

SPECIFIC CONDITIONS P10 – PhoneLine Plus Service

SPECIFIC CONDITIONS P10 – PHONELINE PLUS SERVICE

These Specific Conditions govern the PhoneLine Plus Service that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”) and Specific Conditions P1 – UC Services (“**Specific Conditions P1**”), which shall be deemed to be incorporated into the Contract for the performance of any PhoneLine Plus Service performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
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| “CLI” | means the calling line identity which includes the area code and End User telephone number; |
| “Gamma” | means Gamma Telecom Limited; |
| “Gamma Network” | means the protected and authenticated connections to the PhoneLine Plus Service; |
| “PhoneLine Plus Service” | means the services provided to the Customer by the Company as described in these Specific Conditions; |
| “PhoneLine Plus Subscription” | means the relevant subscriptions for the PhoneLine Plus Service, as specified in the Order Form; and |
| “Portal” | means the secure Gamma website which can be used by the Customer to manage their PhoneLine Plus Service. |
- 1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions and/or Specific Conditions P1.

2 SERVICE COMMENCEMENT DATE

- 2.1 The Commencement Date of the PhoneLine Plus Service is the date specified as such in the Order Form or if no date is specified, the date the Company commences the provision of the PhoneLine Plus Service.

3 MINIMUM TERM AND DURATION

- 3.1 Subject to the termination provisions set out in the Conditions, the Minimum Term of each PhoneLine Plus Subscription is as set out in the Order Form. Upon expiry of such Minimum Term, the PhoneLine Plus Subscription shall be renewed on an indefinite basis subject to each party's right to terminate for convenience at any time by giving not less than 6 (six) months' prior written notice to the other party.

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- 4.1 The PhoneLine Plus Service may incorporate Gamma approved handsets and/or analogue terminal adapters and Software if set out in the Order Form.
- 4.2 Where Gamma Network is provided as part of the Phoneline Plus Service, this will route all traffic.
- 4.3 Unless set out in the Order Form that the Company is responsible for providing or otherwise configuring the related connectivity services, the Customer is responsible for configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the PhoneLine Plus Service.
- 4.4 Gamma handsets supplied for use with the PhoneLine Plus Service cannot be used with any other service and the Company is under no obligation to adapt any handset for general use at any time.

5 ORDER AND SUPPORT

- 5.1 The Company will provide the Customer with a Portal account through which the PhoneLine Plus Service can be controlled.
- 5.2 The Company shall use reasonable endeavours to maintain (but does not guarantee) access to the Portal accounts 24 hours in every day on every day of the year, except where planned changes and/or maintenance is performed (at times published in advance), or emergency maintenance is required.
- 5.3 The Company shall not be liable for any losses caused by any restriction in access to the Portal account.

6 CLI PRESENTATION

- 6.1 Where a CLI is presented, the Customer must ensure that:
- 6.1.1 the CLI is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question; and
 - 6.1.2 the CLI is a number that is allocated to the Customer, is in use, connected to a terminal and capable of receiving calls.
- 6.2 Where a CLI is not allocated to the Customer, the Customer shall obtain and provide to the Company written consent from the allocated owner for its use as a presentation number and confirmation that such consent has not been withdrawn.

7 EMERGENCY SERVICES 999/112 RESPONSIBILITIES

- 7.1 The Customer shall be responsible for informing all End Users (including potential End Users) of the limitations of VoIP originated emergency service calls as set out at paragraph 7.1 of Specific Conditions P1.
- 7.2 The Customer shall provide to the Company for each subscriber full details of the End User's name and address (including post code) to enable the Company to fulfil its obligations under Relevant Laws to pass such details on to the call handling authority.

8 CHARGES AND INVOICING

- 8.1 All Charges due to the Company for traffic routed via any IP address or for fixed rental or one-off Charges related to the PhoneLine Plus Service shall be paid in full by the Customer in accordance with the provisions of the Conditions notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of the Company or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by the Company.
- 8.2 The Company reserves the right to increase the Charges for the PhoneLine Plus Service on 30 (thirty) days prior written notice to the Customer in the event that any change in Relevant Laws results in additional costs being incurred by the Company.
- 8.3 The Company will round up the Charges to two decimal places and round up to the nearest whole penny as standard, unless otherwise stated in the Order Form.
- 8.4 The Customer shall not nor allow its End Users to use the PhoneLine Plus Service:

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- 8.4.1 excessively and beyond what the Company deems reasonable;
 - 8.4.2 in a way which imposes an unreasonable or disproportionately large load on the Company infrastructure or the PhoneLine Plus Service;
 - 8.4.3 for automated, high volume or otherwise excessive call-forwarding, auto-dialling and/or call-blasting activities; and/or
 - 8.4.4 to make automated, continuous, extensive or excessive calls using the PhoneLine Plus Service beyond what the Company considers (at its absolute discretion) to be reasonable business use.
- 8.5 The Company reserves the right to invoice the Customer for:
- 8.5.1 excessive costs of conveyance caused by deliberate aggregation by the Customer of calls to a particular dial string within a destination;
 - 8.5.2 the engagement by the Customer in arbitrage;
 - 8.5.3 deliberate manipulation of call profiles; and/or
 - 8.5.4 other similar acts of a non-commercial nature.
- 9 FAIR USAGE POLICY**
- 9.1 Unlimited minutes are included in all PhoneLine Plus Subscriptions to the following destinations: UK Geographic (01, 02), UK Mobile, UK National Non-Geographic (03), Ireland and Ireland Mobile.
- 9.2 In the event that it is suspected that the Customer has breached the fair usage policy set out in this paragraph 9, at the Company's absolute discretion, the Company reserves the right to:
- 9.2.1 suspend and/or terminate the Customer's access to the PhoneLine Plus Service immediately without notice; and/or
 - 9.2.2 modify the Customer's pricing plan for access to the PhoneLine Plus Service to reflect any excessive use of the PhoneLine Plus Service or abuse of billing periods to avoid and manipulate payment to the Company, including, without limitation, converting the Customer's pricing plan to a fully-metred usage plan and charging pro rata for PhoneLine Plus Service access.
- 9.3 The PhoneLine Plus Service is charged on a per user per month basis. The Customer shall procure that each End User shall have their own account. No End User may share their account under any circumstances. A breach of this paragraph 9.3 shall be deemed a material breach of this Contract by the Customer.
- 9.4 The Customer may not abuse or manipulate the free trial period and/or the billing period to avoid paying Charges. If the Company suspects, at its absolute discretion, that the Customer is abusing such periods, the Company reserves the right to suspend and/or cancel the Customer's use of, and access to, the PhoneLine Plus Service without notice.
- 10 MINIMUM USER MACHINE REQUIREMENTS**
- 10.1 The PhoneLine Plus Service provides End Users access via a downloadable windows or mac client together with a browser based option. The browser-based version is designed to support all major browsers and operating systems and utilises the webRTC programming interface. Each release is tested against the following browsers:
- 10.1.1 Chrome (the current version at the time of version release);
 - 10.1.2 Edge (the current version at the time of version release); and
 - 10.1.3 Safari (the current version at the time of version release).
- 10.2 Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome and Edge) update, reasonable endeavours shall be in place to ensure compatibility and swift resolution of any problems.
- 10.3 The Portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the PhoneLine Plus Service, the End User should perform a pre-test to ensure the PhoneLine Plus Service works with their browser/smartphone/tablet device.