving notice.
- 9.10 We can carry out credit checks on you. We accept no liability for the accuracy of information we receive from credit-reference agencies. If, at any time before or during the term of the **agreement**, you do not meet the standard of creditworthiness we consider to be acceptable, we can:
- 9.10.1 immediately end all or part of the **agreement** by giving you written notice;
- 9.10.2 require you to pay regular instalments towards future charges;
- 9.10.3 set limits on the charges you can owe us, and suspend the **service** from the time you reach the limits until you have paid the charges due; and
- 9.10.4 apply any other restrictions on your right to use the service, as we consider appropriate.
- 9.11 We can charge a deposit as security for amounts that will become due to us under the **agreement**. We may use the deposit to cover any overdue charges at any time. Any deposit will not earn interest. We will refund the deposit (or remaining part of it if we use it to pay overdue charges) when the **agreement** ends, as long as the **service equipment** (if any) is returned to us in good condition (except for fair wear and tear) and you have paid all amounts you owe us.
- 9.12 If you do not make a payment when it is due, we may, without affecting our other rights, charge you:

Standard terms and conditions

- 9.12.1 a late-payment administration fee; and
- 9.12.2 interest on the overdue amount, at 4% above Barclays Bank plc's base rate for lending, from the date the payment became due until the date it is paid in full, even if the **agreement** ends before then.
- 9.13 You must pay us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until you have paid us all amounts you owe us, even if the **agreement** ends before then.
- 9.14 All charges set out in the **agreement** do not include VAT or any other tax that applies. You must pay any such taxes we include in our invoice.
- 9.15 If at any time you do not meet any usage or take-up levels you have indicated to us (before the **agreement** started or during its term), we may, without affecting any other rights under the **agreement**, apply revised charges. Clauses 9.4, 21.1 or 21.3 will not apply to the revised charges.
- 9.16 If you ask us to delay the **service start date** or **customer promise date** for a **site**, or they are delayed because you have failed to meet your obligations under the **agreement**, you must pay any **connection charges** and **rental** that has been delayed as a direct result by the **customer promise date**, unless we have agreed otherwise with you in writing.
- 9.17 If you have to pay **cancellation charges** under clauses 4.3, 17.4, 17.6, 21 and 22.2, they will be equal to the following.
- 9.17.1 For ending or cancelling the **service** after the relevant **service start date**:
- (a) all overdue charges for the **service** at the date the service is ended or cancelled; plus
 - (b) an amount equal to the **rental** for the **service** for the rest of the **minimum period**, less any **rental** you have already paid for that period; plus
 - (c) our reasonable costs of removing, storing and decommissioning **service equipment** or any other equipment (unless we agree otherwise); plus
 - (d) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.17.2 For ending or cancelling the **service** before the relevant **service start date**:
- (a) the amount referred to in the **price guide** (or as otherwise agreed by you and us in writing), which varies depending on when the service is ended or cancelled; plus
 - (b) any amount we have to pay to a third party in connection with the **service**; and
 - (c) any other cancellation or termination charges referred to in the **special terms** for the **service**, the **price guide** or as otherwise agreed by you and us in writing.
- 9.18 **Call charges** will be based on your use of the **service**, as recorded by us (not your own records).
- 9.19 When we change the **service**, after you have asked us to, we aim to reflect the effect of the change in the next invoice we send you. If this is not possible, we will try to make sure the effect will be shown no later than the third invoice after the change. If you have any questions about your invoice, or think that it is wrong, we will try to correct any mistakes we find no later than the third invoice after you contact us.
- 9.20 If you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our charges for the work, calculated at our standard hourly rate at the time, as set out in the

Standard terms and conditions

- price guide** or otherwise communicated to you.
- 9.21 If you ask us to carry out billing administration work (including changing how and when we invoice you and providing extra invoice details, reports or copies of bills) and we agree to your request, you must pay our charges for the work, as set out in the **price guide** or specified by us.
- 9.22 If, as part of the **service**, we provide you with an electronic invoice, we may charge you for providing a paper invoice, as set out in the **order form** or in the **price guide**.

10. Service levels

- 10.1 When providing the **service**, we will use the reasonable skill and care expected of a competent electronic communications service provider. However, it is practically impossible to provide the **service** entirely free of faults, and we do not guarantee to do so.
- 10.2 We will meet our obligations set out in the **service level agreement**. If we fail to meet those obligations we will be liable to you as set out in the **service level agreement** but not otherwise. If we fail to meet any service levels set out in the **service level agreement**, you may be entitled to claim **service credits**. These would be calculated in the way set out in the **service level agreement**. **Service credits**, if any, are your only financial remedy if we fail to meet service levels.
- 10.3 **Service credits** will not be available to you if our failure to meet any service levels is a result of:
- 10.3.1 us suspending or ending the **agreement** under clause 11.4, 16 or 17;
 - 10.3.2 any circumstances beyond our control, as described in clause 20; or
 - 10.3.3 anything you have done, or have failed to do properly.

11. Using the service

- 11.1 You must not re-sell the **service** or **service equipment** or any part of them without our permission in writing.

- 11.2 You must only use the **service** and **service equipment** in line with:
- 11.2.1 any conditions and instructions we give you in writing from time to time; and
 - 11.2.2 any relevant **laws**.
- 11.3 You must not use the **service**:
- 11.3.1 to send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003;
 - 11.3.2 in any way that goes against our acceptable use policy as specified in the **special terms**;
 - 11.3.3 to infringe (break, limit or undermine) the legal rights of any person (including copyright and rights of privacy or confidentiality); or
 - 11.3.4 in any way that breaks the **law**.
- 11.4 If you break clauses 11.1, 11.2 or 11.3, we may immediately suspend the **service** or end the **agreement** once we have told you that we will do this. You must indemnify us against any liabilities, claims, damages, losses and proceedings arising out of or in connection with any use of the **service** that breaks the **law** or this clause 11.
- 11.5 You must not change the settings of the **service equipment** or use the **service** in excess of any capacity or other restriction under the **agreement** or otherwise agreed in writing. If you break this clause 11.5, we may, without affecting our other rights, increase the charges as we reasonably think fit. Clause 9.4 will not apply to such an increase in charges.
- 11.6 We may give you a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow you to use the **service**. You must keep the password safe and confidential, and tell us immediately if anyone else finds it out. You must not copy or try to copy any smart card or other security device. We can change the password without giving you notice. If we think you have broken this clause 11.6, we can cancel the password or end the **agreement** (or both).

- 11.7** We may (but do not have to) agree to any request you make to alter a password. You may need to pay a charge for this.
- 11.8** If you need to open an account with us in connection with the **service**, you must complete the registration process by giving us complete and accurate information we ask for at any time.
- 11.9** You are responsible for the use of the **service** (whether by you or by any other person, even without your permission), including all charges that arise and any use that breaks the **agreement**.

12. Intellectual property rights

- 12.1** If, as a result of any service we provide to you, we or any of our employees or agents create any **materials**, we will own all legal and beneficial rights to them. This includes **intellectual property rights**. If we provide **materials** to help you use the **service**, we will grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.
- 12.2** **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **service** or **service equipment** will remain our property, or the property of the person who has granted us a licence for that software (our licensor). We will grant you a non-exclusive licence to use the software for the purpose of using the **service** or **service equipment** and for no other purpose. You cannot transfer the licence.
- You agree to keep to our licensor's terms and conditions relating to your use of the software.
- 12.3** You must:
- 12.3.1** treat the **materials** described in clause 12.1 and software referred to in clause 12.2 as confidential information, as defined in clause 24;
 - 12.3.2** keep to clause 24 in connection with any **materials** and software; and
 - 12.3.3** when the **agreement** ends, for whatever reason,

immediately return all copies of the **materials** and software to us and delete any copies from any computer, word processor or other storage device you have control over.

12.4 You must not:

- 12.4.1** reproduce the software, except for archiving or back-up purposes (and in those circumstances you must make sure that each copy contains all of the original software's proprietary notices);
- 12.4.2** adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or
- 12.4.3** create work derived from or based on any of the software or any document accompanying it.

12.5 Except where clause 12.7 applies, we will indemnify you against any damages (including costs) awarded against you or agreed to be paid to a third party in connection with any claim or action against you as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against you), as long as you do the following.

- 12.5.1** Give us notice of any such claim or action as soon as possible after you become aware of it (and in any event no later than seven days after becoming aware of it).
- 12.5.2** Give us, and only us, authority to defend the claim or action, and at no time admit liability or otherwise try to settle the claim or action (unless we have given you written instructions to do so).
- 12.5.3** Follow our reasonable instructions and give us any help we may reasonably need with the defence, including completing and filing court papers and providing relevant documents.

Standard terms and conditions

- 12.6** We will refund reasonable costs you have to pay in order to keep to clause 12.5.
- 12.7** We will have no liability to you in connection with an intellectual property rights claim against you if it has resulted from:
- 12.7.1 your negligence or misconduct;
 - 12.7.2 you failing to meet any of your obligations under the **agreement**;
 - 12.7.3 you combining, operating or using the **service** or the **service equipment** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;
 - 12.7.4 you using the **service** or the **service equipment** for a purpose other than that which the **service** or the **service equipment** were provided for;
 - 12.7.5 any alteration or adjustment to the **service** or the **service equipment** if the alteration or adjustment was not made or authorised by us; or
 - 12.7.6 you breaking the **law**.
- 12.8** If there is an intellectual property rights claim against you, we will be entitled, at our own expense, to:
- 12.8.1 gain the right for you to continue using the **service**; or
 - 12.8.2 alter or adjust the **service** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly reduce the effectiveness or performance of the **service**; or
 - 12.8.3 replace the **service** or particular services with substitutes that do not infringe the third party's **intellectual property rights**, as long as the substitutes do not significantly reduce the effectiveness or performance of the **service**.
- 12.9** If we reasonably believe that we cannot exercise any of the options set out in clause 12.8, we will be entitled to end the **agreement** by giving you 30 days' notice in writing.
- 12.10** You must indemnify us against any damages (including costs) awarded against us or which we agree to pay in connection with any claim or action against us as a result of the **service** infringing the **intellectual property rights** of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
 - 12.10.2 you connecting or using your own apparatus (except **purchased equipment**) with the **service**.
- 12.11** We will contact you within seven days of us becoming aware of an intellectual property rights claim against us which you are liable for under clause 12.10, and we will:
- 12.11.1 not admit anything relating to the intellectual property rights claim against us;
 - 12.11.2 allow you to conduct or settle all negotiations and proceedings, as long as you provide us with reasonable security for all associated costs and damages; and
 - 12.11.3 give you all reasonable help in handling the intellectual property rights claim against us.
- 12.12** You must refund reasonable costs we have to pay in order to keep to clause 12.11.
- 12.13** The **service** may involve software, services, technical information, training materials or other technical data which the United States of America Export Control Regulations, or the **laws** or regulations of another country, apply to. You must not download or export the software, or any underlying information or technology except in keeping with all United States **laws** and other **laws** that apply.

13. Preventing bribery

- 13.1 You and we must not pay, offer, promise to pay or authorise the payment of any money or other advantage which breaks anti-corruption **laws**, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any **laws** intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Also, you and we must not take any action that would cause either of us to break anti-corruption **laws**.

14. Maintenance

- 14.1 We are responsible for repairing and maintaining our **communications network**, the **service equipment** and the **service**, and will provide a facility for your authorised staff to report faults. When you report a fault we will use our reasonable efforts to restore the **service**.
- 14.2 We can charge, and you must pay, a service fee (at our charging rates at that time) if any repair or maintenance work is needed because of:
- 14.2.1 you misusing, neglecting or damaging the **service equipment, purchased equipment** or the **service**;
 - 14.2.2 a power failure;
 - 14.2.3 you accidentally or intentionally disconnecting the **service equipment, purchased equipment** or the **service**;
 - 14.2.4 you failing to keep to any part of the **agreement**; or
 - 14.2.5 a fault in, or other problem associated with, your own equipment or any electronic communications system not run by us.
- 14.3 If you do not allow us to attend the **site** on any agreed date to repair or maintain the **service equipment** or the **service**, we may charge you a call-out fee.

15. Limits of liability

- 15.1 Nothing in the **agreement** will limit or exclude your or our liability for:

- 15.1.1 fraud or fraudulent misrepresentation;
- 15.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
- 15.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
- 15.1.4 matters which cannot, by **law**, be restricted or excluded.

- 15.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **service, service equipment** or **purchased equipment** (including any software used in them), are excluded to the fullest extent allowed by **law**. Where we are allowed to do so, we will pass on to you any manufacturer's warranty for the **purchased equipment**.

- 15.3 Except as set out in clauses 15.4 and 15.5, we accept liability for direct physical damage to your property and the **site** only if the damage arises solely and directly from our negligence or the negligence of our employees, agents or contractors acting in the course of their employment.

- 15.4 Except in connection with indemnifying us for any amounts under clauses 4.14, 11.4 or 12.10, and except where clause 15.1 applies, during any agreement year (the 12-month period starting on the date of the **agreement** and each anniversary of it) your or our total liability to the other (except for your liability to pay our charges), whatever the type of claim (including in respect of contract, negligence or otherwise), for that agreement year will be limited to:

- 15.4.1 125% of the total charges you have paid us during that agreement year; or

- 15.4.2 £100,000;

whichever is more.

- 15.5 Despite the above, you and we will not have any liability (except under clause 15.1 and except for your liability to pay our charges) arising out of or in

Standard terms and conditions

connection with the **agreement**, for the following.

15.5.1 Any direct or indirect loss of or damage to:

- (a) business, production, working time, data or expected savings; or
- (b) goodwill, opportunity or contracts; or
- (c) revenue; or
- (d) profits;

whether or not that loss or damage could have been anticipated.

15.5.2 Any direct or indirect loss or damage arising from:

- (a) data being destroyed or corrupted; or
- (b) business interruption; or
- (c) increased staff time; or
- (d) wasted expense; or
- (e) liability to third parties;

whether or not that loss or damage could have been anticipated.

15.5.3 Any indirect, special or consequential loss or damage, whether or not that loss or damage could have been anticipated.

15.6 If a number of claims give rise to what is essentially the same loss, they will be considered together as only one claim under the **agreement**.

15.7 Unless the relevant **special terms** state otherwise, clauses 15.1 to 15.7 set out your and our entire liability to the other in connection with the **agreement**.

15.8 You agree that the limits of our liability under the **agreement** are reasonable.

15.9 This clause 15 will stay in force after the **agreement** ends for any reason.

16. Suspending the service

16.1 We can suspend all or part of the **service**:

16.1.1 if you fail to make any payment to us when it becomes due;

16.1.2 if we have good reason to suspect that you may have committed, or may be committing, any fraud against us;

16.1.3 if you have broken the **agreement**; or

16.1.4 in any circumstance where we are entitled to end the **agreement**.

16.2 In an emergency, we can suspend all or part of the **service** in order to provide or protect a service to a hospital or other emergency organisation or essential service.

16.3 We can temporarily suspend all or part of the **service** in order to:

16.3.1 change the technical specification of the **service**;

16.3.2 carry out repairs, maintenance work or improvements; or

16.3.3 prevent injury to people or damage to property.

16.4 We can suspend all or part of the **service**, or take any other action we reasonably believe is necessary, to keep to any instructions issued by the Government, a regulatory authority, an emergency service or other relevant authority.

16.5 Except in an emergency or where we suspect you have committed or may be committing fraud against us, if we are going to suspend all or part of the **service** we will give you as much notice as is reasonably possible. You will have no claim against us for suspending all or part of the **service** under clauses 16.1 to 16.4. If we exercise our right to suspend all or part of the **service**, this will not affect our right to end the **agreement**.

16.6 If we suspend all or part of the **service** because you have failed to make any payment due to us, you will continue to be liable for (and must continue to pay) our charges during the period of the suspension. You must also refund our reasonable costs and expenses involved in suspending the **service** and all

overdue amounts you owe us under the **agreement**.

If we agree to start providing the **service** again, you must pay our reasonable charges of doing so, and any reasonable deposit we ask for.

17. Ending the agreement

17.1 Without affecting any other rights we have to end the **agreement** (whether set out in other parts of this **agreement** or otherwise), we may end the **agreement** immediately, by giving you written notice, if any of the following has happened.

- 17.1.1** You have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right.
- 17.1.2** You have failed to meet a material obligation of the **agreement** and the matter could have been put right but you failed to do so within 30 days of us instructing you to.
- 17.1.3** You have:
 - (a) had a liquidator, administrative receiver, administrator, receiver, bankruptcy trustee or similar officer appointed over all or some of your assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);
 - (b) entered into an arrangement with your creditors; or
 - (c) become unable to pay your debts, as described in section 123 of the Insolvency Act 1986.
- 17.1.4** Any licence, permission or other approval you or we need to connect to our **communications network** or provide the **service** has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or

approval giving you or us the necessary rights.

- 17.1.5** The details you gave us to enable us to provide the **service** were significantly wrong or incomplete.
- 17.1.6** You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law** in connection with the **service**.
- 17.1.7** You have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud against us.
- 17.1.8** All or part of any contract between us and another provider of telecommunications services ends and this affects the provision of the **service**.

17.2 You may end the **agreement** immediately, by giving us written notice, if any of the following have happened.

- 17.2.1** We have failed to meet a material obligation of the **agreement** and the matter cannot be put right.
- 17.2.2** We have failed to meet a material obligation of the **agreement** and the matter could have been put right but we failed to do so within 30 days of you instructing us to.
- 17.2.3** We have:
 - (a) had a liquidator, administrative receiver, administrator or receiver appointed over all or some of our assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);
 - (b) entered into an arrangement with our creditors; or
 - (c) become unable to pay our debts, as described

Standard terms and conditions

in section 123 of the
Insolvency Act 1986.

- 17.3** If you end the **agreement** under clause 17.2 you must send written notice of this to us at the address set out in clause 23.1.
- 17.4** Despite clause 3.2, you can end the **agreement** before the end of the **minimum period**, for any reason, by giving us written notice. If you do this you must pay our **cancellation charges** as set out in clause 9.17. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address we give you in writing.
- Our ceases team will send you an email to confirm we have received your request. They will then send you a notice to confirm the relevant details, including the cancellation charges that you must pay us.
- 17.5** When the **agreement** ends, any licence we have granted you will also end immediately. You must immediately stop using the **service** and pay us all amounts you owe us in connection with the **service**.
- 17.6** If we end the **agreement** because you have not met your obligations under it, you must pay our **cancellation charges** in line with clause 9.17. We will send you an invoice when the **agreement** ends, and you must pay that invoice in line with clause 9.7. We do not have to refund any charges you have paid in advance.
- 17.7** When the **agreement** ends you must allow us to remove the **service equipment**. If you cause a delay in us removing the **service equipment**, we can continue to charge you until such removal is completed, and you must pay those charges and any extra costs and expenses arising as a result of the delay.
- 17.8** The right to end the **agreement** will not affect any rights, obligations or liabilities that arose before the **agreement** ended.

18. Broadband Speeds Code

18.1 The terms set out in this clause 18 shall only apply if you are:

- 18.1.1 a new customer that purchases new **qualifying services** from us on or after 28 February 2019; or
- 18.1.2 an existing customer that:
 - (a) purchases a new **qualifying service**;
 - (b) changes an existing **qualifying service** to a new speed tier (whether higher or lower) of such **qualifying service** for a new **minimum period**; or
 - (c) renews your existing **qualifying service** for a new **minimum period**,

in each case, on or after 28 February 2019.

(a **qualifying customer**)

The provisions of this clause 18, and any rights set out herein, shall not apply to any customer, product or service other than a **qualifying customer** in respect of a **qualifying service**.

18.2 For the purposes of this clause 18, **qualifying service** shall mean any broadband service provided by us:

- 18.2.1 including (but not limited to) our Essential Broadband or Voom Fibre products (or their successors or replacements from time to time); but
- 18.2.2 excluding any other service or product (including but not limited to any leased line, dedicated internet access, high capacity service, WiFi or mobile product provided by us or a third party, or their successor or replacement products from time to time).

18.3 If you are a **qualifying customer**, we will try to ensure that the minimum download speed achieved by your **qualifying service** (your **actual download speed**) shall not fall below your **minimum guaranteed download speed** during the

minimum period for such **qualifying service**. For the purposes of this clause 18, **minimum guaranteed download speed** shall mean a download speed equal to fifty percent (50%) of the advertised download speed of the relevant **qualifying service** as at the date this **agreement** comes into force, as advised to you by us on or before the date you submit your signed **order form** to us

18.4 The **actual download speed** achieved by your **qualifying service(s)** at any given time is determined by us by measuring the download speed delivered by the **qualifying service** to the **service equipment**. The download speed actually achieved by any device or **your apparatus** connected beyond the **service equipment** may vary and is affected by a variety of factors (further details regarding factors affecting download speed beyond our **service equipment** is available on our **website**). We shall have no liability to you under the **agreement** or this clause 18 if the **actual download speed** of the **qualifying service(s)** falls below the **minimum guaranteed download speed** at any point beyond the **service equipment**.

18.5 We shall have no liability under this **agreement** if the **actual download speed** falls below the **minimum guaranteed download speed** as a result of:

- 18.5.1 an outage to the **qualifying service(s)**;
- 18.5.2 any disruption to the to the **qualifying service** as a result of any planned maintenance where we have notified you of such maintenance in advance; or
- 18.5.3 any act, omission, failure or breach by you (whether direct or indirect).

You must also keep the **service equipment** plugged in, switched on and set to enable us to obtain traffic speed information from it to enable us to diagnose any **speed fault**.

18.6 If you consider you have an issue with your **actual download speed**, you must notify our customer care team by telephone as soon as possible at the

Standard terms and conditions

- details set out on our website (as updated from time to time). If we are unable to resolve your issues on the telephone, we will begin remotely monitoring your **actual download speed**, beginning on the day after you first notify us of the issue (**speed monitoring**).
- 18.7** A **speed fault** will have occurred if our **speed monitoring** demonstrates that your **actual download speed** fell below your **minimum guaranteed download speed** at any time on three (3) consecutive days (whether continuously or intermittently during each day) during the **speed monitoring** period.
- 18.8** We shall notify you of the results of our **speed monitoring** as soon as possible after the test period has finished and confirm either:
- 18.8.1 a **speed fault** has occurred, in which case the provisions of clauses 18.9 to 18.14 shall apply; or
- 18.8.2 no **speed fault** occurred during the **speed monitoring** period, in which case we shall have no further liability to you under this **agreement** in respect of the reported issue.
- 18.9** If a **speed fault** has occurred we shall attempt to rectify it within thirty (30) days of the date you first notified us of the problem by telephone (the **fix period**). We may extend or delay the **fix period** by a reasonable amount of time at any time by giving you notice in writing if there is any delay in repairing or resolving the **speed fault** caused by circumstances beyond our reasonable control (including but not limited to where you cancel an engineer visit or miss an agreed appointment, or other exceptional circumstances beyond our control which lead to a technical inability to resolve the **speed fault**).
- 18.10** At the end of the **fix period**, we shall notify you in writing (the **outcome notice**) confirming that we have either:
- 18.10.1 resolved the **speed fault**, in which case we shall have no further liability to you in respect of such **speed fault**; or
- 18.10.2 been unable to resolve the **speed fault**, in which case the provisions of clauses 18.11 to 18.14 shall apply.
- 18.11** If we are unable to resolve the **speed fault** within the **fix period**, you may have the right to cancel such part(s) of the **service** that consists of the affected **qualifying service(s)** plus:
- 18.11.1 any other standard voice and broadband products purchased at the same time and as part of the same bundle as the affected **qualifying service**; and/or
- 18.11.2 any other **service** entirely and exclusively dependent on the affected **qualifying service** (including but not limited to VoIP **services**), (together the **applicable services**) without paying **cancellation charges** (a **right to exit**). The **right to exit** shall only apply to the **applicable services** and shall not apply to any other part(s) of the **service** or this **agreement**, which shall continue in full force and effect.
- 18.12** Our **outcome notice** shall set out:
- 18.12.1 whether a right to exit has arisen in respect of the **applicable services**; and
- 18.12.2 the options available to you following the conclusion of the **fix period**.
- 18.13** If you:
- 18.13.1 notify us in writing within thirty (30) days of the date of our **outcome notice** (**cancellation period**) that you wish to exercise your **right to exit**, the **applicable services** shall be terminated and you shall not be liable to pay any **cancellation charges**;
- 18.13.2 notify us in writing within the **cancellation period** that you wish to exercise any other option offered by us, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**; or

18.13.3 fail to notify us in writing under clauses 18.13.1 or 18.13.2 and continue to use any of the **applicable services** after the expiry of the **cancellation period**, your **right to exit** shall expire and we shall have no further liability to you in respect of the **speed fault**.

18.14 The rights set out in this clause 18, and the remedies set out in clause 18.13, shall be your sole and exclusive rights and remedies in respect of a **speed fault** and we shall have no liability to you in respect of a **speed fault** save as set out in this clause 18. You shall not be entitled to receive any compensation (whether through a credit, refund, payment, damages or otherwise) for any loss or damage suffered as a result of, or arising out of or in connection with, the **speed fault**.

19. Assignment and subcontracting

19.1 You must not assign (transfer), delegate or otherwise pass on any or all of your rights or obligations under the **agreement** without our permission in writing, which we will not unreasonably refuse to give.

19.2 We may subcontract our obligations under the **agreement**. This will not release us from our obligations under the **agreement**, and we will still be responsible for making sure the obligations are met.

19.3 Except where clause 19.4 applies, if you give us written permission (which you must not refuse to give, or delay in giving, without good reason), we may transfer or otherwise dispose of any or all of our rights and obligations under the **agreement**.

19.4 We do not need your written permission to transfer or otherwise dispose of any or all of our rights and obligations under the **agreement** to:

19.4.1 any member of our **group companies** at the time; or

19.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

19.5 When asked, you must fill in and sign all necessary paperwork to complete the transfers in clauses 19.3 and 19.4.

20. Events outside your or our control

20.1 You or we will not be liable to the other for any failure or delay in meeting the obligations under the **agreement** (other than paying any amounts owed) if this is due to any circumstance outside your or our reasonable control. If the circumstance beyond your or our control prevents us from providing the **service** to all **sites** for more than three months, you or we may end the **agreement**, without any additional liability, by giving the other notice in writing.

Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, pandemic, strike or labour disturbance, the actions (or failure to act) of local, regional or central government, highways authorities or other official authorities, legal or regulatory restrictions, terrorism, war or civil disturbance, and a third party's delay in supplying, or failure to supply, any service, equipment or **purchased equipment** (where their actions or failures resulted from circumstances beyond their reasonable control).

21. Changing the agreement or service

21.1 Except where clauses 21.3 to 21.7 apply, or as otherwise specified in the **agreement**, any change to the **agreement** must be agreed in writing by you and us.

21.2 Despite clause 21.1, we can change the **agreement** (other than in relation to charges which are governed by clauses 9.3 and 9.4) by giving you at least 30 days' written notice.

21.3 Subject to the exceptions at clause 21.4 and clause 21.5, you shall be entitled to terminate the **agreement** without paying **cancellation charges** (subject to clause 21.8) if we:

Standard terms and conditions

21.3.1 increase the charges under this **agreement** or in respect of any usage-based charges, the rate at which we charge you under this **agreement**, other than where such increase arises in accordance with clause 4.3 or any other clause of this **agreement** which permits us to make changes to the charges;

21.3.2 make any changes to the **agreement**, the **service**, the **purchased equipment** or the **service equipment** (other than those permitted under the terms of this agreement including but not limited to those set out at clause 21.4 and 21.5) which we believe are not exclusively to your benefit;

provided that you give us notice in writing of your intention to terminate the **agreement** within 30 days of the date that notice of the change is given to you by us and such notice from you must be given in accordance with the instructions set out in our notification of the change in accordance with clause 21.2.

If you cancel the **agreement** under this clause 21.3, the **agreement** will terminate on the earlier of: (i) 30 days after your notice is deemed delivered in accordance with this clause 21.3 and clause 23; (ii) the day before the date on which the change comes into effect or, where this is not feasible due to the timing of your notice, as soon as reasonably possible after that date; or (iii) a date agreed in writing between you and us.

21.4 Your right to cancel the **agreement** without paying **cancellation charges** under clause 21.3 shall not apply if:

21.4.1 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased equipment** or the **service equipment**) that we believe are exclusively to your benefit;

21.4.2 we make any changes to the **agreement** (including any changes to the **service**, the **charges**, the **purchased**

equipment or the **service equipment**) that are made for the following reasons:

- (a) the change is purely administrative and has no negative effect on you including but not limited to any change to our contact details, registered office or non-contractual processes for example contacting us to speak to account managers, raising faults or disputes, or any other process change which we may make from time to time;
- (b) there is a change in **law** or any rule of a regulatory body, listing authority or governing body that applies to us and/or the **agreement**, the **service**, **purchased equipment** or **service equipment** that we provide;
- (c) we have a legal or regulatory obligation to pass on cost increases and/or changes to the **agreement**, the **service**, **purchased equipment** or **service equipment**, for example where the service charge for calling 084, 087, 09 and 118 numbers increases;

21.4.3 the **agreement**, charges, the **service**, **purchased equipment** or **service equipment** change for the following reasons:

- (a) changes are made to the **service**, **purchased equipment** or **service equipment** or the network over which such **services** are provided where such **service**, **purchased equipment** or **service equipment** is variable including but not limited to:

- (i) changes to the features or functionality of the **service, purchased equipment, or service equipment**, including but not limited to the functionality and features of any software provided under the **service**;
- (ii) changes to operational or administrative elements of any **service** including but not limited to changes to the hours during which you can contact us, changes to or removal of individual communication channels through which you can contact us, changes to any portal, platform or similar tool that we use or make available to you for communicating with us and administering the **services** (including changes to any billing platform that we use from time to time) and any other changes in relation to the processes through which we deliver the **services**;
- (iii) any changes to our network which reflect the overall variability of the network including but not limited to any routine maintenance updates and upgrades;
- (iv) the replacement of any software, **services, purchased equipment or service equipment** which is no longer supported by the manufacturer or which we otherwise determine to be end-of-life with software, services or equipment of an overall equivalent specification or standard;
- (v) changes to the **services, purchased equipment or service equipment** where there is a minimum technical requirement for equipment, services or software which you must maintain in order to make use of the **services, purchased equipment or service equipment** (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the **services, purchased equipment or service equipment** are changed because you no longer meet the minimum technical requirements specified by us from time to time and you either do not implement any changes to your equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by us, where you do not

- agree to accept new or updated equipment, services or software from us which would meet the minimum technical requirement;
- (b) changes to international call rates or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to us by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the **service**, the **purchased equipment**, **service equipment** or the charges under this clause 21.4.2(b) will be notified to you and will not be made more frequently than once per month;
- (c) changes to third party charges or costs which are passed on to us by a third party which relate to or affect the **agreement**, the **service**, **purchased equipment** or **service equipment**;
- (d) where we have provided general product or service descriptions in relation to the **services**, the **purchased equipment** or **service equipment** such descriptions are indicative guidance only and we may substitute the **services**, the **purchased equipment** or **service equipment** for services or equipment of an overall equivalent standard even if the exact features and functionality may differ;
- (e) where we believe that the change is necessary for

technical or security reasons;

- (f) changes to charges or other costs to us which are based on the cost of providing the **services** the **purchased equipment** or **service equipment** to you or carrying out the relevant tasks to provide the **services**, only to the extent that any change is directly attributable to a change in the cost to us;
- (g) notwithstanding clause 4.6, where we have expressly agreed to provide power or other utilities as part of the **services** to install and maintain the **service equipment** or **purchased equipment** at any **site**, and there is any increase to the price payable to a third party (excluding any **group company**) for such power or other utilities;

provided that we will notify you of any changes under this clause 21.4.2 in accordance with clause 23. If we believe that a change under this clause 21.4.2 is likely to materially disadvantage you, we will notify you of your right to terminate this **agreement** in accordance with clause 21.3 and you may terminate the **agreement** without paying **cancellation charges** subject to clause 21.8.

We may notify you of any change made for the reasons set out in this clause 21.4 in accordance with clause 21.2. If you decide to cancel the **agreement** due to a change made for the reasons set out in this clause 21.4, you may still be required to pay **cancellation charges**.

21.5 Subject to clause 21.4, if the change to the **agreement** which is referred to in clause 21.3 relates:

- 21.5.1 only to an **add-on service** that you have already signed

up to, and you decide to terminate the **agreement** due to the change in the **add-on service**, you may still be required to pay **cancellation charges** for terminating the **services** other than the **add-on service** early (as you already have the right to end the **add-on service** at any time). We will confirm any such applicable **cancellation charges** to you;

21.5.2 only to an **ancillary service** that you have not already signed up to, you will not have the right to terminate the **agreement** without paying a **cancellation charge**; or

21.5.3 only to an **ancillary service** that you have already signed up to, and we believe that the changes are not exclusively to your benefit, we will notify you of this and inform you of your right to terminate the affected **ancillary service** and the **agreement** without paying a **cancellation charge** subject to clause 21.8.

21.6 If you have entered into other agreements with us, you may in certain circumstances be able to terminate those agreements where you terminate this **agreement** in accordance with clause 21.3. For the avoidance of doubt, changes to this **agreement** will not give rise to a right to terminate any other **agreement** which is not linked to this **agreement** and we will notify you in accordance with the terms of the relevant agreement if you have a right to cancel any other agreement as a result of the termination of this **agreement**.

21.7 Where any part of the **service**, **purchased equipment** or **service equipment** is supplied by a third party and is subject to that third party's terms and conditions, we are not responsible for any changes by that third party to the third party's services, charges or terms and conditions or for notifying you of those changes as such changes are outside our control and we may not be aware of them. You will not have a right to cancel this **agreement** without paying

a **cancellation charge** as a result of those changes.

21.8 Termination of the **agreement** in accordance with clause 21.3 will not affect your requirement to pay the charges relating to the **agreement** incurred prior to the date of termination, but, in this event, subject to clause 21.4, you shall not be liable for any **cancellation charges** in respect of the **agreement**. Notwithstanding the provisions of this clause 21, where you terminate the **agreement** in accordance with clause 21.3, you will be obliged to pay any outstanding or overdue charges and; (i) where the **agreement** includes **purchased equipment**, the charges in respect of the cost of **purchased equipment**; and (ii) where the **agreement** includes any volume-, value- or time- based or other incentives which you have received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that you have had the benefit of relating to the period between termination of the **agreement** and the end of the **minimum period**, or the proportion of the incentive which you have had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used. We shall confirm any such applicable charges to you following receipt of your notice to terminate.

21.9 If you ask us to:

21.9.1 change the **service** (including moving, adding or swapping a service); or

21.9.2 provide services at a different site;

and we agree to your request, you must do everything we need you to do for us to make the change. You must also pay us our charges that apply at the time for the change. You may have to pay the charges before we make the change.

We may, without giving you notice, amend our charges to reflect the change, and clause 9.4 will not apply to the amendment.

If you ask us to make a change in accordance with this clause 21.9, you will

Standard terms and conditions

not have a right to end the **agreement** under clause 21.3.

- 21.10 Nothing written in the **order form** (particularly in the section headed 'COVID-19 special terms' within in the section headed 'notes and comments') will change any of these standard terms and conditions or any **special terms**.
- 21.11 For the avoidance of doubt, where the **service, purchased equipment or service equipment** is not provided in accordance with the agreed standards set out in the **agreement** this shall not be regarded as a change to the contractual terms of the **agreement** or a change to the **service** but as a breach of the **agreement** or **service level agreement** by us (as the case may be), in which case the remedies set out in clause 10 and clause 17 shall apply and you shall have no right to terminate in accordance with clause 21.3.
- 21.12 You acknowledge that as part of the **PSTN switch off**, once a telephone exchange has been classified as a **stop sell exchange** or we have closed any of our exchanges the following shall apply in relation to affected **PSTN based services**:
- 21.12.1 no new supply or transfer orders can be accepted; and
- 21.12.2 no **service** amendments, (whether a change to the number of channels, bandwidth, class of service, applicable maintenance options or any other type of change), can be made except where and to the extent the relevant **special terms** state otherwise; and
- 21.12.3 the continued availability of some **services**, our ability to meet the service levels set out in the **service level agreement** and the availability of features for such **services** may be affected.
- 21.13 Where you request any **PSTN based services** at a **stop sell exchange** or an exchange that we have closed, we will use reasonable endeavours to inform you of any reasonable alternative services that you may wish to consider instead. For the avoidance of doubt, we shall not be obliged to fulfil your request.

- 21.14 In advance of the **PSTN switch off**, we will use reasonable endeavours to inform you of the details, including the expected date of cessation, of the **PSTN based services** affected, and any reasonable alternative services to which you may wish to migrate your affected **PSTN based services**. The migration to and/or provision of alternative services by us shall be subject to the parties agreeing the same (including the associated charges) in accordance with clause 21.1.
- 21.15 Any **PSTN based services** not migrated to an alternative service in advance of the cessation will cease to function.
- 21.16 We shall have no liability to you arising out of or in connection with the **PSTN switch off**.

22. Cancelling part of the service

- 22.1 You are entitled at any time to cancel part of the **service**, including cancelling a circuit or **service** to a **site**, by giving us 90 days' notice in writing. You must send this notice to us by filling in the online form on the Contact Us page of **our website** or any other web portal address that we give you in writing.
- Our ceases team will send you an email to confirm we have received your request. Our ceases team will then send you a notice to confirm the relevant details, including any **cancellation charges** that you must pay us.
- 22.2 If you cancel part of the **service** within the **minimum period**, you must pay us the **cancellation charges** relating to the cancelled part of the **service**, as set out in clause 9.17. We will send you an invoice on or following the cancellation, and you must pay the invoice as set out in clause 9.7.
- 22.3 If you want to cancel part of the **service** after the end of the **minimum period**, you must give us 90 days' notice in writing (unless the **special terms** say otherwise) and pay all charges due under the **agreement** in connection with the cancelled part of the **service** during the 90-day notice period.

23. Written notices

Unless the **special terms** say otherwise, the following will apply.

- 23.1 Any written notice you send us must be delivered by hand or sent by post to:
- Head of Customer Services
Virgin Media Business
Business Customer Services
Communications House
1 Chippingham Street
Sheffield
S9 3SE
- or any other address we give you in writing.
- 23.2 Any written notice we send you will be:
- 23.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;
- 23.2.2 faxed to your fax number shown on the **order form** or given to us in writing;
- 23.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
- 23.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.
- 23.3 Written notice delivered by hand will be considered to have been received on that day.
- Written notice sent by post will be considered to have been received three days after the date it was posted.
- Written notice sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly.
- Written notice sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to.
- Written notice sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.

- 23.4 If you send us written notice to end the **agreement** or cancel any part of the **service** you must make sure that you keep a copy of the notice and proof of delivery.

24. Confidentiality

- 24.1 When you or we provide confidential information (information which you or we mark as confidential or which is clearly confidential) to the other, the person receiving the confidential information (the receiver) gives the person providing the confidential information (the provider) the following assurances.
- 24.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.
- 24.1.2 The receiver can give the provider's confidential information, to the extent necessary and in strict confidence, to their employees, agents and subcontractors involved in providing or using the **service**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.
- 24.1.3 The receiver will only use the provider's confidential information in connection with providing or using the **service**, as the case may be, and not for their own benefit or the benefit of anyone else.
- 24.2 You must not reveal the terms of the **agreement** to any third party, or make any announcements about its contents, without our permission in writing. We may tell others that you are a customer of ours and issue agreed press releases, promotional material and case studies in line with clause 26.13, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.

Standard terms and conditions

24.3 The confidentiality obligations in clauses 24.1 and 24.2 will not apply if any court, government or regulator requires the receiver to reveal the confidential information (but only to the extent required by **law**). Unless the **law** does not allow this, the receiver will give the provider written notice, as soon as reasonably possible, about their confidential information being released.

24.4 The confidentiality obligations in clauses 24.1 and 24.2 will not extend to confidential information which:

24.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under this **agreement**;

24.4.2 the receiver already knew before the provider gave it them; or

24.4.3 was given by a third party who did not receive it in confidence.

24.5 Clause 24 will stay in force after the **agreement** or any part of it ends.

25. Data protection

25.1 This clause will apply to the extent that we **process personal data** on your behalf in the course of providing the **service** under this **agreement**.

25.2 You will be the **data controller** of the **personal data** that is provided to us for **processing** under this **agreement** and we will act as a **data processor** on your behalf.

25.3 Under this **agreement**, you will be responsible for:

25.3.1 complying with all **data protection legislation** in respect of your use of our services, your **processing** of the **personal data** and any **processing** instructions you give us.

25.3.2 ensuring you have the right to collect, provide access to or transfer the **personal data** to us for **processing** under this **agreement**.

25.3.3 ensuring that you will not disclose (or permit any **data**

subject to disclose) any special categories of data to us for **processing**.

25.4 We will **process** the **personal data** to the extent necessary to provide you with the **service** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **service** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.

25.5 We will ensure that any of our personnel authorised to **process** the **personal data** will be subject to a duty of confidentiality.

25.6 We will take the following security measures:

25.6.1 implement appropriate technical and organisational measures to protect the **personal data** from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a **data breach**).

25.6.2 Upon becoming aware of a **data breach**, we will notify you without undue delay. We will make reasonable efforts to identify the cause of the **data breach** and to take such steps as we deem necessary and reasonable to mitigate the effects of such **data breach**, to the extent that such steps are within our reasonable control.

25.6.3 We will make reasonable efforts to provide such information as you may reasonably require to enable you to fulfil any **data breach** reporting obligations under the **GDPR**.

25.7 You agree that we may engage our **group companies** and third party sub-processors (collectively **sub-processors**) to **process personal data** on our behalf, provided that:

25.7.1 We maintain an up-to-date list of **sub-processors** which will be available on request.

25.7.2 We impose on such sub-processors data protection

- terms that require them to protect the **personal data** to the standard required by **data protection legislation**.
- 25.7.3 We remain liable for any breach of the **data protection legislation** caused by our **sub-processor** when **processing personal data** under this **agreement**.
- 25.8 We will not **process** or otherwise transfer any **personal data** outside the European Economic Area or to any international organisations unless we have appropriate assurances from that third party that the **personal data** will only be **processed** in compliance with **data protection legislation** (which will be satisfied and evidenced by us entering into a contract with that third party which contains the **model contract clauses**).
- 25.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.
- We will be entitled to recover our reasonable costs of providing such assistance to you.
- 25.10 We will make available to you all information reasonably requested by you in writing to demonstrate our compliance with the obligations set out in this clause 25, and we will contribute to audits, including inspections, to verify compliance with such obligations conducted by you or an independent third party auditor acting under your direction. Such audits or inspections may take place no more than once per calendar year and will be at your cost. You will give us not less than 30 days' prior written notice of any such audit or inspection, and such audit or inspection will be carried out during our normal working hours with minimal disruption to our business.
- 25.11 Upon expiry or termination of this **agreement**, we will, at your request, delete or return to you the **personal data processed** under this **agreement**, unless storage is required by law.

26. Marketing and your information

- 26.1 When you ask for our services, we will check the following records about you, your **group companies** and your business partners.
- 26.1.1 Our own records.
- 26.1.2 Personal and business records at credit-reference agencies. When credit-reference agencies receive a search from us they will note this on your business credit file, and this may be seen by other companies. The credit-reference agencies will give us both public records (including the electoral register) and shared credit and fraud-prevention information.
- 26.1.3 Records held by fraud-prevention agencies.
- 26.1.4 If you are a director, we will get confirmation from credit-reference agencies that the residential address you have given us is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 26.2 We will make checks such as assessing your application for the **service** and confirming identities to prevent and detect crime and money laundering. We may also make occasional searches with credit-reference agencies and fraud-prevention agencies to manage your account with us.
- 26.3 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information and may create a record of the name and address of your business and its owners (if there is not one already).
- We will give credit-reference agencies details of your account with us and how you manage it.
- 26.4 If you do not pay amounts you owe us, in full and on time, credit-reference

Standard terms and conditions

- agencies will record the debt. Credit-reference agencies and fraud-prevention agencies may supply this information to other organisations so they can carry out checks, trace where you are and recover debts that you owe. Such records stay on file for six years after the relevant account is closed, whether or not you have cleared the debt. If you do not make payments that you owe us, we will trace you to recover the debt.
- 26.5** We will carry out a search to check your identity. This involves checking the details you give us against those held on databases which credit-reference agencies and fraud-prevention agencies have access to, including the electoral register. A record of this search will be kept, and other companies may use it to help them check your identity. We may also pass information to financial institutions and other organisations involved in preventing fraud, to protect us and our customers from theft and fraud.
- 26.6** If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may pass this information to fraud-prevention agencies and other organisations involved in investigating crime and preventing fraud. We and organisations from other countries can see and use, in other countries, the information recorded by fraud-prevention agencies.
- 26.7** We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 26.8** We can pass on information that describes the habits, usage patterns and characteristics of all or groups of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.
- 26.9** Unless you have ticked the relevant boxes on the **order form**, or you have told us otherwise in writing, we may:
- 26.9.1 use your information to send you information about other products or services we or our **group companies** has available; and
- 26.9.2 provide your information to third parties so they can give you information about their products or services.
- 26.10** You authorise us to give your name and other contact details to the emergency services. Unless you tell us in writing that you withdraw that authorisation, we will also be authorised to provide those details to other communications operators and providers of directories. We will have no liability for any publication made by the emergency services or communications operators.
- 26.11** For the purpose of providing services under the **agreement** you give us permission to use your personal information, together with other information from you, for the purposes of:
- 26.11.1 providing you with the **service**, service information and updates;
- 26.11.2 administration;
- 26.11.3 credit scoring;
- 26.11.4 carrying out identity checks;
- 26.11.5 preventing fraud;
- 26.11.6 monitoring and improving customer services;
- 26.11.7 training; and
- 26.11.8 tracking and assessing the use of our services (which includes processing call, usage, billing and interactive information);
- for as long as we need to for these specified purposes, which may be after the **agreement** ends.
- Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.
- 26.12** We may use any information you provide for the purposes set out in this clause 26, for other purposes you give permission for, or for any other purpose required by **law**. We can pass your information to any of our **group companies**, debt-collection agencies, credit-reference agencies, credit- or fraud-monitoring schemes, security agencies or credit providers. We can also provide such information to other providers of electronic-communications services.

- 26.13 Unless you have ticked the relevant box on the **order form**, or you have told us otherwise in writing, you agree to be involved in any press release, promotional material or case studies relating to the **agreement** which we reasonably request.

27. Test or trial services and promotional offers

- 27.1 We may from time to time provide test services, trial services or promotional offers to some or all of our customers. Any separate terms and conditions we specify will apply to those services and offers. Unless those separate terms and conditions state otherwise, we will not have any liability under the **agreement** in connection with test or trial services or promotional offers. The terms and conditions of any test or trial services or promotional offers may require a change to the **agreement**. In this case, by accepting the services or offer you will be considered to have accepted the change to the **agreement**. Unless the terms and conditions of a test or trial service or promotional offer state otherwise, we may withdraw or change the service or offer for some or all of our customers at any time and without giving notice.

28. Entire agreement

- 28.1 The **agreement** between you and us, together with any document referred to in it, is the whole agreement between you and us and replaces any previous drafts, agreements, and arrangements relating to the **service**.
- 28.2 You and we agree that neither of us has been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take any action in respect of any other representation or promise, except in the case of fraud or a representation or promise that is central to the **agreement**. (However, clauses 15.4 and 15.5 will apply to any representation or promise that is central to the **agreement**.)

29. Miscellaneous

- 29.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule, any other legal rights and remedies.
- 29.2 If we do not exercise, or delay in exercising, any right or remedy we have under the **agreement**, this does not mean we have given up that right, and so we may exercise it in the future.
- 29.3 If we exercise all or part of any right we have under the **agreement**, this will not prevent us from exercising that or any other right in the future.
- 29.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible, results in the same economic effects and is legally binding.
- 29.5 If any part of the **agreement** is intended to stay in force after the **agreement** ends, that part will stay in force after the **agreement** ends for any reason.
- 29.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.
- 29.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of ours (or vice versa).
- 29.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999 or any amendment to it.

30. Settling disputes

- 30.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute for arbitration, or to the courts of England, in line with clause 31.
- 30.2 While the procedure set out in this clause 30 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these standard terms and conditions or any **special terms** that apply.
- 30.3 Nothing in this clause 30 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

31. Governing law and arbitration

- 31.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English **law**.
- 31.2 Any dispute arising under the **agreement** which does not involve:
- 31.2.1 a complicated issue of **law**; or
 - 31.2.2 an amount of more than £5,000;
- may be referred to arbitration or other appropriate method of dispute resolution.
- 31.3 If any legal action or proceedings arise in connection with the **agreement** (whether arising out of contractual or non-contractual obligations), you and we accept that only the English courts have the power to decide on such action or proceedings.
- 31.4 We are fully committed to dealing with all complaints, fully and fairly, and within a reasonable time. If you'd like to find out how we deal with complaints, please see Our Complaint Resolution Code of Practice. This is in the 'Code of Practice'

section on **our website** at www.virginmediabusiness.co.uk, or you can phone our Customer Services team using the contact details on **our website** to ask us for a copy.

32. Miscellaneous

- 32.1 Where the service includes registering or hosting a gov.uk **domain name** set out on the **order form** or agreed with you in writing, the terms at the following url will also apply:
<https://www.gov.uk/guidance/additional-terms-for-govuk-agreements#terms-you-must-include-in-govuk-agreements>.

Thank you

Registered Office:

Virgin Media Business
500 Brook Drive
Reading
RG2 6UU

T: 0800 052 0800

Registered in England and Wales No. 01785381



BUSINESS



BUSINESS

Special Terms

Cloud Communication Services from 8x8

Version 2.2

This document tells You about additional terms which apply to our Service. These Special Terms, along with the terms set out in our Agreement, explain exactly how We'll work with You. We've done our best to cover everything, but if there's anything You'd like to check, just call our Customer Services team on 0800 052 0800 or speak with Your account manager.

1 Definitions and interpreting this document

- 1.1 In these Special Terms, words and terms mean the same as they do in our Agreement unless these Special Terms give a different meaning. We reserve the right to update these Special Terms or Our Acceptable Use Policy and it is Your responsibility to check our website with respect to any changes. We will use all reasonable effort to inform You of any material changes in writing or via Your relevant account manager where applicable.
- 1.2 In this Special Terms the following words and expressions have the meanings set out below unless inconsistent with the context.

8x8 means Our subcontractor, 8x8 UK Limited incorporated and registered in England under company number 05083841 whose registered office is at Oxford House, Bell Business Park, Aylesbury, Buckinghamshire, HP19 8JR.

8x8 Data Processing Agreement means the agreement set out at Annex 3.

8x8 Admin Console means the 8x8 online tool through which Your assigned administrators can set up, configure and manage the 8x8 Work phone system and 8x8 Contact Centre.

8x8 Phone App for Microsoft Teams means the services provided by 8x8 as more particularly described in the Data Sheet.

8x8 Professional Services means any professional and project services We have agreed to provide to You under this Agreement in connection with the Service, including but not limited to the carrying out of surveys, API integration services and/or captive portal design services, as more particularly described in the Data Sheet.

8x8 SaaS Service means the 8x8 Work, 8x8 Contact Centre service and (whether stand-alone, included in 8x8 Editions, 8x8 X Series, or otherwise bundled with other services), including all X Series Add-Ons and other components thereof.

8x8 System means the platform upon which We make the SaaS Service available.

8x8 Work means the 8x8 X0, X0-T, X1-Nationwide, X2, X3 and X4 Software as a Service (SaaS) series services.

8x8 Contact Centre means the 8x8 X6, X6 Bundled, X7, X7 Bundled, X8 and X8 Bundled and 8x8 Engage and 8x8 Engage Bundled Software as a Service (SaaS) series services.

Affiliates an entity that directly/indirectly Controls or is Controlled by or under common Control with the applicable Party.

Call, Meeting and Screen Recording means the recording of voice calls, meetings, screen activity or any electronic communication made using the Service.

Content the content of all communications transmitted, received, and/or stored through any SaaS Service.

Control the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise and "Controlled" and "Controlling" shall be interpreted accordingly.

Connectivity means the connection over which access to the Internet is granted or the Service is provided, which consists of a physically wired or cabled connection and/or, for wireless data, a wireless connection.

Data Sheet means Our non-binding standard service description relating to the Service, which, as may be updated from time to time. We reserve the right to update our standard service description without prior notice to You.

Device means any electronic equipment or hardware that is capable of accessing the Internet.

Device Standard means the compatibility requirements for Devices used with the Service as set out at the following URL: <https://www.8x8.com/products/devices/compatibility>.

Documentation user manuals and technical documentation related to the SaaS Service posted to www.8x8.com excluding marketing or promotional materials.

Good Industry Practice means, in relation to any undertaking and any circumstances, the exercise of the skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person under the same or similar circumstances.

Indemnified Customer Claim a claim threatened or brought against Us or 8x8 by a third party caused by Your Content or any breach by You or any Personnel of the Use Policy.

Microsoft Phone System means the Microsoft technology for enabling call control and private branch exchange capabilities in the Microsoft 365 cloud with Microsoft Teams.

Microsoft Teams means a workspace for real-time collaboration and communication, meetings and file and app sharing which is a proprietary business communication platform developed by Microsoft, as part of the Microsoft 365 family of products.

Optional Components has the meaning given to it in paragraph 3.1.2 of these Special Terms.

Voice for Microsoft Teams means a native voice integration to enable PSTN calling and enhanced 8x8 overlay services for Microsoft Teams users.

Personnel means a party's directors, employees, agents, consultants, sub-contractors or other persons authorised by that party.

Providers has the meaning given to them in paragraph 6.2.

PSTN means the public switched telephone network.

Territory means the United Kingdom ("UK") and Republic of Ireland.

SaaS Service means the 8x8 SaaS Service and the Third Party SaaS Service.

Service Start Date has the meaning given to them in paragraph 7.1.

Special Terms means these additional terms and conditions relating to the provision of the Service.

Standard Terms and Conditions means Our terms and conditions as confirmed on the face of the Order Form.

Standard Components has the meaning given to it in paragraph 3.1.1 of these Special Terms.

Stored Content: Any Content that is committed by You to either Hot or Cold Storage.

Storage Period: The period of storage for either Hot or Cold Storage as described in Data Sheet.

Subscription means a time limited right to access and use the SaaS Service in accordance with these Special Terms. The available subscription types are described in Data Sheet.

Technical Requirements: means the requirements available at the following URL: <https://support.8x8.com/cloud-phone-service/voice/network-setup-voice/x-series-technical-requirements#Overview>

Third Party SaaS Service means 8x8 Secure Pay, 8x8 Workforce Management – Teleopti and 8x8 Intelligent IVR.

Unplanned Downtime means the complete unavailability, excluding planned downtime and unavailability due to a force majeure event (as described in the agreement), of substantially all of the services. For avoidance of doubt, "Unplanned Downtime" does not include any inability to access the services while they are available to be accessed, including without limitation due to issues with the network, internet services/connectivity, equipment, and/or devices through which You or Your users, or other parties attempt to access the service.

Use Policy means the current 8x8 Use Policy at Annex 2.

X Series Edition means the version of the 8x8 SaaS Service including X0, X0-T and X1 Nationwide to X8.

X Series Add-Ons means the optional service elements identified as X Series Add On's in the Data Sheet.

1.3 References to a paragraph are to a paragraph of these Special Terms.

1.4 If there are any inconsistencies between the provisions in this Special Terms and any other provisions in this Agreement, the provisions in these Special Terms shall prevail.

2. Overview

2.1 Cloud Communication Services from 8x8 covers a suite of cloud based services provided from the 8x8 System and which are covered by Our Service Level Agreement. The SaaS Service is accessible remotely via Your Connectivity and is provided to You on a subscription basis.

2.2 Use of the Service outside of the Territory shall be at Your risk and may be subject to local laws and/or regulations in the country to/from which the call is made or received which may prevent, restrict or inhibit Your use of the Service within that country or otherwise result in You incurring additional charges. We shall have no liability to You, including but not limited to liability for loss of service, service degradation, or loss of or damage to your data (including in respect of unauthorised access or disclosure) and/or for additional charges incurred by You arising out of your use of the Service outside of the Territory. Further, You agree to indemnify and hold us harmless against any claims, demands, losses, liabilities, costs and expenses suffered or incurred by Us in connection with Your use of the Service outside of the Territory.

3. Components of the Service

3.1 The Service that We shall provide You shall consist of:

3.1.1 the following standard components ("**Standard Components**"):

- (a) 8x8 Work and/or 8x8 Contact Centre X Series Subscription
- (b) 8x8 Administration Console
- (c) 8x8 Geographic numbering;
- (d) Call tariff; and
- (e) Our Service Level Agreement.

3.1.2 any of the following additional components We have agreed to provide to You under this Agreement ("**Optional Components**"):

- (a) X Series Add On(s);

- (b) Third Party SaaS Service(s);
- (c) 8x8 Phone App for Microsoft Teams
- (d) Devices; and/or
- (e) 8x8 Professional Service(s).

3.1.3 The Subscription type and quantities, Call tariff and any Optional Components are confirmed on the Order Form.

- 3.2 If We have agreed to provide You with any Optional Components under this Agreement, the relevant terms set out in paragraph 9.3 of these Special Terms (if any) shall apply to such Optional Components as applicable in addition to the remainder of these Special Terms. Paragraph 9.3 of these Special Terms shall not apply to the Standard Components.
- 3.3 These Special Terms do not cover any Connectivity We have agreed to provide to You under this Agreement. Please see the relevant separate Special Terms and service level agreements that apply to those elements of Your service.
- 3.4 The Data Sheet is made available for Your reference only. We reserve the right to update Our Data Sheet without prior notice to You.

4. Pre conditions and conditions of use

- 4.1 You will require Connectivity to access the Service although the Service may be provisioned, and we may start billing You for the Service before Your Connectivity is in place or before any Port is complete.
- 4.2 You are responsible for ensuring at all times during the term of the Agreement:
- 4.2.1 We have all information (and You have completed all documents) We may reasonably require to allow Us to supply or support the Service;
 - 4.2.2 that any Connectivity is available and suitable for use with the Service, in particular Your Connectivity must comply with the Technical Requirements;
 - 4.2.3 that all Devices comply with the Device Standard;
 - 4.2.4 the Service is configured and operated in accordance with the Documentation and our reasonable instructions;
 - 4.2.5 You have sufficient geographic numbers and IVR ports to meet Your needs;
 - 4.2.6 the Service is only used in accordance with the Documentation and the Use Policy, as notified to You from time to time.
 - 4.2.7 that all upgrades, bug fixes, patches and other corrections relating to the Service that We make available from time to time are correctly installed.
- 4.3 You further agree:
- 4.3.1 to provide at Your cost all Devices and other equipment necessary to use or gain access to the Service.
 - 4.3.2 to provide any equipment or any third party licences required to be used or integrated with the Service in accordance with our reasonable instructions.
 - 4.3.3 to install and configure all Devices (unless We have agreed to install or configure a Device as part of an 8x8 Professional Service).
- 4.4 Except as otherwise expressly permitted under this Agreement, You shall not, and shall procure that Your Personnel will not:
- 4.4.1 modify the Service without Our prior written consent;
 - 4.4.2 change any API configured by Us as part of an 8x8 Professional Service
 - 4.4.3 use the Service for any unlawful purpose or for the promotion of illegal activities;
 - 4.4.4 use or permit the Service to be used to generate artificially high voice or data traffic or to commit fraud or toll fraud.
- 4.5 You shall comply with the safeguarding requirements and use restrictions relevant to security and fraud prevention as described in the Documentation and Use Policy (such as, without limitation, setting robust password combinations, password management and disclosure restrictions, and not taking any action or making an omission that would reasonably be expected to disrupt or compromise the integrity or security of the Service or the 8x8 System).

- 4.6 You will remain responsible for Your compliance with any industry standards, codes of practice and applicable laws and regulations that apply to Your use of the Service.
- 4.7 You shall remain the owner of Your content. You acknowledge and agree that: (a) Our role and the role of 8x8 or the Affiliates of either with respect to content, if any, shall be that of a passive conduit, and (b) neither Us or 8x8 or any affiliate shall be responsible for or have any involvement in determining or creating such content or determining the recipients or destinations of any communications through the Service.
- 4.8 You hereby assign all rights, title and interest in feedback on any suggestion, improvement, enhancement, recommendation, correction, idea or other feedback directly related to the SaaS Service provided directly through the SaaS Service to Us or 8x8, and You agree that We or 8x8 shall be free to use, license, assign, exploit any ideas, concepts, know how or techniques contained therein for any purpose without restriction or compensation.

5. Our Rights and Responsibilities

- 5.1 We will make the Service available to You during the term of the Agreement and will seek to support the Service as set out in the applicable Service Level Agreement.

- 5.2 We shall not be liable to You for any failure, delay or disruption of or to the Service caused by:

- 5.2.1 any failure by You to comply with Your obligations under paragraph 4.2, 4.3 or 4.4 of these Special Terms; or

- 5.2.2 Your Connectivity or any Device;

- 5.2.3 Your Providers or their service.

and You shall not be entitled to receive any Service Credits as a result of such failure, delay or disruption. Our exclusion of liability under this paragraph 5.2 shall be without prejudice to any Service Credits You may be entitled to receive under the applicable Special Terms or Service Level Agreement for any Connectivity We have agreed to provide under a separate agreement.

- 5.3 We do not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Apparatus, Device or other equipment, software or service whether provided by You, a Provider or otherwise.
- 5.4 We will not change the Service in any way that materially reduces its overall functionality or security (based on customary usage in the Territory), except with Your prior written approval. We may make changes to the Service or upgrade the Service, provided that We shall use reasonable efforts to give You 30 days' notice or, where this is not feasible due to regulatory or legal requirements, as much notice as possible of any such change or upgrade. You will not have a right to terminate the Agreement where We make a change in accordance with this paragraph 5.4 other than in the event that We determine that the change is not to Your exclusive benefit.
- 5.5 In addition to our other rights and remedies under the Agreement, We may suspend the provision of the Service whether in whole or in part where: (i) We reasonably determine that such suspension is necessary to avoid actual or likely harm or damage to, or liability for, Us, 8x8 or You; (ii) You have materially breached the Agreement; and/or such Service is being used in breach of the use policy or, as an alternative, We may place reasonable limitations or restrictions on the use of such Service.
- 5.6 We may apply an outbound calling bar on any part of the Service if We suspect the Service is being used for any unauthorised, unusual or suspicious purpose.
- 5.7 We may apply an inbound calling bar on any part of the Service if Your usage exceeds the capacity purchased in relation to that part of the Service.
- 5.8 None of the foregoing actions by Us shall relieve You of any of Your obligations under the Agreement, except that You shall not be liable for any fees for any suspended Service for the period of such suspension if it was not due to, or is not a result of, Your breach of the Agreement.
- 5.9 We or, as applicable 8x8, our suppliers or licensors, shall retain, and remain the exclusive owner of, all right (including IP Rights), title, and interest in and to: (i) the Service and any other software-as-a-service services offered by Us; (ii) any software or other technology therein or related thereto; and (iii) any Documentation or any literature provided.

6. Provision of Service and Service Limitations

- 6.1 You acknowledge and agree that: (a) the Service will not be uninterrupted, error-free, or available one-hundred percent (100%) of the time (e.g., they may be unavailable during periods of planned or Unplanned Downtime and communications may not always be delivered to their intended destination or without loss of data), (b) a single log-in is provided for each 8x8 Work extension; and, except with respect to conference and other

extensions specifically designed for conference or multi-Party use ("Conference Extensions"), such log-in and extension is provided solely for use by a single user, (c) data transmitted or stored through the services may be exported by the user in a variety of ways (including without limitation via third-party integrations, other features that interoperate with third-party offerings, or local or external download), (e) We shall not be responsible for any such exported data or any loss of such data, and (f) the Service is not intended to be used and should not be used as back up or long term storage of data. Use of 8x8 mobile applications may utilise underlying third-party cellular and/or data services and thus may use such services' allotted units and/or result in usage or other third-party charges associated with such third-party services.

- 6.2 Your relationship and dealings (including without limitation any collection or use of data) with providers of third party services that interoperate with the services but are not provided by Us (e.g., third-party applications for which service integrations are available) or that are used in connection with the services (e.g., broadband, MPLS, and equipment leasing services) ("Providers") shall in each case, and where relevant, be governed by Your Agreement with the applicable Provider and shall be outside the scope of these Special Terms and the Agreement, except that We shall use commercially reasonable efforts to maintain any API that interfaces with such third party services. We will use reasonable efforts to give You 30 days' notice or, where this is not feasible due to regulatory or legal requirements, as much notice as is reasonably possible before making any change to such APIs. You will not have a right to terminate the Agreement where We make a change in accordance with this paragraph 6.2 other than in the event that We determine that the change is not to Your exclusive benefit. In no event shall We be liable or responsible: (a) under any such agreement or for any act or omission of any Provider or any operation of its offering (e.g., any accessing, modification, or deletion of data), regardless of whether We endorse or designate any such offering as "certified," "approved," "recommended," etc., (b) for supporting any such third-Party offering, or (c) for ensuring the third party service Provider maintains the continued availability or operation of any such offering or any service integrations or other features designed to interoperate with such offering, and any integrations or features may be discontinued at any time.
- 6.3 We may sub-contract Our obligations in respect of the Service provided that any such sub-contracting shall not release Us from Our obligations under these Special Terms.

7. Service Start Date and Paying for the Service

- 7.1 After You Submit a signed Order Form to Us the Service will be provisioned, a tenant and account will be created for You, Your designated administrator will receive e-mail instructions and credentials necessary to access the Service, assign lines and/or seats to individual users, and otherwise enable You to access and use the Service. Despite clause 1.3 of the Standard Terms and Conditions, the date the tenant and account is created is the Service Start Date, this is typically on or shortly after You submit a signed Order Form to Us. The Service is not subject to Acceptance Tests or any Customer Promise Date.
- 7.2 We may activate the Service and start billing You for the Service before any Connectivity is available, any 8x8 Professional Service begins or any Port is complete.
- 7.3 You acknowledge that the Service Start Date(s) may differ for individual elements of the Service and We shall be entitled to commence charging for any element of the Service (or any part of it) from the Service Start Date of such element (or part of it).
- 7.4 Each Subscription will be subject to its own Minimum Period commencing on its respective Service Start Date. You shall keep in place the Service and each Subscription until the expiry of the last Minimum Period. If any Minimum Period is not met You must pay the Cancellation Charges in accordance with our Standard Terms and Conditions. After the expiry of the last Minimum Period the Service (and all Subscriptions) will continue on a month to month basis until You or We terminate the Service by serving one-month's prior notice, or otherwise in accordance with our Standard Terms and Conditions.
- 7.5 Call Charges: You shall pay all Call Charges howsoever they arise as set out in, and as calculated in accordance with the Price Guide. We can increase or make new Call Charges by giving You 30 days' notice in writing. If we give you notice of increased or new charges as set out in this paragraph 7.5, you may end the Agreement in accordance with clause 21.3 of our Standard Terms and Conditions.
- 7.6 We may start invoicing You at any time for the monthly recurring charges (including Rental and Call Charges) from the Service Start Date. Rental charges will be invoiced monthly in advance and Call Charges will be invoiced monthly in arrears.

8. Data Processing

- 8.1 We work with our subcontractor 8x8 to provide You with a right to access the SaaS Service via the 8x8 System. Any Processing of Personal Data (as defined in the 8x8 Data Processing Annex) in connection with or arising from 8x8's provision or management of the SaaS Service is subject to the terms of the 8x8 Data Processing Agreement.

- 8.2 You will hold us harmless against any loss or claim arising out of or in connection with any failure by 8x8 to comply with the 8x8 Data Processing Agreement and You agree that You will submit any claims arising under the 8x8 Data Processing Agreement directly against 8x8.
- 8.3 You acknowledge that if You end the 8x8 Data Processing Agreement We may cancel the Service and You must pay the Cancellation Charge.
- 8.4 To the extent We Process any Personal Data in connection with the Service Level Agreement clause 25 (Data Protection) of the Standard Terms and Conditions will apply.

9. Warranty, Liability and Indemnities

- 9.1 You warrant that all account, and registration information (including without limitation Your legal name, registered number and payment information, Your or Your agents contact information, and any personal data included within such information), is accurate and up to date.
- 9.2 It is Your responsibility in all circumstances to determine the suitability, quality and lawfulness of accessing, viewing or downloading any material from the internet using the Service.
- 9.3 You shall (i) defend Us and 8x8 and our Affiliates (collectively, the "Indemnified Parties") from and against any Indemnified Customer Claim threatened or brought against any Indemnified Party by any third party and (ii) indemnify and hold harmless the Indemnified Parties against any and all losses payable by any of them pursuant to the adjudication or settlement of any such Indemnified Customer Claim or as otherwise incurred.
- 9.4 The intellectual property indemnity under clause 12.5 of our Standard Terms and Conditions) applies to the Service to the extent Your use of the Service (as permitted under the Agreement) infringes any patent, trademark, or copyright enforceable under the laws of a Territory or the member states of the European Union, but not otherwise. Where any claim under the indemnity relates to intellectual property owned by or licensed to 8x8 or its affiliates We may give 8x8 authority to defend that element of the claim.

10. Emergency Dialling (excluding Third Party SaaS Services)

- 10.1 Emergency numbers can be accessed, free of charge, if the 8x8 SaaS Service is fully operational and if accessed from within the United Kingdom (or within the Republic of Ireland if X Series X1 Nationwide, X2 Ireland and X0, X0-T, X3 to X8 Subscription for Republic of Ireland are applicable) (the "Service Location").
- 10.2 If You use the 8x8 SaaS Service outside the Service Location You will not be able to call the emergency numbers in such service location, or such calls may be routed to an incorrect answering point.
- 10.3 If there is an outage affecting the 8x8 SaaS Service for any reason (such as electrical outages and broadband service outages) the outage may prevent access to emergency number dialling.
- 10.4 You are responsible for registering Your primary physical location where the 8x8 SaaS Service will be used, and update will notify Us of any changes. If You do not notify Us of changes to the location of where the 8x8 SaaS Service is being provided, it may or may not be possible for emergency operators and authorities to identify the location and phone number when an emergency number is dialled. Extension information may not be provided to emergency services, only location information of the primary location.
- 10.5 If an emergency number is dialled, You or Your users will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The emergency operator may ask for specific information to correctly transfer the call to a local emergency services department such as police, fire brigade, rescue, coastguard, etc.
- 10.6 Emergency operators and authorities may or may not be able to identify the phone number in order to call the caller back if the call is unable to be completed, is dropped or disconnected, or if the caller is unable to speak to tell them the phone number and/or if the 8x8 SaaS Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event the caller hangs up.
- 10.7 You shall inform all users of the 8x8 SaaS Service of the above limitations and shall provide all users with an alternative means of accessing emergency services other than through the 8x8 SaaS Service.
- 10.8 For clarity, the 8x8 Contact Centre Service is an 'over-the-top' call-routing software solution that is integrated with, and is dependent upon, Your underlying telephony system (whether separately provided by Us or a third-party telephony Provider). As such, calls to emergency services cannot be made within the service application and You need to ensure that calls to the emergency services are secured through Your underlying telephony Provider (if not provided by Us).

11. Number Usage & Geographic Number Porting (excluding Third Party SaaS Service)

- 11.1 This paragraph 11 shall only apply where You are provided with a geographic telephone number (including a code) as part of the 8x8 SaaS Service. We (using our subcontractor 8x8) will provide geographic number porting in accordance with applicable law, but You understand that number portability may be unavailable with the 8x8 SaaS Service in certain circumstances (such as no porting agreement between carriers). As such, if You move Your service to or from Us or to or from another provider, You may not be able to keep Your geographic telephone number. Where geographic number portability is available with the 8x8 SaaS Service, We shall take reasonable steps to ensure that the transfer of Your geographic number and subsequent activation is completed within one working day, provided all necessary activation processes and validations have been completed, the network connection is ready for its use and (where You wish to port Your telephone number to Us) Your donor provider has received a request to activate the transfer of the geographic number from Us and agreed a transfer date (the "porting activation requirements").
- 11.2 Where You wish to port Your geographic number(s) from another provider (the "donor provider") to Us, You authorise Us to have the geographic number(s) from the other provider's lines listed in the Order Form routed by Us instead of the other provider and to forward appropriate details of Your porting application for the 8x8 SaaS Service to Us. You will receive advance notification of the change of service from the other operator to Us. Our ability to provide the service is subject to the donor provider porting the geographic numbers.
- 11.3 For the avoidance of doubt and in accordance with applicable law, the one working day time period does not commence from the date the geographic number transfer request is submitted. Unless provided otherwise under applicable law, the one working day time period commences from the agreed date of port and once an agreement to port has been concluded between Us and (where You wish to port Your telephone number to Us) such donor provider following completion of all the porting activation requirements.
- 11.4 Following completion of the porting activation requirements, We (or our subcontractor 8x8) shall send a notification informing You of the date when Your number will be transferred. If having notified You of the date when such number will be transferred there is a subsequent delay in the porting activation requirements, We will notify You of the new date.
- 11.5 Subject to the below, if the number transfer has not completed within one working day after the confirmed transfer date due to our acts or omissions, You shall be entitled to claim compensation from the second working day after the confirmed transfer date up until the number transfer completion date. Any compensation awarded shall be in full and final settlement of any claim in respect of the delay. Compensation is calculated by multiplying the monthly recurring Rental charge relevant to such number by 12, dividing by 365 and multiplying by the number of days delayed until porting is complete. Payment of any compensation shall be by credit against the following invoice.
- 11.6 Unless provided otherwise under applicable law, any change to the date of the number transfer due to the porting activation requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation. We shall also not be liable for any actions or omissions of carriers where such act or omission was not directly caused by Us.
- 11.7 In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to Us. This may result in loss of fax service for a period of up to 15 days.
- 11.8 Where You are provided with a telephone number (including a code) as part of the 8x8 SaaS Service, then that code and number does not belong to You and You may not be able to keep that number or sell, dispose or transfer that number at any time. We will use reasonable endeavours to ensure that You are able to keep Your number during the term of the Agreement, but We reserve the right to change the number on reasonable notice if We determine in good faith that the change is required by or advisable under applicable law or is instructed by the relevant regulator.
- 11.9 Except where the number porting is required due to You terminating the Service or the Agreement due to our default, We may charge a reasonable administration fee per number ported or attempted to be ported if and to the extent permitted by applicable law, and such fee shall be as instructed following receipt of an Order Form.

12. Ending the Agreement

- 12.1 Unless otherwise expressly agreed by Us in writing, You shall not be entitled to terminate the Agreement in relation to part only of the Service(s).

Annex 1

Optional Component Terms

1. Devices / Purchased Equipment

- 1.1 If We agree to provide You with a Device it will be as Purchased Equipment, the description of the Device will be as set out in the Data Sheet, no other descriptions of Purchased Equipment will apply.
- 1.2 We will provide the Device and We will pass through to You the manufacturer's standard warranty. You may return any defective Device covered by the warranty by obtaining a return authorisation number from Us and returning the Device in suitable packaging to an address specified by Us, in which case We shall replace the Device at no charge and pay the reasonable associated shipping costs.
- 1.3 Title in the Device and risk of loss or damage to Device will pass to You upon delivery to the address confirmed on the Order Form.
- 1.4 You will be considered to have accepted a Device on the date You give Us written acceptance of the Device or five (5) days after We have delivered the Device to You, whichever is earlier.
- 1.5 We may invoice You for each Device purchased from Us from the date We ship the Device to You.

2. Extended Payment Plan

- 2.1 You may procure a Device from Us pursuant to an Extended Payment Plan ("EPP") as set out in the Order Form which allows You to equally spread the payment for the Device where EPP applies on a monthly basis over the EPP term set out in the Order Form subject to the following conditions: -
 - 2.1.1 any EPP must be for a period of no less than 24 months or 36 months as applicable and set out in the Order Form and must in all cases be within the Minimum Period set out in the Order Form;
 - 2.1.2 any EPP is only applicable for new orders or add-on orders provided that the Minimum Term for such new order, or the remaining Minimum Term for add-on orders, must in all cases be equivalent or longer than the EPP term set out in the Order Form;
 - 2.1.3 unless otherwise agreed by Us, You may not pay any outstanding balance for the Device under an EPP in advance of the EPP term;
 - 2.1.4 the number of the Device under EPP should be no more than the volume of Your X Series Subscription
- 2.2 We will start invoicing You for each Device purchased from Us under the EPP from the date We ship the Device to You.
- 2.3 If you cancel an Order or the Agreement, sell or otherwise dispose of or grant any lien over any Device under an EPP before all payments for the Device under the EPP has been fulfilled, You will nonetheless be required to pay any outstanding balance for the Devices for the remainder of the EPP term.
- 2.4 Where You procure Device pursuant to the EPP and if you have not paid for the Device in accordance with the EPP as set out in the Order Form, in accordance with clause 9.12 of the of the Standard Terms and Conditions You shall pay interest payments for the Device in respect of the amount of due for the Device under the EPP.
- 2.5 You will be liable for any EPP payments for the duration EPP term as set out in the Order Form regardless of whether a Device is defective after the manufacturer's warranty period expires.

3. 8x8 Professional Service

- 3.1 8x8 Professional Services will be documented in a statement of work together with any additional Special Terms for 8x8 Professional Services.
- 3.2 The statement of work will be the exclusive description of the 8x8 Professional Services, no other descriptions will apply.
- 3.3 We will not be obliged to provide any 8x8 Professional Services until We have counter signed the statement of work, but We may activate and start invoicing You for the Service before We agree any statement of work or complete any 8x8 Professional Services.
- 3.4 You acknowledge that 8x8 (or its subcontractors) provide the 8x8 Professional Services; but We will remain responsible for the acts and omissions of 8x8 except in relation to matters covered by the 8x8 Data Processing Agreement.

- 3.5 The 8x8 Professional Services will be provided in accordance with Good Industry Practice and We will work with 8x8 to ensure the 8x8 Professional Services are complete by the dates agreed in the Statement of Work but You acknowledge these dates are estimates and We will not be liable to You for any delays.
- 3.6 Unless We have agreed to a different invoicing schedule in a statement of work We may invoice You for the 8x8 Professional Services in full from the Start Date.
- 3.7 8x8 Professional Services are provided remotely so Charges for 8x8 Professional Services exclude any travel or related expenses. If 8x8 Professional Services are provided on site We may recover Our travel and related expenses in addition to the Charges.

4. 8x8 Secure Pay

- 4.1 You will be responsible for compliance with all payment card industry standards, including but not limited to the PCI DSS standard.
- 4.2 8x8 Secure Pay is compatible for use with the payment gateway providers listed in the Data Sheet and You acknowledged this list is subject to change.
- 4.3 You will be the merchant (as defined by the PCI Security Standards Council) and will responsible for the legal and operational relationship between You and the payment gateway provider and for compliance with all obligations as they relate to a merchant.
- 4.4 An 8x8 Secure Pay Amazon Web Services (AWS) region provisioning package is required with every instance of the Secure Pay system purchased.

5. Hot and Cold Storage

- 5.1 We make no representation that the Service will comply with any industry standards, codes of practice or regulations imposed on You regarding Call, Meeting and Screen Recording and Stored Content.
- 5.2 You will be responsible for ensuring that the Call, Meeting and Screen Recording is used in compliance with all allocable laws, including but not limited to Data Protection Legislation.
- 5.3 You shall use, and shall procure that all Personnel use the Call, Meeting and Screen Recording and any Hot and Cold Storage in accordance with all applicable laws, in particular You will: (A) inform any person using the Service or contacted by the Service that that Call, Meeting and Screen Recording may be in operation and that the You may create and retain Stored Content, (B) not create or retain Stored Content unless, and then only to the extent Stored Content may be created and stored in accordance with applicable law and not otherwise, (C) only permit individuals to access Stored Content where they have a legal basis to do so and not otherwise.
- 5.4 We will keep Stored Content until the Storage Period expires, but may hold Stored Content for longer if required by applicable law.
- 5.5 Access to Stored Content is not covered by any service level agreement and You will hold Us harmless against any temporary loss of access to Stored Content. In all circumstances We recommend that You make Your own back up of any Stored Content.
- 5.6 All Storage Periods for Stored Content will terminate with the termination or expiry of the Service and You ensure You have downloaded any Stored Content You wish to retain prior to the end of the Service
- 5.7 All Stored Content will be permanently deleted on expiry or termination of the Service.

6. Chargeable Training

- 6.1 If We agree to provide You training as set out in the Data Sheet, all chargeable training must be used within a period of six (6) months from the date of the Order Form, otherwise the training will be forfeited and no credits will be provided.

7. 8x8 Phone App for Microsoft Teams

- 7.1 A Voice for Microsoft Teams license in 8x8 Admin Console user profiles must be enabled for each 8x8 Phone App for Microsoft Teams user and a minimum of one (1) 8x8 Phone App for Microsoft Teams user must be active on the 8x8 Phone App for Microsoft Teams to be enabled. The 8x8 Phone App for MS Teams supports up to a maximum of two simultaneous calls.
- 7.2 The 8x8 Phone App for Microsoft Teams cannot simultaneously be enabled (or utilised) with the Microsoft Phone System (and/or any associated Microsoft call-plan package). You shall ensure that any user of the 8x8 Phone App for Microsoft Teams does not have a Microsoft Phone System licence or call plan enabled at the same time as the 8x8 Phone App for Microsoft Teams.

- 7.3 The 8x8 Phone App for Microsoft Teams provides access to the application only and does not provide a calling plan. An 8x8 Work or 8x8 Contact Centre SaaS service licence must be purchased with each 8x8 Phone App for Microsoft Teams user to enable a calling plan.



8x8 UK VIRTUAL OFFICE AND VIRTUAL CONTACT CENTER USE POLICY

Last Updated: 25th October 2018

I. Definitions. Capitalised terms used and not defined within this document shall have the meanings assigned to them in the document to which this 8x8 UK Virtual Office and Virtual Contact Centre Use Policy (this “**Policy**”) applies (the “**Terms**”).

II. Scope of Customer Responsibility. Customer shall be responsible for ensuring compliance with this Policy, and any breach of this Policy by any Customer-related party identified within this Policy shall constitute and be considered a Customer breach. Without limiting the foregoing, Customer shall be responsible and liable for all accessing and/or use of the Ordered SaaS Services or the 8x8 Platform by or on behalf of it, any Customer Parties, its or their Agents, or other users of Ordered SaaS Services, other than unauthorised activities resulting from the gross negligence or wilful misconduct of 8x8 or its Affiliate or Partner (“**Customer Use**”).

III. Determination of Requirements. Customer shall be solely responsible for determining and familiarising itself with – and seeking its own legal counsel regarding – all foreign, international, national, state, provincial, territorial, municipal, local, or other laws, regulations, codes, ordinances, treaties, conventions, writs, decrees, resolutions, promulgations, or court or administrative orders or rulings (“**Laws**”); contractual obligations; Foreign Requirements; network/wireless carrier requirements; and industry-standard frameworks (such as, in the case of the United States, the Mobile Marketing Association Guidelines in the case of texting) (collectively, “**Requirements**”) that might apply to Customer Use or the use and/or transport of Ordered Equipment, which such Requirements might include without limitation Laws (both domestic and/or foreign) relating to:

- i. the import or export of goods, equipment, technologies, data, or other materials;
- ii. (marketing, solicitation, business practices, or telecommunications or electronic communications (collectively, “**Marketing Laws**”), such Laws may include, without limitation, Applicable Data Protection Law (including as applicable the Data Protection Act 2018, the GDPR, the Data Retention (EC Directive) Regulations 2009, the Privacy and Electronic Communications Regulations 2003 (including the prohibition on making unsolicited or direct marketing calls to any subscriber to the Telephone Preference Service), the Communications Act 2003, the Investigatory Powers Act 2016, the Consumer Protection from Unfair Trading Regulations 2008 and Ofcom’s policy on silent and abandoned calls;
- iii. surveillance; the monitoring or recording of conversations, communications, or other activities; or wiretapping (“**Monitoring Laws**”), which such Laws may require advance notice or consent for such activities and may be implicated by certain uses or features of the SaaS Services, such as Barge-Monitor-Whisper and Quality Management (which allows certain Agents to monitor other Agents’ computer activities).

8x8 shall have no obligation to provide legal advice of any kind to the Customer Parties, and the Customer Parties shall not treat or rely on any statements, communications, or materials of the 8x8 Parties as such.

IV. Use Outside of Primary Market. Because the SaaS Services are nomadic, they are potentially accessible from virtually anywhere in the world, including outside of the Primary Markets. While the Terms do not prohibit Customer Use outside of the Primary Markets, 8x8 makes no representations, warranties, or guarantees regarding the compliance of Customer Use with prohibitions or restrictions imposed by Law, carriers, ISPs, etc. outside of the Primary Markets (“**Foreign Requirements**”), and Customer shall be solely responsible for ensuring compliance with such requirements, regardless of any consent by 8x8 or its Affiliate to such Customer Use.

V. Policy Requirements. Customer agrees, represents, warrants, and covenants the following:



(a) Legal and Other Compliance – All Customer Use, and all use and transport of Ordered Equipment by or on behalf of Customer or its Affiliate in connection with the SaaS Services, shall comply with all applicable Requirements.

(b) Consents, Etc. – Customer has obtained all consents, licenses, rights, authorisations, and/or permits and has provided all disclosures and notices/notifications required (including without limitation under Marketing, Data Protection, or Monitoring Laws) for or in connection with Customer Use or related to Registration Information or any personal data therein.

(c) Do-Not-Call List – To the extent that Customer Use might involve telemarketing, solicitation, or substantial outbound activities, Customer shall maintain and enforce an accurate, comprehensive, and up-to-date internal “do not call” list to prevent contacting parties that do not wish to receive further communications.

(d) No Resale – Ordered SaaS Services shall not be sold/resold, leased/subleased, licensed/sublicensed, or otherwise made available to any other third party (other than an Affiliate of Customer), and all orders under the Agreement and all Customer Use shall be for Customer’s or its Affiliate’s own internal business use.

(e) Documentation – All Customer Use shall be consistent with the applicable Documentation.

(f) Order of Equipment – Customer shall order Ordered Equipment solely for use with Ordered SaaS Services.

(g) No Bribery – Neither the Customer Parties nor any Agent or other user has received or been offered any bribe, kickback, or illegal or improper payment, gift, or thing of value from any 8x8 Party in connection with the Agreement or Ordered Products.

(h) Other Prohibited Uses and Activities – In no event shall Customer Use consist of, involve, promote, or facilitate any:

- i. fraudulent, criminal, defamatory, harassing, unlawful, or tortious conduct or activity;
- ii. transmission of misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- iii. transmission, storage, or distribution of any virus, timebomb, Trojanhorse, worm, malware, spyware, or similar programs, or files, code, or other materials containing any of the foregoing;
- iv. breach, violation, or infringement of any intellectual property, privacy or other right – or misappropriation of the property – of any party;
- v. accessing or use of SaaS Services in or from a United States or United Kingdom embargoed country;
- vi. any conduct or activity that might cause 8x8 or any of its Affiliates or Partners to breach any Law.

(i) Export Control – At no point during the Effective Period or any subsequent period during which Customer, its Affiliates, and/or the Agents or other users continue to have access to Ordered SaaS Services (**the “Access Period”**) will any of the foregoing parties be named on any US government denied-party list.

(j) Reasonable Business Use – Ordered SaaS Services shall be used solely for reasonable business use, which, in the case of “unlimited,” “Editions,” or X Series plans, features, or functionalities, shall be limited to three times (3X) the average monthly usage of the same SaaS Services by all customers 8x8.

(k) Accurate Registration Information – All Registration Information shall be accurate, current, and complete at all times during the Access Period. Customer shall promptly update Registration Information as needed to ensure its accuracy and shall promptly verify any Registration Information upon reasonable request from 8x8.

(l) Use With Supported Devices – All Customer Use (other than via an 8x8 desktop or mobile application) shall be via equipment then-listed as supported by 8x8 at www.8x8.com/CommunicationsSolutions/Equipment (“Supported Devices”) or approved in advance in writing by 8x8 for such Customer Use. Regardless of any such



approval, 8x8 shall have no liability for or obligation to support such Customer Use with/through any equipment that is not a Supported Device.

(m) Security of Ordered Products – Customer shall, during the entire Access Period, (i) implement and maintain reasonable and appropriate measures and safeguards to prevent unauthorised access to and/or use of the Ordered SaaS Services and/or the related account(s); data transmitted, received, or stored therein or therethrough; and any equipment used to access any of the foregoing and (ii) promptly provide notice to 8x8 of any such unauthorised access or use or other breach of any of the foregoing (including without limitation any loss or theft of such equipment) and provide such cooperation as 8x8 might reasonably request to address or prevent any such incident. Without limiting the foregoing, Customer shall (1) instruct, train, and oversee all Agents as necessary to ensure that they (yy) choose robust password combinations, change their passwords regularly, and not disclose their passwords except to authorised 8x8 support agents and (zz) perform a “log off” / exit from such accounts at the end of each session of access thereto and (2) not modify the aforementioned equipment in any manner without 8x8’s prior express written consent.

(n) SaaS Services Updates and Security – Throughout the Access Period, Customer, its Affiliates accessing or using Ordered SaaS Services, and the Agents and other users shall (i) promptly install all upgrades, bug fixes, patches, and other corrections relating to the SaaS Services made available by or on behalf of 8x8 or its Affiliates or Partners and (ii) not take any action or omission that might reasonably be expected to (A) disrupt or compromise the integrity or security of any services, platforms, or networks of 8x8 or its Affiliates or Partners, (B) cause material damage to 8x8, its Affiliates or Partners, or any customer of 8x8, its Affiliates, or any their Partners, or (C) compromise the privacy of any such customer.

(o) Emergency Services and High-Risk Applications – THE ORDERED SaaS SERVICES SHALL NOT – AND CUSTOMER UNDERSTANDS THAT THE SaaS SERVICES ARE NOT INTENDED TO – BE USED FOR, ANY APPLICATION (SUCH AS CARRYING AN ALARM SIGNAL) WHERE FAILURE, INTERRUPTION, OR MALFUNCTION MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE, OR SUBSTANTIAL DAMAGE TO PROPERTY. Customer shall inform Agents and other users and keep them apprised of any limitations of the SaaS Services with respect to contacting emergency services of which 8x8 or its Affiliates or Partners notify Customer.

(p) Prohibited Acts – During the Access Period, neither the Customer Parties nor the Agents or other users shall:

- i. inspect, possess, use, copy, reverse engineer or attempt to discover the source code of any program or other component of the SaaS Services or 8x8 Platform or any source code used to create any such program or other component, except as expressly permitted by applicable law;
- ii. attempt to hack or gain unauthorized access to any network, environment, or system of 8x8, its Affiliates or Partners, or any customer of 8x8, its Affiliates, or their Partners;
- iii. access or use any SaaS Services in order to build a competitive product or for the primary purpose of monitoring its availability, performance, or functionality, or for benchmarking or competitive purposes; or
- iv. trunk or forward any extensions or numbers associated with the SaaS Services to a private branch exchange or key system or to other numbers that can process multiple calls simultaneously.

(q) Oversight of Agents – Customer shall (i) ensure that each 8x8 Virtual Office extension (other than Conference Extensions) and each log-in associated therewith is accessed and used solely by the Agent then-assigned to such extension, (ii) not designate as an Agent any individual over whom Customer lacks sufficient control (contractual or otherwise) to ensure compliance with this Policy or allow any such individual to access or use Ordered SaaS Services, and (iii) during the Access Period, instruct, oversee, and train the Agents, other users, and its workforce and Partners as necessary to ensure Customer’s compliance with this Policy.



Data Protection Agreement (“Agreement”)

References to 8x8 shall be to 8x8 UK Limited incorporated and registered in England under company number 05083841 whose registered office is at Oxford House, Bell Business Park, Aylesbury, Buckinghamshire, HP19 8JR. All references to Customer in this Agreement shall mean for all purposes the entity identified in the signature block below.

This Agreement is made in connection with, but is separate from, the agreement between Customer and Virgin Media Business Limited for the provision of 8x8 Services (“Virgin Media Agreement”) and shall take effect on the date of Customer’s signature below.

This Agreement shall subsist and continue until the Virgin Media Agreement for 8x8 Services expires or is terminated and/or 8x8 no longer processes Customer Personal Data, at which time this Agreement shall automatically terminate.

Data Protection Appendix

The Data Protection Appendix to this Agreement contains the following information about the 8x8 Services: subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and the categories of data subjects and the obligations and rights of the controller. The Data Protection Appendix also includes the security measures that 8x8 has in place to protect Customer Personal Data. To the extent that the Customer has purchased a particular 8x8 Service from Virgin Media, the relevant terms for that 8x8 Service as set out in the Data Protection Appendix shall apply and such terms shall be made a part of this Agreement and incorporated herein by reference. 8x8 may update the Data Protection Appendix from time to time at 8x8’s discretion to reflect: (i) the addition of new 8x8 Services available to the Customer; (ii) the removal of discontinued 8x8 Services; and/or (iii) (provided always that such changes do not have a material adverse effect on the use of the Service), changes to the security measures in Part B of the Data Protection Appendix.

In this Agreement:

Customer Personal Data means that proportion of the Personal Data for which the Customer decides the purposes and means of processing (i.e. is a controller) or processes such Personal Data on behalf of the relevant Controller and which is processed by 8x8 to provide the 8x8 Services in accordance with the Customer’s instructions.

GDPR means the EU General Data Protection Regulation (EU) 2016/679.

8x8 Personal Data means only that proportion of the Personal Data for which 8x8 determines the purposes and means of processing (i.e. is a controller). For the avoidance of doubt, 8x8 Personal Data excludes Customer Personal Data.

Data Protection Legislation means any law relating to the processing, privacy, and use of Personal Data, as applicable to Customer, 8x8 and/or the 8x8 Services, including:

- (a) in member states of the European Union: the GDPR and the EU Directive 2002/58/EC (ePrivacy Directive), and all relevant member state laws or regulations giving effect to or corresponding with any of them; and
- (b) any judicial or administrative interpretation of any of the above, any binding: guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority; and
- (c) without limiting the above provisions, specifically for the United Kingdom the Data Protection Act 2018;



in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time.

Personal Data Breach has the meaning given to it in the Data Protection Legislation

Processor, Processing have the meaning given to them in the Data Protection Legislation

8x8 Privacy Policy means the policy available at <https://www.8x8.com/uk/terms-and-conditions/privacy-policy>

8x8 Services means the SaaS service(s) and any other software or services (including third party software or services) supplied by 8x8 pursuant to the Virgin Media Agreement.

1. Relationship of the parties.

1.1 Except as otherwise set out in this Schedule, the parties agree that:

1.1.1 the Customer is the controller or processor of Customer Personal Data;

1.1.2 8x8 is the controller of 8x8 Personal Data and the sub-processor of Customer Personal Data.

1.2 In processing Personal Data as a controller, the parties shall do so in accordance with Data Protection Legislation. Customer acknowledges and agrees that Customer Personal Data may be disclosed to 8x8 during the course of the 8x8 Service provided to Customer by or on behalf of the Customer, including directly by Customer or Customer's users.

1.3 Customer further agrees that 8x8 shall have no obligations or responsibilities in relation to the processing of Customer Personal Data that it carries out for the purposes of providing the 8x8 Services except as otherwise set out in this Agreement, or as otherwise agreed with 8x8

2. 8x8 as a controller

2.1 Where 8x8 acts as a controller, 8x8 will process 8x8 Personal Data in accordance with Data Protection Legislation. Further information about how 8x8 processes 8x8 Personal Data can be found in the 8x8 Privacy Policy.

2.2 8x8 shall maintain appropriate technical and organisational security measures to protect 8x8 Personal Data against a Personal Data Breach.

2.3 Without prejudice to 8x8's own obligations under as Controller, Customer shall inform its users of, or otherwise direct its users to, the 8x8 Privacy Policy.

2.4 The parties shall not act as joint controllers for the purposes of Article 26 of the GDPR in relation to any processing of Personal Data under this Agreement.

3. 8x8 as a processor

3.1 8x8 shall process Customer Personal Data for the purposes described in this Agreement in order to provide the 8x8 Services and as further set out in the Data Protection Appendix (or as otherwise agreed between the parties in writing) (the "**Permitted Purpose**"). 8x8 shall comply with the obligations that apply to it as a Processor under Data Protection Legislation,

3.2 8x8 shall process Customer Personal Data in accordance with Customer's instructions which Customer acknowledges and agrees are set out in this Agreement.

3.3 International transfers: 8x8 shall not transfer Customer Personal Data outside of the United Kingdom or the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Data Protection Legislation. Such measures may include (without limitation) transferring the Customer Personal Data to a recipient in a country that the United Kingdom or the European Commission has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorisation in accordance with Data Protection Legislation, or to a recipient that has executed standard contractual clauses adopted or approved by the United Kingdom or the European Commission.



- 3.4 Confidentiality of processing: 8x8 shall ensure that any person it authorises to process Customer Personal Data (an "Authorised Person") has committed themselves to keep Customer Personal Data confidential and will comply with 8x8's strict confidentiality procedures.
- 3.5 Security: 8x8 shall implement technical and organisational measures as set out in the Data Protection Appendix to protect Customer Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data (a "Security Incident").
- 3.6 Subcontracting: Customer consents to 8x8 engaging third party subprocessors to process the Customer Personal Data for the Permitted Purpose provided that: (i) 8x8 maintains an up-to-date list of its subprocessors on the 8x8 website, and which it shall update with details of any change in subprocessors at least 10 days' prior to any such change; (ii) 8x8 imposes data protection terms on any subprocessor it appoints that require it to protect Customer Personal Data and which comply with Data Protection Legislation; and (iii) 8x8 remains liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor. Customer may object to 8x8's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, 8x8 will either not appoint or replace the subprocessor or, if this is not possible, Customer may suspend or terminate this Agreement. The Customer acknowledges that any suspension or termination of this Agreement will prevent 8x8 providing the 8x8 Service and may entitle Virgin Media to terminate the Virgin Media Agreement and apply cancellation charges in accordance with the Virgin Media Agreement.
- 3.7 Cooperation and data subjects' rights: 8x8 shall provide reasonable and timely assistance to Customer to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Data Protection Legislation (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Customer Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to 8x8, 8x8 shall promptly inform Customer providing full details of the same.
- 3.8 Data Protection Impact Assessment: If 8x8 believes or becomes aware that its processing of the Customer Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Customer and provide reasonable cooperation to Customer in connection with any data protection impact assessment that may be required under Data Protection Legislation.
- 3.9 Security incidents: If it becomes aware of a confirmed Security Incident, 8x8 shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. 8x8 shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all material developments in connection with the Security Incident. Customer acknowledges that such assistance, information provision and mitigatory remedies or other action taken by 8x8 under this Section 3.9 shall be at Customer's own cost, unless the confirmed Security Incident occurred as a direct result of a breach by 8x8 of its obligations under Section 3.5.
- 3.10 Deletion or return of Data: Upon termination or expiry of this Agreement, 8x8 shall (at Customer's election and at Customer's own cost) destroy or return to Customer all Customer Personal Data in its possession or control relating to such Customer. This requirement shall not apply to the extent that 8x8 is required by applicable law to retain some or all of the Customer Personal Data, or to retain Customer Personal Data it has archived on back-up systems, which Customer Personal Data 8x8 shall securely isolate and protect from any further processing except to the extent required or permitted by such law].
- 3.11 Audit: Customer acknowledges that 8x8 is regularly audited against ISO 27001, ISO 9001 and Cyber Essentials standards by independent third party auditors. Upon Customer's reasonable request, and subject to entering an appropriate non-disclosure agreement, 8x8 shall supply a summary copy of its audit report(s) to Customer.



3.12 *Liability – data subject claim:* Customer acknowledges that 8x8 relies on it for data processing instructions as to the extent to which 8x8 is entitled to use and process Customer Personal Data. Consequently, 8x8 will only be liable for any claim brought by a data subject arising from:

- 3.12.1 Any failure by 8x8 to comply with any obligation that applies to 8x8 under Section 3.5; or
- 3.12.2 8x8 having acted outside or contrary to lawful instructions provided by Customer (which may be provided by Virgin Media pursuant to the Virgin Media Agreement) under this Agreement or the relevant regulator to 8x8;
- 3.12.3 breach of relevant Data Protection Legislation.

3.13 *Liability - generally:*

- 3.13.1 Subject to Clause 3.13.3, 8x8 shall not be liable for any loss of revenue, business, contracts, anticipated savings, data (other than for a breach of Clause 3.5) or loss of any direct or indirect profits, or any indirect, special or consequential loss howsoever arising;
- 3.13.2 Subject to Clause 3.13.3, the maximum liability of 8x8 and its Affiliates to any and all persons for breach by 8x8 of its obligations set out within this Agreement shall in no case exceed 100% of the total amount of subscription fees paid or payable to Virgin Media by Customer for 8x8 Services during the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation shall apply on a cumulative basis per twelve-month period (rather than per incident).
- 3.13.3 Nothing in this Agreement shall exclude or restrict liability for:
 - a) death or personal injury resulting from negligence;
 - b) for fraud;
 - c) for wilful misconduct; or
 - d) any other liability that cannot be excluded or restricted by applicable law.

3.14 *Processing – third party services.* Where Customer uses or has otherwise requested that third-party services are made available as part of the 8x8 Services, Customer agrees that any processing of Personal Data that relates to third party services shall be carried out by the third-party directly and that 8x8 shall have no liability or responsibilities in relation to such processing.

4. General:

- 4.1.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 4.1.2 If any provision of the Agreement is deemed illegal, invalid, or unenforceable, in whole or in part, under applicable law, the Agreement shall be deemed amended as and to the extent necessary to render its terms valid, enforceable under applicable law, and, to the greatest extent possible, consistent with the parties' original intent.
- 4.1.3 If any changes are required to this Agreement due to a change in Data Protection Legislation, either party may provide written notice to the other setting out such change. The parties shall discuss and agree in good faith such necessary variation.



For and on behalf of 8x8 UK Limited	For and on behalf of: (Customer)
	
Jamie Snaddon	Name:
VP: General Counsel and Managing Director, EMEA	Title:
	Date:



DATA PROTECTION APPENDIX

Part A

The following terms shall apply to the processing activities that 8x8 carries out as a processor to the extent a Customer has purchased each 8x8 Service through Virgin Media.

Part A(i) – Processing details - X Series

	8x8 Work*	8x8 Virtual Contact Centre*
<i>Subject-matter</i>	8x8 provides voice over IP cloud services, enabling Customer (and its customers' agents and other end users) to: (a) communicate across a range of digital devices, and (b) make phone calls, join video conferences, send text messages, manage voicemails, and access their corporate directory.	8x8 provides a cloud-based contact centre service, enabling Customer (and its customers' agents and other end users) to: (a) set up and operate their contact centres from a range of digital devices, (b) manage call routing and campaigns, and (c) run analytics reports to monitor the customer's traffic and agent performance.
<i>Duration of processing</i>	Term of the Virgin Media Agreement, commencing from the date such 8x8 Service is provisioned	
<i>Nature/purpose of processing</i>	Provision of the relevant 8x8 Services, as set out in the Order. users and other end users may transmit, receive, and/or store through such 8x8 Services audio, textual, visual, and video content in the form of voice calls, video calls, voicemails, voice recording, internet facsimiles, text and other messages, video meetings, and device screen shares or captures. They may also record and/or store (and, in the case of 8x8 Virtual Contact Centre, upload) within such 8x8 Service information (such as profiles for individual contacts or notes regarding a call or support case or ticket) regarding the third parties with or about whom they communicate through such 8x8 Services. Customer can also decide whether to integrate additional third-party tools into such 8x8 Services (such as CRM or email tools) to provide an integrated user experience. Depending on the 8x8 Service purchased, 8x8 may also provide real time analytics reporting, so Customer can monitor the performance of their call centres.	
<i>Type of Personal Data</i>	Name, contact details, and job-related Personal Data (such as work title and email address); Personal Data regarding calling and other communications activity and preferences and usages of such 8x8 Services; IP addresses; (in the case of 8x8 Virtual	



	Contact Centre, web browsing and online searching activity and accessing of the Services); or accessing and/or consumption of content such as videos, emails, written materials, and product demonstrations; any Personal Data voluntarily disclosed by the user or third party with whom users and other end users communicate
Categories of data subjects	Users and other end users of such 8x8 Services; those with whom such users and other end users communicate, record, or store information through such 8x8 Services.
Obligations/rights of controller	As set out in the body of this Agreement

* Includes the relevant service (and all relevant X Series Add Ons) whether ordered/provided as a stand-alone service or as included in a product bundle that includes other services (such as X8).

Part A(ii) – Processing Details – 8x8 SecurePay Services

The following terms shall apply to the processing activities of 8x8's subprocessor in relation to the 8x8 SecurePay Services.

SecurePay Services	
Subject-matter	The 8x8 SecurePay Services are a secure data capture (collection) and transmission service for the purposes of capturing credit, debit, and bank account numbers and sending these numbers onto verified secure payment processors in accordance with PCI DSS. The 8x8 SecurePay Services do not store Customer Personal Data.
Duration of processing	Term of the Virgin Media Agreement, commencing from the date such 8x8 SecurePay Service is provisioned
Nature/purpose of processing	The Customer provides Personal Data about its customers using a secure API connection from the Customer to the 8x8 SecurePay Services for the sole purpose of the enabling the 8x8 SecurePay Services to securely transmit cardholder data to the relevant payment service provider. The following processing operations occur during the provision of the 8x8 SecurePay Services: receiving, accessing, collecting, retrieving, using, disclosing, transmitting, disseminating, making available, aligning, combining, erasing and destroying Personal Data.
Type of Personal Data	Personal Data regarding the Customer's customers that is processed using the PCI Pal Services is limited to the following: title of data subject



	• first and last name of data subject • address of data subject • email address of data subject In terms of the payment card data processed (but not stored) by the 8x8 SecurePay Services this will be limited to the following cardholder data: • payment card number; • payment card expiry date; and • payment card cvv (or security) reference. Telephone numbers are stored as telemetry data of telephone systems in the 8x8 SecurePay Services, but does not identify a data subject by itself.
Categories of data subjects	The Customer's customers.
Obligations/rights of controller	As set out in the body of this Agreement.

Part A(iii) – Processing Details – Work Force Management (WFM) Services

The following terms shall apply to the processing activities of 8x8's subprocessor in relation to the WFM Services:

WFM Services	
Subject-matter	The WFM Service is a work force management tool for contact centres.
Duration of processing	Term of the Virgin Media Agreement, commencing from the date such WFM Service is provisioned
Nature/purpose of processing	The WFM Services offer flexibility as to what type of Personal Data Customer can store, collect, use and process in the WFM Services.
Type of Personal Data	• Employee identification or another identifier • First and last name • Title, Position, and organisational belonging • Competence • Data related to scheduling and reporting • Contact information (company, email, phone, physical business address)
Categories of data subjects	Customer's employees or agents



<i>Obligations/rights of controller</i>	As set out in the body of this Agreement.
--	---

Part B

The following terms shall apply to any Customer Personal Data that 8x8 processes to provide 8x8 Services.

Administrative, physical, and technical safeguards implemented in accordance with 8x8's existing data security program, which includes:

- i. limiting access to information on 8x8's information system media to authorized users;
- ii. limiting physical access to 8x8's information systems and related equipment to authorized individuals;
- iii. regular assessments of information security risks to 8x8's information systems and associated information processing activities and of the effectiveness of information security controls in 8x8's information systems;
- iv. training of 8x8's managers and users of 8x8's information systems regarding the information security risks associated with their activities and applicable laws and policies; and
- v. imposition of formal sanctions for 8x8 personnel failing to comply with 8x8's information security policies and procedures.

Service Level Agreement

Cloud Communications from 8x8

How we'll look after You

Thank You for Your business. We'll never take it for granted. That's why we've put together this service level agreement (**SLA**). The SLA describes the service You can expect to receive when You purchase an 8x8 SaaS Service from the Cloud Communications range. This **SLA** forms part of the agreement between You and Us for the 8x8 SaaS Services.

If we're providing You with connectivity to access the 8x8 SaaS Service, or an Inbound Customer Contact Solution to route calls to the 8x8 SaaS Services, those services will be covered by their own separate agreements and their respective service level agreements.

Platform availability

We pride ourselves on delivering high availability service and keeping the **services** up and running so that You can continue with what You need to do.

Table 1 below sets out our target platform availability service level.

Table 1

8x8 SaaS Service	Target Platform Availability
8x8 Work	99.99%
8x8 Contact Centre	99.95%
8x8 Intelligent IVR	99.95%
8x8 Workforce Management	99.5%
8x8 Secure Pay	99.999%

We will measure the actual platform availability we achieve using the calculation below:

$$\frac{24\text{hrs} \times \text{days a month} - \text{outage time hrs}}{24\text{hrs} \times \text{days in a month}} \times 100\%$$

So You are aware the target platform availability service level does not measure the availability of the service at each of Your office locations or user locations as this is dependent on the availability of Your connectivity service (fixed or mobile) to those sites or users.

The 8x8 Secure Pay service platform availability measure includes telephony routing from 8x8 through to the 8x8 Secure Pay service, agent login portal, payment interface availability and connection to the payment service provider.

Where You believe we have not met the platform availability, We will send You a service level report (on request) to confirm the actual platform availability we achieved in the preceding month. Our records and data will be the basis for all calculations and determinations under or relating to the service level.

Your remedies

If the service level report confirms that we've missed our **target platform availability service level** You may claim a service credit based on a % of Your monthly **rental charge** for the affected service for that month, as shown in Table 2 below.

Table 2

Service	Actual Platform Availability	Service Credit as % of Rental Charge
8x8 Work	<99.98%	10%
8x8 Work	<98.99%	30%
8x8 Contact Centre and Intelligent IVR	<99.94%	10%

Service Level Agreement

Table 2 Continued

Service	Actual Platform Availability	Service Credit as % of Rental Charge
8x8 Contact Centre and Intelligent IVR	<98.95%	30%
8x8 Workforce Management	<99.5% to 99.0%	5%
8x8 Workforce Management	<99.0% to 98.0%	10%
8x8 Workforce Management	<98.0% to 95.0%	25%
8x8 Workforce Management	<95.0% to 90.0%	50%
8x8 Workforce Management	<90.0% to 80.0%	75%
8x8 Workforce Management	<80.0%	100%
8x8 Secure Pay	Up to 20.0% of call failures in a month	10%
8x8 Secure Pay	>20.0% of call failures in a month	25%

In the event our service level reports confirms that we've failed to meet the target **platform availability service level** three (3) or more calendar months in any period of six (6) or fewer consecutive calendar months, You may terminate the affected service on immediate written notice.

Claiming service credits and Our liability to You

You must claim any service credits in writing via Your Virgin Media Business Account Manager and within the time frames below. In Table 3, days are measured from the date the service level report is issued.

Table 3

Service	Days
8x8 Work or 8x8 Contact Centre	60 Days
8x8 Workforce Management & 8x8 Secure Pay	7 Days

If you are entitled to terminate a service, You will be deemed to have waived the right to terminate the affected service if You have not exercised Your right to terminate the affected service within thirty (30) days following the end of the calendar month during which such termination right arose.

You agree that **service credit remedy and termination remedy** described above shall be Your sole and exclusive remedy for our failure to meet the target platform availability service level or any outages, downtime or interruptions with respect to the service.

Reporting incidents

You must appoint a competent and trained authorised individual who will be responsible for reporting incidents to Us. If You change Your authorised individual, You must notify Us in writing. We recommend You have no more than 2 authorised individuals at any time.

If You experience an **incident** with Your service Your authorised individual can report the **incident** to our Technical Support Centre on **0800 052 0800** (followed by Your PIN, if supplied).

Our Technical Support Centre can be contacted 24/7, 365 days of the year.

When You report an **incident** You must:

- Provide Us with valid service identifiers such as site name, address or affected telephone numbers;
- Provide complete and accurate information relating to the nature and scope of the incident experienced, together with any initial diagnostic information You have collected;
- Comply with any **incident** reporting format as advised by Us from time to time;

Service Level Agreement

- d) Check that equipment is cabled and powered correctly, including phones and routers.

Each **incident** reported to Us will be recorded on Our incident management system which will generate a ticket with a unique reference number, We will use the ticket to monitor the progress of each incident.

We seek to resolve each incident reported to Us as soon as practicable, but do not commit to resolve all incidents or to any resolution time. Where appropriate we may recommend a work around.

To ensure our response is appropriate to the priority of the incident You report we will assign a priority to each incident ticket using the categories in Table 4.

Table 4

8x8 Work & 8x8 Contact Centre Priority	Description
Priority 1 Incident	Single or Multiple sites are unable to make or receive calls - Business Critical impact - no workaround available.
Priority 2 Incident	Single end point or site affected, causing a reduced level of service. Major business impact and a workaround may be available
Priority 3 Incident	Single end point or site affected causing minimal impact. Workaround is available and a replacement end point is ordered
Priority 4 Incident	Means non-service impacting components including informational questions.

Depending on the priority We assign to Your incident ticket We seek to respond and keep You updated in line with the target frequencies set out in Table 5 below.

Table 5

8x8 Work & 8x8 Contact Centre Incident Category	Target Response Time	Target Update Time
P1 Incident	30 Minutes	2 Hours
P2 Incident	30 Minutes	Daily
P3 and P4 Incident	30 Minutes	Daily

8x8 Intelligent IVR is included in the Table 5 response and update time targets.

In addition, where it is appropriate to do so We will escalate incident tickets using the escalation routes in Table 6 below.

Table 6

Internal Escalation	Escalation Level
Team Manager	Level 1
Incident Centre Manager	Level 2
Head of Business Assure	Level 3

In addition to the 8x8 Work and 8x8 Contact Centre target response service levels, there are target response and fix time service levels for 8x8 Workforce Management and 8x8 Secure Pay set out in Table 7 and Table 8 below.

Table 7

8x8 Workforce Management Fault Category	Target Response Time	Target Fix Time Within Working Hours and Days
P1 Fault	30 Minutes	17 Working Hours
P2 Fault	30 Minutes	5 Working Days
P3 Fault	30 Minutes	60 Working Days
P4 Fault	30 Minutes	No Commitment

Service Level Agreement

Table 8

8x8 Secure Pay Fault Category	Target Response Time	Target Fix Time Within Working Days
P1 Fault	30 Minutes	5 Hours
P2 Fault	30 Minutes	9 Hours
P3 Fault	30 Minutes	97 Hours
P4 Fault	30 Minutes	No Commitment

Managing change

In the event You have a requirement to change the service, where You cannot do so Yourself through the administrator portal, You must submit an order to cover the change You require. Our special terms will apply to each order You place.

Where the change does not require a professional service we seek to implement the change as soon as practicable. If the change requires a professional service You must agree a statement of work with us and we will confirm the estimated completion times in that document.

Implementation Plus orders will require You to agree an Implementation Plus statement of work with us. Implementation Plus change requests will need to be reviewed and approved by Us, with approval at Our discretion.

As a guide Table 9 describes the target lead times to implement a change. Changes will be processed on a Working Day:

Table 9

Service Change Request	Target Completion Time
New Orders	Variable
Implementation Plus Orders	Variable
Emergency & time critical requests	< 48 Hours
Standard Change Requests	10 Working Days
Additional Subscription (s)	15 Working Days

Additional Equipment	7 Working Days
Geographic Number Porting (Single Line)	15 Working Days
Geographic Number Porting (Multiple Lines)	Up to 55 Working Days

The criteria for new service and service change requests are as set out in Table 10 below.

Table 10

Service Change Request	Criteria for Target Completion Time
New Orders	We will contact You upon receipt of a confirmed order and will agree indicative delivery timescales.
Implementation Plus New Orders	We will contact You upon receipt of a confirmed order and will agree indicative delivery timescales.
Implementation Plus Change Requests	We will agree indicative delivery timeframes upon Our approval of the Change Request and Your Order Form approval.
Emergency & time critical requests	From receipt of full data, ensuring request is marked URGENT or EMERGENCY. With explanation of the urgency of the request.
Standard Change Requests	From receipt of full data.
Additional Seat Licences	From receipt of completed order.
Additional Handsets	From receipt of completed order.
Geographic Number Porting (Single Line)	From receipt of completed Letter of Authority.
Geographic Number Porting (Multiple Lines)	From receipt of completed Letter of Authority.

Definitions of terms used

Except as otherwise defined in this **SLA** or unless the context otherwise requires, all defined terms in this **SLA** shall have the same meanings as in the agreement.

Service Level Agreement

8x8 Work means the 8x8 X0, X0-T, X1-Nationwide, X2, X3 and X4 Software as a Service (SaaS) series services.

8x8 Contact Centre means the 8x8 X6, X6 Bundled, X7, X7 Bundled, X8 and X8 Bundled and 8x8 Engage, 8x8 Engage Bundled Software as a Service (SaaS) series services.

Implementation Plus means 8x8 Work Implementation Plus Bronze, Silver and Gold pre-configured service set up packages for 8x8 Work X1 to X4 Series Services. The Implementation Plus Statement of Work conditions need to be met for an Implementation Plus order to be accepted.

Working day means UK 09:00 am to 17:30 pm Monday to Friday excluding bank and public holidays.

excused outage means any **incident** caused by:

- (a) Your internet connection, connectivity between customer locations and the 8x8 or 8x8 third party platforms, network, system, hardware or equipment, or any part of it; or
- (b) over subscription of bandwidth or congestion on Your IP network that is not caused by Us; or
- (c) Your failure to ensure that sufficient bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by applications; or
- (d) Your acts or omissions; or
- (e) Your failure to comply with the **use policy**, documentation **or the agreement**; or
- (f) Your failure or delay in complying with Our reasonable instructions; or
- (g) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any **incident**; or
- (h) a force majeure event (or event beyond our reasonable control) as set out in the Agreement; or
- (i) an act or omission of any third party which is beyond Our reasonable control; or
- (j) a third party software application; or
- (k) any planned outage; or
- (l) any emergency maintenance; or
- (m) third party payment service providers for 8x8 Secure Pay; or
- (n) telephony routing between the telephony solution and the Secure Pay platform; or

- (o) 8x8 Secure Pay reporting platform.

incident means a **p1 incident**, **p2 incident**, **p3 incident** or **p4 incident** which has been reported to Us in accordance with standard incident reporting procedures (see 'reporting a incident') or logged by Us on Our incident management system.

outage time means the complete unavailability, of substantially all of the services, except where an Exclusion applies.

planned outage means any **service** downtime:

- (a) scheduled by Us to carry out any preventative maintenance or upgrades to the **service**; or
- (b) caused by any changes to the **service** You request or authorise.

service means the **8x8 SaaS service** that We provide to You as set out in the agreement.

service credit is the amount We credit or pay to You for failing to meet the target platform availability **service levels** as set out in this **sla**.

target response time is when the fault ticket is logged by Virgin Media Business and when the initial triage questions have been asked relating to any underlay connectivity solutions, the 8x8 Work applications, 8x8 Contact Centre applications and any other 8x8 add-on or third-party applications.

For the avoidance of doubt, **You** and **Your** shall include Your employees, subcontractors and agents.

Exclusions

Platform Availability

Unavailability of the service as a result of any of the following events shall not count as outage time:

- (a) an **excused outage**; or
- (b) a **planned outage**; or
- (c) Emergency maintenance.

8x8 Phone App for Microsoft Teams

There is no availability SLA and no service credits for the 8x8 Phone App for Microsoft Teams.

Service Level Agreement

General

This **SLA** does not apply to non-standard solutions or customised services unless expressly agreed in writing as a change to this SLA.

If, on further inspection, no **incident** can be found with the **service** or the **incident** is an **excused outage**, We may charge You for costs incurred by Us.

Platform planned outage

Except in an emergency or in circumstances beyond Our control, We will endeavour to give You as much notice as We are able to give (but in any event not less than **48 hours** of any **planned**

outage which will affect the availability of the **service by less than 1 hour and 72 hours for more than 1 hour**. Such notice will include:

- (a) a brief description of the **planned outage**;
- (b) date and time of the **planned outage**; and
- (c) estimated duration of the **planned outage**.

Such notice will be given by way of letter or via email to the registered admin user(s) registered on the 8x8 tenant. However, in the case of an emergency, We may give You a shorter notice by way of a telephone call.

Thank You

Registered Office:

Virgin Media Business
500 Brook Drive
Reading
RG2 6UU

T: 0800 052 0800

Registered in England and Wales No. 01785381



BUSINESS

Professional Services

Version 4

About the way we'll work together

You probably like to know exactly where you stand when you do business with someone. We're the same. That's why we've put together this document to let you know how we'll work with you. These Professional Services standard terms and conditions and the special terms referred to on your order form, and the service level agreement referred to in this document, all apply to the equipment and services we provide to you.

We've set all the legal stuff out in black and white, and we've done our very best to be fair and clear as well. If there's anything you'd like to check through, please phone our Customer Services team on 0800 052 0800.

1. Definitions and interpreting this document

1.1 This document contains the **standard terms and conditions** for the **agreement** between:

- 1.1.1 you, the Buyer named on the **order form**; and
- 1.1.2 us, the Supplier;

for the **professional services** you buy from us, as set out in the **statement of work**.

1.2 The **agreement** between you and us is made up of:

- 1.2.1 the standard terms and conditions;
- 1.2.2 service literature
- 1.2.3 the statement of work and;
- 1.2.4 the order form.

1.3 Where the following words are printed in bold in the **agreement**, they have the meanings set out below.

agreement has the meaning set out in clause 1.2.

cancellation charges means the **charges** that apply if an **order** is cancelled or the **agreement** ends, as set out in clauses 8.12 and 8.13.

charges means our charges from time to time (including **cancellation charges** for the **professional services**), which may

be calculated on a **time and material charges basis**.

customer delivery date means the date the **deliverables** are delivered to you.

customer dependencies means any customer dependencies detailed in the **statement of work**.

data controller has the meaning set out in the GDPR.

data processor has the meaning set out in the GDPR.

data protection directive means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995.

data protection legislation means any applicable law relating to the processing, privacy and use of **personal data**, as applicable to the **data controller**, the **data processor** or the **professional services**, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing the **data protection directive** or the **e-Privacy directive** and the **GDPR**.

data subject means any information relating to an identified or identifiable natural person.

deliverables means the deliverables as set out in the **statement of work**.

e-Privacy directive means the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002.

Standard terms and conditions

GDPR means the regulation (EU) 2016/679 of the European Parliament and of the Council of 12 July 2002.

group company means, for the purposes of this **agreement**, a group undertaking (as that term is defined in sections 1161 and 1162 of the Companies Act 2006).

intellectual property rights means any rights and interest in patents, trademarks, service marks, trade and business names, rights in design, copyright, database rights, know-how and any other similar right (whether existing or applied for, or there is a right to apply to be registered) and any similar rights to those rights under any other jurisdiction.

law means any relevant law, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to us or you in any jurisdiction.

materials means any material, in whatever form, including **service literature**, the **statement of work**, processes, reports, manuals, drawings, information and instructions.

milestone means an event or task as set out in the **statement of work** which, when completed, may result in the payment of the relevant **milestone payment**.

milestone payment means a payment of **charges** that is payable on the completion of a **milestone** as set out in the **statement of work**.

model contract clauses means the standard clauses approved by the European Union for use when **personal data** is transferred outside of the European Economic Area.

order means an order you have placed and we have accepted in line with clause 3.

order form means our order form.

our website means www.virginmediabusiness.co.uk or any other web address we tell you about from time to time.

personal data has the meaning set out in the **data protection legislation**.

processing has the meaning set out in the **data protection legislation** and

process, processes and **processed** shall be construed accordingly.

professional services means the services, including **deliverables**, supplied by us to you, as set out in the **statement of work**..

schedule payment means payment that is payable in **accordance with a time based schedule as set out in the statement of work**.

service literature means any up-to-date data sheet, service description, specifications, brochure, user guide, instructions or other information that we publish in connection with the **professional services**.

site means any site where we provide the **professional service** to you.

standard terms and conditions means the terms and conditions set out in the main body of this document.

statement of work means the document which describes the **professional services**.

time and material charges means **regular charges that are derived from daily fees for professional services that attracts one or more schedule payments**.

working day means 9am to 5.30pm Monday to Friday, except bank holidays and public holidays in the relevant part of the United Kingdom.

1.4 In the **agreement**, any reference to:

- 1.4.1 person includes any person, partnership, firm, company, business, government, organisation, government agency, trust, association;
- 1.4.2 you includes your employees and agents, any person who takes over your business, and any person who we reasonably believe is acting for you; and
- 1.4.3 we includes our employees and agents, any person acting for us, and any person who takes over our business.

1.5 In the **agreement** general words introduced or followed by other, including or in particular do not have a restrictive

Standard terms and conditions

meaning because examples are also used.

- 1.6 The headings of clauses and paragraphs are for convenience only and do not affect their meaning.
- 1.7 Where in the **agreement** you agree not to do something, you must not allow any other person to do it either. You must use your reasonable efforts to prevent any other person doing it.
- 1.8 If there are any inconsistencies between the documents making up the **agreement**, unless the **agreement** states otherwise, the documents will take priority in the following order.
 - 1.8.1 The statement of work
 - 1.8.2 These standard terms and conditions
 - 1.8.3 The order form
 - 1.8.4 The service literature.

2. Scope of the agreement

- 2.1 The terms of the **agreement** apply to your **order** for, and our supply of, the **professional services**.

3. Ordering the professional services

- 3.1 You must provide us with as much information as we reasonably request in order to prepare a **statement of work**. Following receipt of the required information, we will, as soon as reasonably practicable, provide you with a **statement of work**.
- 3.2 To order the **professional services** based on the **statement of work** you must fill in our **order form**.
- 3.3 We may charge for the preparation of the **statement of work** on a **time and materials** basis in accordance with our standard daily fee.
- 3.4 If we provide any **professional services** without receiving an acceptable **order form** from you, we will provide the **professional services** in line with the **statement of work** and the terms of the **agreement**.

- 3.5 No terms and conditions set out in any customer documentation will be incorporated into the **agreement**.

- 3.6 Unless an **order** is for a change to the **agreement** under clause 19, the **agreement** will come into force when:

- 3.6.1 you and we have both signed the order form; or
- 3.6.2 we have sent you an email accepting an order form you have signed and sent to us; or
- 3.6.3 we start to provide the professional services;

whichever is earlier.

- 3.7 You can cancel all or part of the **order** or end the **agreement** at any time by giving us written notice. If you do this, you must pay us any **cancellation charges** that apply (see clause 8.13).

4. Providing the professional services

- 4.1 Once the **agreement** has come into force in accordance with clause 3.6, no amendment shall be made to it other than in accordance with clause 18.

- 4.2 We will only provide the **professional services** if:

- 4.2.1 the **agreement** has come into force in accordance with clause 3.6;
- 4.2.2 we are satisfied with your credit status, based on the credit checks we carry out (see clause 8.5);
- 4.2.3 we are satisfied with the identity checks we carry out (see clause 17.6); and
- 4.2.4 we have the access we need to the **site** (see clause 7).

- 4.3 If we ever reasonably believe that you are not meeting the requirements of clauses 4.2.2 to and including 4.2.4, we may immediately cancel an **order** or end the **agreement** (or any part of it) by giving you written notice. We will not be liable for any consequences of doing this. Unless you have broken clause 4.2.4 you will not have to pay **cancellation charges** if we cancel an **order** or end the **agreement** under this clause 4.3.

Standard terms and conditions

4.4 If the performance of any of our obligations under this **agreement** is delayed by your acts or omissions or your failure to perform any relevant obligations, including fulfilling any **customer dependencies**, we may suspend performance of the **professional services** until you remedy the cause of the delay and/or cancel the **order** and/or end the **agreement** without any liability to you,.

4.5 Any **milestone** date(s) and/or estimated **customer delivery date(s)** are not binding on us. We are not liable to you if we do not meet any of those dates.

4.6 If on any agreed date you do not allow us to carry out work, we may charge you a call-out fee together with any reasonable costs arising as a result of your failure, including but not limited to, costs incurred from our subcontractor and/or third party.

4.7 We will provide the **professional services** with reasonable skill and care.

5. Accepting the professional services

5.1 You will be considered to have accepted the **professional services** when we deliver the **deliverables**.

6. Preparations for the professional services

6.1 You are entirely responsible for the security of access to your information technology systems, the integrity of information stored on those systems, and security from corruption, change and abuse of your systems and information.

7. Access to the site

7.1 Where the **statement of work** specifies that we require access to a **site** to provide professional services;

7.1.1 You agree to give us access to the site, after we have given you reasonable notice, so that we can meet our obligations under the agreement. If any person who appears to have authority gives us access to the site, we will consider that person to

have your authority to give us access.

7.1.2 You and we agree to follow all reasonable instructions we or you give to the other while on the site.

7.1.3 You must provide a safe and suitable working environment for us at the site. You must also make sure that the proper environmental conditions and an appropriate power supply are maintained at the site so that we can provide the professional services.

7.1.4 If you find out that our access to the site will be limited you must tell us as soon as possible. We will not be liable for any delay in providing, or failure to provide, some or all of the professional services if the delay or failure is caused by us having limited access or no access to the site.

7.1.5 We will cause as little damage as reasonably possible and will make good any damage that we cause at the site. We will take reasonable care to make sure we do not unreasonably interfere with your business at the site.

8. Paying for the professional services

8.1 All payments you owe us under the **agreement** must be paid in full without you deducting or withholding any amount or setting any restriction or condition.

8.2 You must pay our **charges** by the method of payment set out in the relevant invoice. If you make a payment by a different method, we may refuse to accept it or charge an extra administration fee.

8.3 Unless we have agreed otherwise with you in writing, we (or our **group company** acting on our behalf) will invoice you for:

8.3.1 any milestone payment on or after the completion of the milestone; and/ or



BUSINESS

Standard terms and conditions

- 8.3.2 any schedule payment that becomes due.
- 8.4 Unless we have agreed otherwise in writing, you must pay us (or the group company appointed for this) all charges within 30 days of the date of the relevant invoice.
- 8.5 We may carry out credit checks on you. We accept no liability for the accuracy of information we receive from credit reference agencies. If, at any time before or during the term of the **agreement**, you do not meet the standard of creditworthiness we consider to be acceptable, in addition to our rights under clause 4.3, we also have the right to:
- 8.5.1 require you to pay regular instalments towards future **charges**; and
- 8.5.2 apply any other restrictions we consider appropriate.
- 8.6 If you do not make a payment when it is due, we may, without affecting our other rights and remedies, charge you:
- 8.6.1 a late-payment administration fee; and
- 8.6.2 interest, charged at 4% above Barclays Bank plc.'s base rate for lending, on the overdue amount from the date the payment became due until the date it is paid. Interest will continue to build up even after an **order** (or part of it) is cancelled, or after the **agreement** ends, but not after the overdue amount is paid.
- 8.7 You must pay us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until you have paid us all overdue amounts you owe us, even if an **order** (or part of it) is cancelled, or the **agreement** ends, but not after the overdue amount is paid.
- 8.8 All **charges** set out in the **agreement** do not include VAT or any other tax that applies. You must pay any such taxes we include in our invoice.
- 8.9 If you ask us to, or make us, delay the planned **customer delivery date**, or if that date is delayed because you have failed to meet your obligations under the **agreement**, including where you have failed to fulfil the **customer dependencies**, you must pay any **charges** that depended on the delayed date no later than the original planned **customer delivery date**.
- 8.10 If at any time you ask us to carry out any work at a time which is not entirely during a **working day**, you must pay our **charges** based on our standard hourly rate that applies for the time of day the work is carried out, as communicated to you.
- 8.11 We may issue either a single invoice or several invoices for the total of the **charges** due under the **agreement**.
- 8.12 If you pay the **charges** by direct debit we may alter your direct debit instruction to reflect the **charges** for the **professional services** at that time. When the **agreement** ends, you are responsible for cancelling any direct debit instruction or other payment arrangement. If you cancel any direct debit instructions in any circumstance other than when the **agreement** ends, you must tell us immediately. If you cancel any direct debit instructions without telling us we may suspend the **professional services** or end the **agreement** by giving you written notice.
- 8.13 If you have to pay **cancellation charges** under clause 4.3 for cancelling all or part of an **order**, or ending the **agreement** before the **customer delivery date** they will be equal the total of the following.
- 8.13.1 All unpaid charges due at the date the order is cancelled or the agreement ends.
- 8.13.2 Any and all charges for the professional services we have already provided.
- 8.13.3 Any other cancellation or termination **charges** referred to in the **statement of work**.
- 8.13.4 Any charges we have incurred from our subcontractor and/or third party in relation to the **professional services**.
- 8.14 If you ask us to carry out billing administration work (including changing how and when we invoice you and providing extra invoice details, reports or copies of bills) and we agree to your



Standard terms and conditions

request, you must pay our **charges** for the work, as specified by us.

- 8.15 If, as part of the **professional services**, we provide you with an electronic invoice, we may charge you for providing a paper invoice.

9. Intellectual property rights

- 9.1 If, as a result of any **professional services** we provide to you, we or any of our employees or agents create any **materials**, we will own all legal and beneficial rights to them. This includes **intellectual property rights**. If we provide **materials** to help you receive the **professional services** or use the **deliverables**, we grant you a non-exclusive licence to use the **materials** for that purpose only. You cannot transfer the licence.

- 9.2 **Intellectual property rights** in all software (in whatever form) we provide you with in connection with the **professional services** will remain our property, or the property of our licensor (the person who has granted us a licence for that software). We grant you a non-exclusive licence to use the software for the purpose of receiving the **professional services** or using the **deliverables** and for no other purpose. You cannot transfer the licence.

You agree to keep to our licensor's terms and conditions relating to your use of the software.

- 9.3 You must:

- 9.3.1 treat the **materials** described in clause 9.1 and software referred to in clause 9.2 as confidential information (as described in clause 16);
- 9.3.2 keep to clause 16 in connection with any **materials** and software; and
- 9.3.3 if an **order** is cancelled or the **agreement** ends for any reason, immediately return all copies of the **materials** and software to us and delete any copies from any computer, smartphone, or other electronic or storage device, you have control over.

- 9.4 You must not:

- 9.4.1 reproduce the software, except for archiving or back-up purposes (and in those circumstances you must make sure that each copy contains all of the original software's proprietary notices);
- 9.4.2 adapt, modify, translate, reverse engineer, decompile, alter or otherwise tamper or interfere with the software (except where the **law** allows this); or
- 9.4.3 create work derived from or based on any of the software or any document accompanying it.

- 9.5 Except where clause 9.7 below applies we will indemnify (fully compensate) you against any damages (including costs) awarded against you or which you agree to pay, in connection with any claim or action against you as a result of us providing the **professional services** or **deliverables** to you infringing (breaking, limiting or undermining) the **intellectual property rights** of a third party (an **intellectual property claim against you**), as long as you do the following.

- 9.5.1 Give us notice of any such claim or action as soon as possible after you become aware of it (and in any event no later than seven days after becoming aware of it).
- 9.5.2 Give us, and only us, authority to defend the claim or action, and at no time admit liability or otherwise try to settle the claim or action (unless we have given you written instructions to do so).
- 9.5.3 Follow our reasonable instructions and give us any help we may reasonably need with the defence, including completing and filing court papers and providing relevant documents.

- 9.6 We will refund reasonable costs you have to pay in order to keep to clause 9.5.



BUSINESS

Standard terms and conditions

- 9.7** We will have no liability to you in connection with an **intellectual property claim against you** if it has resulted from:
- 9.7.1 your negligence or misconduct;
 - 9.7.2 you failing to meet any of your obligations under the **agreement**;
 - 9.7.3 you combining, operating or using the **professional services or deliverables** with services, content, designs, specifications, software, devices or equipment we have not supplied or authorised;
 - 9.7.4 you using the **professional services or deliverables** for a purpose other than that which the **professional services** or relevant **deliverables** were provided for;
 - 9.7.5 any alteration or adjustment to the **professional services or deliverables** if the alteration or adjustment was not made or authorised by us; or
 - 9.7.6 you breaking the **law**.
- 9.8** If an intellectual property rights claim is made against you, we will be entitled, at our own expense, to:
- 9.8.1 gain the right for you to continue receiving the **professional services** or using the **deliverables**; and/or
 - 9.8.2 alter or adjust the **professional services or deliverables** so it no longer infringes the third party's **intellectual property rights**, as long as the alteration or adjustment does not significantly restrict the scope of the **professional services** or features or performance of the **deliverables**.
- 9.9** If we reasonably believe that we cannot exercise any of the options set out in clause 9.7.6, we have the right to either give you notice in writing to immediately cancel the part of the **order** we have not fulfilled yet, or to end the **agreement** by giving you 30 days' notice in writing.
- 9.10** We will not have to provide any **professional services or deliverables** to you (even if we have accepted your **order** for it) if we know, or reasonably believe, that if we did so that will (or is likely to) result in an **intellectual property claim against you**. In such case we would have the right to immediately cancel the **order** or end the **agreement** (as appropriate) without liability to you.
- 9.11** You must indemnify us against any damages (including costs) awarded against us, or which we agree to pay, in connection with any claim or action against us as a result of us providing the **professional services or deliverables** which infringe the **intellectual property rights** of a third party (an **intellectual property claim against us**) if that claim or action arises from:
- 9.11.1 work we carried out in line with instructions or specifications you gave us; or
 - 9.11.2 you connecting or using your own equipment or software with the **professional services or deliverables**.
- 9.12** We will contact you within seven days of us becoming aware of an **intellectual property claim against us** which you are liable for under clause 9.11, and we will:
- 9.12.1 not admit anything relating to the intellectual property claim against us;
 - 9.12.2 allow you to conduct or settle all negotiations and proceedings, as long as you provide us with reasonable security for all associated costs and damages; and
 - 9.12.3 give you all reasonable help in handling the **intellectual property claim against us**.
- 9.13** You must refund reasonable costs we have to pay in order to keep to clause 9.12.
- 9.14** The **professional services** may involve software, services, technical information, training materials or other technical data which the United States of America Export Control Regulations, or the **laws**



Standard terms and conditions

or regulations of another country, apply to. You must not download or export the software, or any underlying information or technology except in keeping with all United States **laws** and other **laws** that apply.

10. Preventing bribery

- 10.1 You and we must not pay, offer, promise to pay or authorise the payment of any money or other advantage which breaks anti-corruption **laws**, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any **laws** intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Also, you and we must not take any action that would cause either you or us to break anti-corruption **laws**.

11. Limits of liability

- 11.1 Nothing in the **agreement** will limit or exclude your or our liability for:
- 11.1.1 fraud or fraudulent misrepresentation;
 - 11.1.2 death or personal injury resulting from your or our own negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
 - 11.1.3 not meeting the requirements of section 12 of the Sale of Goods Act 1979; or
 - 11.1.4 matters which cannot, by **law**, be restricted or excluded.
- 11.2 Except where the **agreement** states otherwise, all warranties, guarantees, assurances, conditions, undertakings and terms (whether expressed or implied) relating to the **professional services or deliverables** (including any software used in them) are excluded to the fullest extent allowed by **law**.
- 11.3 Except as set out in clauses 11.4 and 11.5, we accept liability for direct physical damage to your property and the **site** only where the damage arises solely and directly from our negligence or the negligence of our employees, agents or contractors acting in the course of their employment.

- 11.4 Except in connection with indemnifying us for any amounts under clause 9.11, and except where clause 11.1 applies, your or our total liability to the other (except for your liability to pay our **charges**), whatever the type of claim (including in respect of contract, negligence or otherwise) will be limited to:

11.4.1 125% of the total **charges** you have paid under the **agreement** ; or

11.4.2 £50,000; whichever is more.

- 11.5 Despite the above, you and we will not have any liability (except under clause 11.1 and except for your liability to pay our **charges**) arising out of or in connection with the **agreement**, for the following.

11.5.1 Any direct or indirect loss of or damage to:

- (a) business, production, working time, data or expected savings;
- (b) goodwill, opportunity or contracts;
- (c) revenue; or
- (d) profits;

whether or not that loss or damage could have been anticipated.

11.5.2 Any direct or indirect loss or damage arising from:

- (a) data being destroyed or corrupted;
- (b) business interruption;
- (c) increased staff time;
- (d) wasted expense; or
- (e) liability to third parties;

whether or not that loss or damage could have been anticipated.

11.5.3 Any indirect, special or consequential loss or damage whatsoever, whether or not that loss or damage could have been anticipated.

- 11.6 If a number of claims give rise to what is essentially the same loss, they will be



BUSINESS

Standard terms and conditions

considered together as only one claim under the **agreement**.

- 11.7 Clauses 11.1 to 11.6 (inclusive) set out your and our entire liability to the other in connection with the **agreement**.
- 11.8 You agree that the limits of our liability under the **agreement** are reasonable.
- 11.9 This clause 11 will stay in force after the **agreement** ends, or an **order** is cancelled, for any reason.

12. Ending the agreement

- 12.1 Without affecting any other rights we have to cancel an **order** or end the **agreement** (whether set out in other parts of the **agreement** or otherwise), we may cancel an **order** or end the **agreement** immediately, by giving you written notice, if any of the following has happened.

- 12.1.1 You have failed to meet a material obligation (a significant requirement) of the **agreement** and the matter cannot be put right.
- 12.1.2 You have failed to meet a material obligation of the **agreement** and the matter could have been put right but you failed to do so within 30 days of us instructing you to.
- 12.1.3 You have:
- (a) had a liquidator, administrative receiver, administrator, receiver, bankruptcy trustee or similar officer appointed over all or some of your assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);
 - (b) entered into an arrangement with your creditors; or
 - (c) become unable to pay your debts, as described in section 123 of the Insolvency Act 1986.
- 12.1.4 Any event similar to those set out in clause 12.1.3.

- 12.1.5 The details you gave us to enable us to provide the **professional services** were significantly wrong or incomplete.

- 12.1.6 You have broken or may be breaking, or we reasonably believe that you have broken or may be breaking, any **law**.

- 12.1.7 You have committed or may be committing, or we reasonably believe that you have committed or may be committing, any fraud.

- 12.1.8 All or part of any contract between us and a third party ends (through no fault of **ours**) and this affects the provision of the **professional services**.

- 12.2 You may cancel an **order** or end the **agreement** immediately, by giving us written notice, if any of the following has happened.

- 12.2.1 We have failed to meet a material obligation of the **agreement** and the matter cannot be put right.

- 12.2.2 We have failed to meet a material obligation of the **agreement** and the matter could have been put right but we failed to do so within 30 days of you instructing you to.

- 12.2.3 We have:

- (a) had a liquidator, administrative receiver, administrator or receiver appointed over all or some of our assets or business (other than for the purposes of a genuine amalgamation, reorganisation or reconstruction);
- (b) entered into an arrangement with our creditors; or
- (c) become unable to pay our debts, as described in section 123 of the Insolvency Act 1986.

- 12.2.4 Any event similar to those set out in clause 12.2.3.

Standard terms and conditions

- 12.3 If you cancel an **order** or end the **agreement** under clause 12.2 you must send written notice of this to us at the address set out in clause 15.1.
- 12.4 If we cancel an **order** or end the **agreement** because you have not met your obligations under it, including where you have failed to fulfil any **customer dependencies**, you must pay our **cancellation charges**. Your obligation to pay these does not affect any of our other rights or remedies. We will send you an invoice for the **cancellation charges** when we cancel an **order** or end the **agreement**, and you must pay that invoice in line with clause 8.4. We do not have to refund any **charges** you have paid in advance.
- 12.5 Cancelling an **order** or ending the **agreement** does not affect our or your rights, obligations or liabilities that arose before the **order** was cancelled or the **agreement** ended.
- 12.6 The **agreement** will automatically end when you have accepted all of the **deliverables**.

13. Assignment and subcontracting

- 13.1 You must not assign (transfer), delegate or otherwise pass on any or all of your rights or obligations under the **agreement** without our permission in writing (which we will not unreasonably refuse to give, or delay in giving).
- 13.2 We may subcontract our obligations under the **agreement**. This will not release us from our obligations under the **agreement**, and we will still be responsible for making sure the obligations are met.
- 13.3 If you give us written permission (which you must not unreasonably refuse to give, or delay in giving), we may assign, transfer, delegate or otherwise pass on any or all of our rights and obligations under the **agreement**. When asked, you must fill in and sign all necessary paperwork.
- 13.4 We do not need your written permission to assign, transfer, delegate or otherwise pass on any or all of our rights and obligations under the **agreement** to:

- 13.4.1 any of our **group companies** at the time; or
- 13.4.2 any person buying all or substantially all of our business which the **agreement** relates to.

14. Events outside your or our reasonable control

- 14.1 You or we will not be liable to the other for any failure or delay in meeting the obligations under the **agreement** (other than paying any amounts owed) if this is due to any circumstance outside your or our control. If the circumstance beyond your or our control continues for more than three months, you or we may cancel an **order** or end the **agreement**, without any additional liability, by giving the other notice in writing.
- 14.2 Circumstances beyond your or our control include extreme weather conditions, power failures, natural disaster, fire, subsidence, epidemic, strike or labour disturbance, the actions or (failure to act) of local, regional or central government, highway authorities or other official authorities, legal or regulatory restrictions, terrorism, war, civil disturbance, and a third party's delay in supplying, or failure to supply, any equipment or service (where its actions or failures resulted from circumstances beyond its reasonable control).

15. Written notices

- 15.1 Any written notice you send us must be delivered by hand or sent by post to:
- Head of Customer Services
Virgin Media Business
Business Customer Services
PO Box 1787
Sheffield
S9 3UH
- or any other address we give you in writing.
- 15.2 Any written notice we send you will be:
- 15.2.1 delivered by hand or posted to your billing address shown on the **order form** or to your registered office;

Standard terms and conditions

- 15.2.2 faxed to your fax number shown on the **order form** or given to us in writing;
- 15.2.3 emailed to your email address shown on the **order form** or given to us in writing; or
- 15.2.4 sent by text message to your mobile phone number shown on the **order form** or given to us in writing.
- 15.3 Written notice:
 - 15.3.1 delivered by hand will be considered to have been received on that day;
 - 15.3.2 sent by post will be considered to have been received three days after the date it was posted;
 - 15.3.3 sent by fax will be considered to have been received when it is sent, as long as the sender receives a transmission report confirming that the fax has been sent correctly and without error;
 - 15.3.4 sent by email will be considered to have been received on the **working day** it is first stored in the email inbox of the person the notice was emailed to; and
 - 15.3.5 sent by text message will be considered to have been received on the **working day** the notice is first stored in the message inbox of the person the notice was texted to.
- 15.4 If you send us written notice to cancel an **order** or end the **agreement** you must make sure that you keep a copy of the notice and proof of delivery.

16. Confidentiality

- 16.1 When you or we provide confidential information (information which you or we mark as confidential or which is clearly confidential) to the other, the person receiving the confidential information (the receiver) gives the person providing the confidential information (the provider) the following assurances.
 - 16.1.1 The receiver will keep confidential information the provider gives in discussions leading to the **agreement**, and then in connection with the **agreement**, private.
 - 16.1.2 The receiver can give the provider's confidential information, to the extent necessary but in strict confidence, to its employees, agents and contractors involved in supplying or using the **professional services**, as the case may be. The receiver will not release all or some of the provider's confidential information to any other person without the provider's permission in writing.
 - 16.1.3 The receiver will only use the provider's confidential information in connection with us supplying or you using the **professional services**, and not for its own benefit or the benefit of anyone else.
- 16.2 You must not reveal the terms of the **agreement** to any third party, or make any announcements about its contents, without our permission in writing. We may tell others that you are a customer of ours and issue agreed press releases, promotional material and case studies in line with clause 18.14, but we will not otherwise reveal the terms of the **agreement** to any third party without your permission in writing.
- 16.3 The confidentiality obligations in clauses 16.1 and 16.2 will not apply if any court, government or regulator requires the receiver to reveal the confidential information (but only to the extent required by **law**). Unless the **law** does not allow this, the receiver will give the provider written notice, as soon as reasonably possible, about its confidential information being released.
- 16.4 The confidentiality obligations in clauses 16.1 and 16.2 will not extend to confidential information which:
 - 16.4.1 became available to the public in a way other than through the receiver's negligence or failure to meet an obligation under the **agreement**;



BUSINESS

Standard terms and conditions

- 16.4.2 the receiver already knew before the provider gave it the confidential information; or
- 16.4.3 was given to the receiver by a third party who did not receive it in confidence.

16.5 Clause 16 will stay in force after all or any part of an **order** is cancelled or the **agreement** ends.

17. Data protection

17.1 This clause will apply to the extent that we process personal data on your behalf in the course of providing the professional services under this agreement.

17.2 You will be the data controller of the personal data that is provided to us for processing under this agreement and we will act as a data processor on your behalf .

17.3 Under this agreement, you will be responsible for:

- 17.3.1 complying with all data protection legislation in respect of your use of our services, your processing of the personal data and any processing instructions you give us.
- 17.3.2 ensuring you have the right to collect, provide access to or transfer the personal data to us for processing under this agreement.
- 17.3.3 ensuring that you will not disclose (or permit any data subject to disclose) any special categories of data to us for processing.

17.4 We will **process** the **personal data** to the extent necessary to provide you with the **professional services** and in accordance with your reasonable instructions (including the reasonable instructions of any users accessing the **professional services** on your behalf) as set out in the **agreement** or otherwise in writing, and in doing so we will comply with the **data protection legislation**.

17.5 We will ensure that any of our personnel authorised to process the personal data will be subject to a duty of confidentiality.

17.6 We will take the following security measures:

17.6.1 implement appropriate technical and organisational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a data breach).

17.6.2 Upon becoming aware of a data breach, we will notify you without undue delay. We will make reasonable efforts to identify the cause of the data breach and to take such steps as we deem necessary and reasonable to mitigate the effects of such data breach, to the extent that such steps are within our reasonable control.

17.6.3 We will make reasonable efforts to provide such information as you may reasonably require to enable you to fulfil any data breach reporting obligations under the GDPR.

17.7 You agree that we may engage our group companies and third party sub-processors (collectively sub-processors) to process personal data on our behalf, provided that:

17.7.1 We maintain an up-to-date list of sub-processors which will be available on request.

17.7.2 We impose on such sub-processors data protection terms that require them to protect the personal data to the standard required by data protection legislation.

17.7.3 We remain liable for any breach of the data protection legislation caused by our sub-processor when processing personal data under this agreement.

17.8 We will not **process** or otherwise transfer any **personal data** outside the European Economic Area or to any international organisations unless we have appropriate assurances from that third party that the **personal data** will only be **processed** in compliance with **data protection legislation** (which will be



BUSINESS

Standard terms and conditions

satisfied and evidenced by us entering into a contract with that third party which contains the **model contract clauses**).

- 17.9 Taking into account the nature of the **processing** and information available to us, we will provide reasonable assistance to you to allow you to comply with your obligations in relation to: (i) security measures; (ii) notifying **data breaches**; and data privacy assessments.

We will be entitled to recover our reasonable costs of providing such assistance to you.

- 17.10 We will make available to you all information reasonably requested by you in writing to demonstrate our compliance with the obligations set out in this clause 17, and we will contribute to audits, including inspections, to verify compliance with such obligations conducted by you or an independent third party auditor acting under your direction. Such audits or inspections may take place no more than once per calendar year and will be at your cost. You will give us not less than 30 days' prior written notice of any such audit or inspection, and such audit or inspection will be carried out during our normal working hours with minimal disruption to our business.

- 17.11 Upon expiry or termination of this **agreement**, we will, at your request, delete or return to you the **personal data processed** under this **agreement**, unless storage is required by law.

18. Marketing and your information

- 18.1 When you want to buy any **professional services** from us, we will check the following records about you, your **group companies** and your business partners.

18.1.1 Our own records.

18.1.2 Personal and business records at credit-reference agencies. When credit-reference agencies receive a search from us they will note this on your business credit file, and this may be seen by other companies. The credit-reference agencies will give us both public records (including the electoral

register) and shared credit and fraud prevention information.

- 18.1.3 Records held by fraud-prevention agencies.

- 18.2 If you are a director, we will get confirmation from credit reference agencies that the residential address you have given us is the same as that shown on the restricted register of directors' usual addresses at Companies House.

- 18.3 We will make checks such as assessing your offer to buy any **professional services** and confirming identities to prevent and detect crime and money laundering. We may also make occasional searches with credit-reference agencies and fraud prevention agencies to manage your account with us.

- 18.4 We will send credit-reference agencies information you give us, including information on your business and its owners. The credit-reference agencies will record the information and may create a record of the name and address of your business and its owners (if there is not one already). We will give credit-reference agencies details of your accounts with us and how you manage them.

- 18.5 If you do not pay amounts you owe us, in full and on time, credit-reference agencies will record the debt. Credit-reference agencies and fraud-prevention agencies may supply this information to other organisations so they can carry out checks, trace where you are and recover debts that you owe. Such records stay on file for six years after the relevant account is closed, whether or not you have cleared the debt. If you do not make payments that you owe us, we will trace you to recover the debt.

- 18.6 We will carry out a search to check your identity. This involves checking the details you give us against those held on databases which credit-reference agencies and fraud-prevention agencies have access to, including the electoral register. A record of this search will be kept, and other companies may use it to help them check your identity. We may also pass information to financial institutions and other organisations involved in preventing fraud, to protect us and our customers from theft and fraud.



BUSINESS

Standard terms and conditions

- 18.7 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may pass this information to fraud prevention agencies and other organisations involved in investigating crime and preventing fraud. We and organisations from other countries can see and use, in other countries, the information recorded by fraud-prevention agencies.
- 18.8 We may monitor and record our telephone conversations with you in order to maintain the quality of our customer services and for training purposes.
- 18.9 We can pass on information that describes the habits, usage patterns and characteristics of all or groups of our customers (including you). However, the information is anonymous and does not describe or reveal the identity of any particular customer.
- 18.10 Unless you have ticked the relevant boxes on the **order form**, or have told us otherwise in writing, we may:
- 18.10.1 use your information to send you information about other products or services we or a our **group companies** have available; and
 - 18.10.2 provide your information to third parties so they can give you information about their products or services.
- 18.11 For the purpose of providing **professional services** under the **agreement**, you give us permission to use your personal information, together with other information from you, for the purposes of:
- 18.11.1 providing you with the **professional services**, service information and updates;
 - 18.11.2 administration;
 - 18.11.3 credit scoring;
 - 18.11.4 carrying out identity checks;
 - 18.11.5 preventing fraud;
 - 18.11.6 monitoring and improving customer services;
 - 18.11.7 training; and
 - 18.11.8 tracking and assessing the use of our services;

for as long as we need to for these specified purposes, which may be after an **order** is cancelled or the **agreement** ends.

- 18.12 Occasionally, we may use third parties to process your personal information in the ways set out above. These third parties can only use the information in line with our instructions.
- 18.13 We may use any information you provide for the purposes set out in this clause 18, for other purposes you give permission for, or for any other purpose required by **law**. We can pass your information to any of our **group companies**, debt-collection agencies, credit-reference agencies, credit- or fraud-monitoring schemes, security agencies or credit providers.
- 18.14 Unless you have ticked the relevant box on the **order form**, or you have told us otherwise in writing, you agree to be involved in any press release, promotional material or case studies relating to the **agreement** which we reasonably request.

19. Changing the professional services

- 19.1 You can ask us, in writing, to change the **professional services**.
- 19.2 If you ask us to make a change under clause 18.1, we will try to meet your request and, where appropriate, provide a **statement of work**. You must then follow the steps we tell you are needed to agree and make the change.
- 19.3 You must pay any **charges** as agreed in writing between you and us, or set out in the **statement of work** or **order form**. You may have to pay these before we make the change.
- 19.4 If we instruct you to carry out any work necessary in connection with a change you have asked for, you must carry out that work strictly in line with our instructions.
- 19.5 Any change under this clause 18 may result in the **charges** increasing.
- 19.6 Except where you and we enter into a new agreement to give effect to any change, the terms and conditions of the agreement will apply to the agreed change.



BUSINESS

Standard terms and conditions

- 19.7 We may at any time improve or change the professional services if any of the following apply:
- 19.7.1 Our subcontractors' services have changed and this affects the professional services we provide to you;
 - 19.7.2 We have reason to believe that the change is needed to maintain or improve quality or to benefit customers as a whole;
 - 19.7.3 The change is necessary for technical reasons;
 - 19.7.4 We have to make the change by law.

20. Entire agreement

- 20.1 The **agreement** between you and us, together with any document referred to in it, is the whole **agreement** between you and us and replaces any previous drafts, agreements, and arrangements relating to the **professional services**.
- 20.2 You and we agree that neither you or we have been encouraged to enter into the **agreement** by any representation or promise other than those contained in the **agreement**, and cannot take any action in respect of any other representation or promise, except in the case of fraud or a representation or promise that is central to the **agreement**. However, clauses 11.4 and 11.5 will apply to any representation or promise that is central to the **agreement**.

21. Miscellaneous

- 21.1 Except where the **agreement** states otherwise, the rights and remedies under the **agreement** are in addition to, and do not overrule or exclude, any rights or remedies available under the **law** or otherwise.
- 21.2 If we or you do not exercise, or delay in exercising, any right or remedy we or you have under the **agreement**, this does not mean that we or you have given up that right or remedy or any other (whether before, at the same time or after), and so we or you may exercise that right or remedy or any other in the future.
- 21.3 If we or you exercise all or part of any right or remedy we or you have under the

agreement, this will not prevent us or you from exercising that or any other right or remedy in the future.

- 21.4 If any court or other relevant authority finds that any part of the **agreement** is illegal or cannot be enforced, this will not affect the rest of the **agreement**. In these circumstances, you and we will discuss the affected part of the **agreement** to find a substitute that, as far as possible, results in the same economic effects and is legally binding and able to be enforced.
- 21.5 If any part of the **agreement** is intended to stay in force after an **order** is cancelled or the **agreement** ends, that part will stay in force after the **order** is cancelled or the **agreement** ends for any reason.
- 21.6 Unless there are any relevant restrictions in the **agreement**, at any time after the date of this **agreement**, you or we may ask the other to complete any necessary paperwork, and take any action reasonably necessary, for the purpose of giving you or us (as appropriate) the full benefit of your or our rights under the **agreement**. The one asking for the paperwork to be completed, or action carried out, will pay the reasonable costs that result from completing the paperwork or carrying out the action.
- 21.7 Nothing in the **agreement** forms a partnership between you and us, or makes you an agent of **ours** (or vice versa).
- 21.8 You and we agree that the **agreement** cannot be enforced by anyone (other than you and us) under the Contracts (Rights of Third Parties) Act 1999.



BUSINESS

22. Disputes

- 22.1 If there is a dispute between you and us in connection with the **agreement**, and you and we cannot settle the dispute by discussion between ourselves within 30 days of giving the other notice of the dispute, you or we may refer the dispute to arbitration, or to the courts of England, in line with clause 23.
- 22.2 While the procedure set out in this clause 22 is being followed, and during any legal proceedings which may be ongoing or pending, you and we will both continue to meet **your** and our obligations under the **agreement**, but nothing in this clause prevents you or us from ending the **agreement** in line with these **standard terms and conditions**.
- 22.3 Nothing in this clause 22 prevents you or us from applying to a court for equitable relief (a range of remedies that a court has the power to grant) if damages alone would not be an adequate remedy for breaking the **agreement**.

23. Governing law and jurisdiction

- 23.1 The **agreement** and any obligations arising from or connected with it will be governed by, and interpreted according to, English law.
- 23.2 Any dispute arising under the **agreement** which does not involve:
- 23.2.1 a complicated issue of **law**; or
 - 23.2.2 an amount of more than £5,000;
- may be referred to arbitration or other appropriate method of dispute resolution.
- 23.3 If any legal action or proceedings arise in connection with the **agreement** (whether arising out of contractual or non-contractual obligations), you and we accept that only the English courts have the power to decide on such action or proceedings.

We are fully committed to dealing with all complaints, fully and fairly, and within a reasonable time. If you'd like to find out how we deal with complaints, please see Our Complaint Resolution Code of Practice. This is in the Code of Practice section on our website at www.virginmediabusiness.co.uk, or you can phone our Customer Services team on 0800 052 0800 to ask us for a copy.

Thank you

Registered Office:

Virgin Media Business

500 Brook Drive
Reading
RG2 6UU

T: 0800 052 0800

Registered in England and Wales No. 01785381



BUSINESS



Business