

Cloud Voice

Version 3

Overview

Cloud Voice is a hosted telephony service that enables users to make and receive calls from either a fixed or mobile device via software or an application and provides access to a range of unified communications features such as team collaboration, audio video conferencing, call recording, and management reports.

This document tells you about our Cloud Voice **service**. These **special terms**, along with our **standard terms and conditions** and our **service level 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.

1. Definitions

1.1 In these **special terms**, words and terms have the same meaning as they have in our **standard terms and conditions**, unless these **special terms** give them a different meaning.

1.2 Where the following words are printed in **bold** in these **special terms**, they have the meaning as set out below:

agreement means collectively these **special terms**, the **standard terms and conditions**, the relevant **order form** and the **service level agreement**.

authorised equipment means the **CPE** published on the current **authorised equipment list**

authorised equipment list means the list of **CPE** that is compatible with the **service** communicated by us to you from time to time.

acceptable use policy means the Cloud Voice Inclusive Minutes Tariff Acceptable Use Policy on our website here: https://www.virginmediabusiness.co.uk/applications/Cloud-Collaboration-VoIP-solutions/cloud-voice/#legal_stuff

bundled CPE means **purchased equipment** provided with a bundle (as described in the **order form**) that includes a **subscription** and **CPE** and paid for as part of the **subscription** charges.

call means a signal, message or communication which can be silent, visual, or spoken, excluding text messages.

call tariff means the tariff against which the **call charges** you will pay for making **calls** will be determined, as described in the **order form**.

Cisco Webex application means Cisco's **software** application for desktop, mobile and tablet device, and as further described in the **service literature**

configuration information means the information requested by us during the set-up, installation and/or delivery of the **service**, together with details of any telephone numbers to be **ported**.

connectivity means the connection or circuit over which the **service** is consumed, which consists of either a physically wired or cabled connection and/or, for wireless data, a wireless connection, whether provided by us or a **third party**.

content means data, information (including emails and documents), video, graphics, sound, music, photographs, software or any other material.

CPE means customer premises equipment (including but not limited to telephone handsets) used in connection with the **service** and which may be **service equipment**, **your apparatus** or **purchased equipment** (as defined in the standard terms and conditions).

customer CPE means **CPE** you procure from a and/or supply from a **third party** for use with the service.

customer event means any negligence, intentional misconduct, breach, failure, act, or omission by or of you or any of your **group companies** (including your, or your **group companies**, agents, employees' suppliers and contractors) (and whether direct or indirect), including any breach, failure, delay of your obligations under this **agreement** or any performance thereof.

customer infrastructure means any of **your apparatus**, **devices**, network,



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system(s), software, hardware, or other equipment owned, controlled, or operated by you, or provided to you by any third party other than us, and whether or not used in connection with any **service**.

delivery address means the address where **CPE** will be delivered to as set out in this **agreement** or as otherwise agreed between us in writing

devices mean any edge electronic equipment or hardware that can access any **service**, the internet or an SSID, including but not limited to computers, laptops, fixed line telephones, mobile telephones, printers, tablets or other connected appliances or equipment.

emergency call means a **call** to 999 or 112, or an equivalent number for calling the emergency services.

emergency call service means the service conveying **emergency calls** as described in clause 6.

emergency services mean the relevant local public police, fire, ambulance and coastguard services and other similar organisations aiding the public in emergencies.

endpoint means **CPE** that can access the **service** that is either shared or not for the sole use of one **user**, and therefore requires its own **subscription** to access the **service** (for example a conference or lobby phone).

EULA has the meaning given to it in paragraph 4.2 (a) of these **special terms**

internet connectivity means **connectivity** that provides direct access to the internet, whether provided by us or a **third party**.

licensor means the **third party** who has granted us the rights we need to provide the **service**. We may change our **licensor** from time to time without reference to you.

minimum subscription term means the **minimum period** for a **subscription** as part of the **service** as set out in the **order form**, commencing from the **subscription start date**.

nuisance call means an unwanted **call** that causes annoyance to the receiver of the **call** and/or is a hoax **call**, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature including unauthorised or 'spam' **calls** and 'silent' **calls** as defined by Ofcom.

portal has the meaning given to it in clause 8.3

presentation number means the number nominated or provided by you that can identify that caller or be used to make a return or subsequent **call**. It may not necessarily identify the line identity or the geographic source of the **call**.

privacy data sheets mean the privacy data sheets for the **Cisco Webex applications** (including Webex Meetings and Webex Teams) found at https://trustportal.cisco.com/c/r/ctp/trustportal.html#/customer_transparency (or any other location which we or the **third party** may notify to you).

rental means the rental (including **subscription fees**) for the **service**, as set out in the **order form** and price guide (as amended and updated from time to time in accordance with these **special terms**).

service means the Cloud Voice **service** as set out on the **order form** and **service literature**.

service commencement date has the meaning given to it in clause 8.

service feature means a feature of the **service** as described in the **service literature**.

site means either a home site or an office site being the location where a **user** is predominantly located or a grouping of **user(s)** for the purposes using the **service**.

software means the software used by us to provide the **service**.

special terms mean these extra service terms and conditions specific to the **service**.

standard terms and conditions mean our standard terms and conditions, as set out in the order form, that apply to the **service**.

subscription means the non-exclusive revocable right granted by us for a **user** to use the **service** in conjunction with an agreed telephone number during the **subscription term** on and in accordance with the terms of the **agreement**.

subscription add-on means a chargeable **service feature** as set out in the **order form** which is attributed to a **user**, **site**, or you.

subscription start date means the date on which we confirm the **service** is available to you or a **user**, as detailed in paragraph 8.1 of these Special Terms.

subscription term means, in respect of each **subscription** ordered, the **minimum subscription term** and any extension of it

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in accordance with paragraph 7 of these **special terms**.

third party means any supplier, licensor, publisher, manufacturer, developer or other third party provider of Services and/or CPE other than us, provided that either we have notified you of such provider in this Agreement or it would be reasonably apparent to a reasonable customer (acting reasonably) that we are not the provider, developer or manufacturer of any Service or CPE.

technical specification means the minimum specifications for **internet connectivity**, bandwidth and **your apparatus** as described in the **service literature**.

unauthorised equipment means **CPE** that is not on the **authorised equipment list**.

user means each individual employee, contractor or agent of yours, or **endpoint**, that has access to use the **service** through an assigned **subscription**.

virus means any malicious code, logic bomb, Trojan horse, malware, or similar type of disruptive, destructive or nuisance program or software.

Webex privacy policy means the **third party** privacy statement as set out at <https://www.cisco.com/c/en/us/about/legal/privacy.html> (or any other location which we or the **third party** may notify you of).

2. Description

- 2.1 The core **service** consists of:
- (a) Cloud Voice **subscription(s)**;
 - (b) Geographic numbering, new or ported numbers; and
 - (c) **call tariffs**.
- 2.2 In addition to the core **service**, you may select the following options:
- (a) **subscription add-ons**;
 - (b) Customer Premise Equipment (**CPE**);
 - (c) professional services; and/or
 - (d) administrator training.
- 2.3 The particulars of the **service** to be provided to you will be confirmed in the **order form**.

3. Preconditions and conditions of use

- 3.1 Preconditions: Before the **service commencement date** you must:
- (a) have in place **internet connectivity** and ensure **your apparatus** is ready,
 - (b) ensure the **internet connectivity** and **your apparatus** meet the **technical specification** as described in the **service literature**; and
 - (c) provide us with complete and accurate **configuration information**.
- 3.2 Delay and suspension:
- (a) we will not be able to provide the **service** if the preconditions above have not been met and any delay in providing the **service** as a result will be considered a **customer event**.
 - (b) we may, without liability to you, suspend performance of our obligations under these **special terms** if we become aware a precondition has not been met, or in our opinion will not be met. You shall still be liable for all charges payable during any period of suspension.
- 3.3 Acceptable use:
- You must use (and ensure and procure that your **user(s)** use) the **service** in accordance with these **special terms**.
- (a) You must comply with our **acceptable use policy** as updated by Us from time to time in relation to any inclusive call tariffs.
 - (b) Toll Fraud and nuisance calls:
You must not and must not permit or enable your **users** or others to use the **service** to:
 - (i) generate artificially high voice or data traffic; or
 - (ii) to commit fraud and/or toll fraud; or
 - (iii) make **nuisance calls**.

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You understand that 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.

(c) Virus Protection: You must take all steps in accordance with best industry practice to prevent the introduction of any **virus** to the **service**. You will be responsible for any harm to the **service**, the **communications network**, any **equipment** or any loss, harm, or damage we may suffer caused by a **virus** introduced via **customer infrastructure**.

3.4 Emergency Services:

(a) **CPE** (and any **software** running on it) requires power and a continued and constant access to **internet connectivity** to make or receive a **call**, and if power or connectivity is lost a **user** will not be able to make or receive any **call** including an **emergency call**.

(b) when making an **emergency call** a **user** must confirm their location to the **emergency services** operator so that the **emergency services** can be despatched to the correct location.

(c) the **emergency call service** will only be available where the **emergency call** originates from a caller located in the UK from a number that conforms to the national numbering plan, as confirmed by Ofcom and being either a:

- (i) geographic number; or
- (ii) non-geographic number with a prefix of fix 055,056,03 or 08.

(d) we will give you not less than 30 days written notice of any material change to the **emergency call service**.

3.5 Monitoring: You acknowledge that we may monitor the profile of **calls** made through use of the **service** by **users** for potential fraudulent or dishonest use and take reasonable steps to prevent such use.

3.6 **Porting Requirements:** You must comply with the porting requirements as set out in the **service level agreement**. You acknowledge that number **ports** may be completed in phases and that the **service** may begin before all number **ports** are complete. Such phasing will not affect the **service commencement date**

4. Third Party Provider Terms: Cisco Webex Application

4.1 Where we provide you with **services** containing or consisting of the **Cisco Webex application** this clause 4 of these **special terms** will apply to the **Cisco Webex application** element of the **service**.

4.2 You will ensure, and shall ensure that each **user** ensures, that:

(a) prior to using the **Cisco Webex application**, you and they agree to the End User Licence Agreement (**EULA**) with the **third party** as set out at www.cisco.com/go/eula (or any other location which we or the **third party** may notify to you from time to time), as may be amended from time to time by the **third party**.

4.3 agree to the **privacy data sheets** for the **Cisco Webex application**, as may be amended from time to time by the **third party**.

4.4 comply with all applicable Laws and regulations applicable to the use of the **Cisco Webex application**.

4.5 use the latest version of the **Cisco Webex application**.

4.6 ensure **customer apparatus** or **purchased equipment** used with the **Cisco Webex application** meets the **technical specification** as set out in the **service literature**.

4.7 not transfer, assign, or sublicense the **software** used in connection with the **Cisco Webex application** to any other person, organisation, or entity.

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- 4.8 not attempt to create any derivative version of the **Cisco Webex application**, decompile, decrypt, reverse engineer, disassemble or apply any other processes or procedures to derive the source code of the **Cisco Webex application**; and
- 4.9 ensure the proper use of the **Cisco Webex application** and not permit any unauthorised access to the **Cisco Webex application** or alteration, repair, or modification of the **Cisco Webex application**.
- 4.10 By accepting the terms of the **EULA**, you and each **user** agrees to observe and comply with it for all use of the **Cisco Webex application**.
- 4.11 If you or any **user** breaches the **EULA**, we may withdraw the **Cisco Webex application** from the **service** and the notice provisions in clause 21 of the **standard terms and conditions** will not apply.
- 4.12 You are responsible in accordance with the terms of the **EULA** for the use of the **Cisco Webex application** by Yourself or any **user** and you enter into the **EULA** for your own benefit and the benefit of each **user** and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the **EULA** are directly between you and the **third party**.
- 4.13 You will deal with the **third party** directly with respect to any loss or damage suffered by you or any **user**, or the **third party**, in either case under the **EULA**. Any loss or damage in connection with the **Cisco Webex application** will not be enforceable against us and we shall have no liability to you in respect thereof.
- 4.14 You acknowledge that the **Cisco Webex application** is provided 'as is' and use of the **Cisco Webex application** is at your, and each **user's**, own risk. We do not warrant that the **Cisco Webex application** will perform at a particular speed, be error-free or secure. The **Cisco Webex application** may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications.
- 4.15 Any **personal data** provided by you or any **user** when using the **Cisco Webex application** will be processed by the **third party** in accordance with the terms of the **EULA**, the **privacy data sheets** and the **Cisco privacy policy**, as may be amended from time to time by the **third party**.
- 4.16 We are not liable for any loss of **content** stored on the **Cisco Webex application** and recommend that such **content** is duplicated and saved locally by you.
- 4.17 You acknowledge that sufficient **internet connectivity** bandwidth is required to use the **Cisco Webex application**, minimum bandwidths are set out in the **technical specification**. We shall not be liable for any **service** interruption, disruption or loss arising from insufficient bandwidth being available on any **internet connectivity**.
- 4.18 Updates and Changes: You understand that:
- (a) as a cloud service, the **Cisco Webex application** will be updated regularly by the **third party**; and
 - (b) as a result, we may need to make changes to the **agreement** or these **special terms**.
 - (c) In such circumstances, we will aim to provide you with advance notice of such changes, however you acknowledge that such changes are outside of our control and advance notice may not be possible.
 - (d) You accept that, if any change made pursuant to this clause 4.18 is to your material detriment, reference in clause 21.2 of the **standard terms and conditions** to "thirty (30) days' prior notice" shall be deemed satisfied where we have provided notice under this clause 4.18(b) your rights pursuant to clause 21.2 of the **standard terms and conditions** in respect of any change to your material detriment shall be otherwise unaffected by this clause 4.18.

5. Customer Premise Equipment (CPE)

- 5.1 Your responsibility: You must provide all **CPE** necessary for a **user** to access the **service**,
- 5.2 Purchased Equipment: **CPE** is available from us as **purchased equipment**. You may purchase the **CPE** upfront or opt to purchase the **CPE** as part of a **subscription** as **bundled CPE** (as further described in this **agreement** and in the **order form**), in either case **CPE** purchased from us shall be referred to as **purchased equipment**. **Purchased equipment** will be configured for use with the **service**. If you damage any **purchased equipment** you must replace it at your cost.
- 5.3 Customer CPE: You will be responsible for loading configuration details on to all **CPE** that you supply which may include **CPE** purchased from a **third party** and referred to as **customer CPE**.
- 5.4 Configuration:
- (a) Once **CPE** has been connected to the **service**, we will remotely update and maintain the configuration of **CPE**. You must not change the configuration of **CPE** used with the **service**.
- 5.5 Delivery, risk, and acceptance:
- (a) **purchased equipment**:
- (i) will only be delivered to an address in the United Kingdom and on a **working day**;
- (ii) risk in **purchased equipment** will pass from us to you on delivery to the **delivery address**, and
- (iii) **purchased equipment** will be considered accepted on the date you confirm acceptance in writing or five (5) days after the date it is delivered to the **delivery address**.
- 5.6 Failed delivery: If you are not available to take receipt of **purchased equipment**, we may store **purchased**

equipment at our local depot and charge you a failed delivery charge. **Purchased equipment** returned to our local depot will be considered delivered to you. You may at your cost either collect **purchased equipment** from our local depot or ask us to deliver (at your cost) **purchased equipment** to the **delivery address**.

- 5.7 Ownership: Ownership of **purchased equipment** will pass to you on the earlier of
- (a) the invoice date for **purchased equipment**,
- (b) the date of delivery to the **delivery address**, or
- (c) in the case of **bundled CPE** only, the date the **minimum subscription term** commences.
- 5.8 CPE Software: To the extent **software** is included or embedded with **purchased equipment** Customer acknowledges:
- (a) the **software** will not be error free;
- (b) you may use the **software** with the **purchased equipment**, but not otherwise
- (c) ownership of the **software** will remain with us or our **licensors**.
- 5.9 Warranty:
- (a) **Purchased equipment** may be provided with a manufacturer warranty; where applicable the warranty documents for the **purchased equipment** will be included with delivery of the **purchased equipment** (which may be within the packaging) and you will keep all warranty documents secure for future reference.
- (b) All other warranties, guarantees, representations or similar assurances of any kind in relation to **purchased equipment** are excluded to the extent permitted by law.
- (c) No warranties are provided, and no hardware support is available for **purchased equipment**.
- 5.10 Authorised Equipment:

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- (a) You must ensure all **CPE** is **authorised equipment**. **CPE** not on the list will be **unauthorised equipment**.
- (b) We may change the **authorised equipment list** from time to time by updating the **service literature**. the **service literature** is published on **our website**, it is your responsibility to check **our website** for any updates to the **authorised equipment list**. Where the **service literature** is not published **on our website**, it is your responsibility to request a copy of the latest **service literature** from your account manager from time to time and check for any updates to the **authorised equipment list**. In either case, we shall not be required to provide you notice of any update to the **service literature** or the **authorised equipment list**.
- (c) You must maintain **CPE** in accordance with good industry practice and the manufacturer's guidelines.
- (d) We will not be responsible for faults caused by **unauthorised equipment** or faulty **CPE**.
- 5.11 Disposal of **CPE**: You will be responsible for the disposal (including all associated costs) of all **CPE** and shall do so in accordance with law.
- 5.12 Blocking **CPE**: We may block or disconnect any **CPE** from accessing the **service** if we (acting reasonably) determine **CPE** is being used in a manner not permitted by these **special terms**, or in a manner that is interfering with the **service** or otherwise causing harm to the **service**.
- ## 6. Service and Subscription
- 6.1 Grant: We grant you a right to access and use the **service** subject to your acceptance of, and compliance with the terms of the **agreement**. We may suspend or cancel the **service** at any time if you do not comply with the terms of the **agreement**. Your right to access the **service** will end immediately on expiry or termination of the **service**.
- 6.2 Users: You must purchase a **subscription** for each **user** that requires access to use the **service**. We may audit the number of **users** accessing the **service** at any time and bill you (at the current prevailing relevant subscription or subscription add-on charge) for any **users** not covered by a valid **subscription**.
- 6.3 Users & Numbers: For each **subscription** you must provide:
- (i) an available telephone number that may be used to **call** each **user** (unless we are providing a new telephone number); and
 - (ii) the name and installation address (including the post code) of each **user** (as may be required for the **emergency service** response); and
 - (iii) for **users** with nomadic applications that use more than one network termination point or equivalent, the address where the telephone number is normally used.
 - (iv) Additional telephone numbers may also be required for certain **add-ons** and **features** to operate as intended such as **call** queues or hunt groups.
- 6.4 Subscription Type and Service Features:
- (a) The **service literature** describes the types of **subscriptions**, included features and available **subscription add-ons**.
 - (b) The **subscription** type purchased will determine the **service features** made available to you and each **user** (and as detailed in the **order form**), you will be responsible for determining the most appropriate **subscription** type(s) and **subscription add-ons** for you and your **user's** needs.

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- (c) The charges applicable for any **subscription** Type and where applicable, **subscription add-ons** will be set out in the **order form**, or on request.

Installation and use: You may install the **software** on **your apparatus** or **devices** as made available by the relevant **subscription** or **subscription add-on** so that it can be accessed by up to the number of **users** confirmed in the **order form** and shall only use the **software** with the **service**, and for your own internal business use.

7. Minimum Period and ending the Service:

- 7.1 Each **subscription** will have its own **subscription start date** and **minimum subscription term**. Any reference to “**minimum period**” in this **agreement** or the **order form** shall, in respect of this **service** only, be deemed to be a reference to the relevant **minimum subscription term** for the applicable **subscription(s)**.
- 7.2 Each **subscription add-on** shall have a **minimum subscription term** of thirty (30) days unless otherwise specified in the **order form**, on the **portal** or agreed between us in writing.
- 7.3 Any **subscription** or **subscription add-on** can be terminated at any time by giving not less than 30 days’ notice. If a **subscription** is cancelled before expiry of a **minimum subscription term** you shall pay a **cancellation charge**.
- 7.4 Subject to paragraph 7.2 of these **special terms**, termination of any **subscription add-on** shall not incur any **cancellation charge**, unless:
- (a) termination of such **subscription add-on** will result in the entire **subscription(s)** to which the **subscription add-on** relates also being terminated in which case **cancellation charge(s)** in respect of the terminated **subscription(s)** shall apply; and/or
 - (b) where (i) a **minimum subscription term** has been

applied to the relevant **subscription add-on** in the **order form**, the **portal** or otherwise agreed between us in writing in accordance with paragraph 7.2 above; and (ii) the **subscription add-on** has been terminated within such **minimum subscription term**, you shall pay a **cancellation charge(s)** in respect of such termination.

8. Commercial Terms

- 8.1 **Service commencement date:** The **service** will commence on the day we (or the **third party** on our behalf) first notifies you that the **service**, or any **subscription** forming part of it (**subscription start date**), is available to be accessed by you or a **user**.
- 8.2 **Charges:** The charges and **call tariff** applicable to the **service** are set out in the **order form** and will commence from the relevant **subscription start date**.
- 8.3 **Configuration:** You acknowledge that certain **subscription add-ons** may be provisioned directly by you (or a designated **user** on your behalf) through any online **portal**, tool, or website that we might make available to you from time to time (**portal**). Activation of any **subscription add-on** by any **user** via the **portal** shall be deemed permitted by you and you shall, from the date of such activation, be liable for and shall pay any additional charges applicable for such **subscription add-on**.
- 8.4 **No waiver:** You shall continue to pay the charges if the **service** is not accessible due to a fault with **internet connectivity** or your non-compliance with these **special terms**, including but not limited to the Pre-conditions in clause 3.
- 8.5 **Internet charges:** Using the **service** may cause you to incur charges in relation to your use of **internet connectivity** and you shall remain liable to your **internet connectivity** provider for all charges related to such use.

9. Presentation Numbers

- 9.1 You shall ensure that **presentation numbers** used in connection with the **service**:
- (a) are authentic, valid, dialable (being a number that is in service and can be used to make a return or subsequent **call**) and uniquely identify the caller;
 - (b) not premium rate or revenue sharing numbers;
 - (c) are each designated as a 'Telephone Number available for Allocation' in the National Telephone Numbering Plan and be shown as allocated in the National Numbering Scheme;
 - (d) are numbers you or the relevant **user** has authority to use, either because it is a number which has been allocated to you or the relevant **user** or because you or the relevant **user** has been given permission (either directly or indirectly) to use the number by a **third party** who has been allocated that number;
 - (e) comply with, and are used in accordance with Applicable Law and relevant OFCOM guidance; and
 - (f) where applicable, are suitable for the **presentation number** type selected;
- 9.2 You acknowledge that some networks may not recognise a **presentation number** or may block a **presentation number**, and you shall ensure you have adequate facilities in place to answer return **calls** made to a **presentation number**. We shall have no liability to you for any **presentation number** that is not recognised or blocked by any network, caller, or receiver.
- 9.3 We may refuse to use or stop using a **presentation number** that does not comply with the requirements above,

or if you are not authorised to use the **presentation number**.

- 9.4 You shall fully indemnify the us against all costs, claims, damages, losses, or liabilities arising from or in connection with your misuse of a **presentation number** or breach of this clause 9.

10. Service Decommissioning

- 10.1 Upon expiry or termination of the **service**, or any **subscription** thereunder, the following provisions shall apply:
- (a) access and use of the **service** by you or any **user**, including access to the **Cisco Webex application**, shall immediately cease, which may include remote deactivation of any **subscription** or **subscription add-on** to use the **service** for you or any **user**.
 - (b) any **content** or recorded media (including any **personal data** contained therein) will be removed and/or deleted from its storage location and your access to such **content** shall cease immediately on expiry or termination of the **service** or relevant **subscription**. Once the **service** or relevant **subscription** has expired or has been terminated, we shall not be able to provide further access to any **content** (even if the **service** or a **subscription** is re-purchased at a later time) and you must ensure that all **content**, recorded media and/or **personal data** has been backed up or archived by you prior to the expiry or termination of the **service**, any **subscription** or any part thereof; and
 - (c) any telephone numbers may be ported to a new provider in accordance with our telephone number porting guidance, as available on **our website**, as updated from time to time.

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