



onecom

# **Onecom SMS Service Service Terms**

## 1. General

These Onecom SMS Service Service Terms should be read in conjunction with all other terms of the Contract.

## 2. Definitions and interpretation

2.1 Terms defined in the Contract shall have the same meaning in these Onecom SMS Service Service Terms. The following definitions shall also apply.

| Term                                 | Definition                                                                                                                                                        |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>API</b>                           | Application Programming Interface protocols that enable different software components to communicate and transfer data.                                           |
| <b>API Specifications</b>            | The technical specifications of the Service shared with the Customer as part of the Order.                                                                        |
| <b>Artificially Inflated Traffic</b> | A disproportionate flow of SMS messages which would not be expected from good faith commercial use of the Service, often generated automatically or fraudulently. |
| <b>Incident</b>                      | A support or maintenance requirement or event relating to the Service.                                                                                            |
| <b>Planned Maintenance Hours</b>     | The period between 10pm and 6am UK time.                                                                                                                          |
| <b>Service</b>                       | The Onecom SMS Service enables the Customer to send Short Messages.                                                                                               |
| <b>Short Message (or SMS)</b>        | A text message of up to 160 characters that can be sent to and received by mobile phones.                                                                         |
| <b>Statement of Work (or SoW)</b>    | Statement of work for the provision of the Service containing a detailed description of the services to be provided.                                              |
| <b>Unsolicited Traffic</b>           | SMS messages sent on an unsolicited basis to an end user without their prior consent, including messages which would reasonably be identified as "spam".          |
| <b>Usage Cost</b>                    | The additional Charges incurred by the Customer based on the volume and destination of SMS messages sent using the Service.                                       |

2.2 The rules of interpretation set out in the General Terms apply to these Onecom SMS Service Service Terms.

## 3. The Service

The Onecom SMS Service enables the Customer to send SMS messages to mobile numbers across supported networks. The Customer will be provided with secure API credentials to access the Service. Onecom provides the necessary transmission infrastructure to deliver SMS messages reliably and provides assistance and guidance to ensure the Service operates effectively.

## 4. Service availability

- 4.1 Onecom will use reasonable endeavours to ensure sufficient transmission capacity and connectivity to supported networks.
- 4.2 Service performance is dependent on third-party network operators. While Onecom will use reasonable endeavours to maintain service quality, it cannot guarantee the Service will be free from interruptions, delays, or transmission failures.
- 4.3 Where the Customer notifies Onecom of significant transmission failures, Onecom will investigate promptly. Where appropriate, Onecom will rectify issues within its own systems or liaise with relevant third-party network operators to resolve the matter as soon as reasonably possible.

## 5. Customer Obligations and Restrictions on Use

- 5.1 The Customer shall provide Onecom with all reasonable cooperation and assistance as may be necessary in order to facilitate the provision of the Service.
- 5.2 The Customer shall only use the Service strictly in accordance with the agreed Statement of Work (if any) and Onecom's Acceptable Use Policy.
- 5.3 The Customer shall:
  - 5.3.1 monitor its monthly SMS traffic to ensure usage remains within any agreed bundle limits;
  - 5.3.2 where reasonably possible, maintain regular and consistent traffic patterns;
  - 5.3.3 notify Onecom in advance of any anticipated or planned increase in messaging volumes which may exceed agreed limits;
  - 5.3.4 upon request, provide forecasts of expected SMS traffic, including monthly volumes and peak throughput;
  - 5.3.5 be solely responsible for the content of any SMS transmitted via the Service;
  - 5.3.6 obtain and maintain all necessary licenses, permissions and consents required to send the content contained within its SMS messages;
  - 5.3.7 ensure that in circumstances where the Customer presents an SMS message as coming from a certain number / name not allocated to it as part of the Service, that:

5.3.7.1 the Customer has obtained written consent from the allocated owner for its use as a number / name;

5.3.7.2 such consent has not been withdrawn; and

5.3.7.3 the Customer possesses all necessary permissions in respect of the number and/or name in question. The Customer shall upon reasonable request from Onecom provide Onecom with evidence of such permission.

5.3.8 not exceed the API per second message limit as defined in the API Specifications.

5.3.9 promptly provide Onecom upon request with any information or assistance reasonably required to diagnose and/or remedy any fault with the Service; and

5.3.10 co-operate with Onecom in relation to any reasonable requests to address complaints received from third parties, including network operators.

5.4 The Customer shall not, and shall ensure its Users do not, use the Service:

5.4.1 fraudulently, in connection with a criminal offence, to send Artificially Inflated Traffic, or to send messages which are offensive, abusive, menacing, obscene, threatening, or otherwise unlawful;

5.4.2 to send Unsolicited Traffic (spam);

5.4.3 to send any SMS message that misrepresents or falsifies the sender's identity, including spoofing, masking, or using a company name, brand, or header without appropriate authority or consent;

5.4.4 to send SMS messages using a sender ID or branding that does not reasonably relate to the Customer's company name, brand, or an authorised third party for whom consent has been obtained;

5.4.5 to send SMS messages that infringe the Intellectual Property Rights of any third party;

5.4.4 in a manner which conflicts with Applicable Law, industry codes of practice, or regulatory requirements; or

5.4.5 in any way that may adversely affect the integrity or security of the network or the services Onecom provides to other customers.

5.5 Without prejudice to Onecom's rights or remedies elsewhere in the Contract, in the event the Customer breaches this clause 5, or where Onecom has grounds to suspect that the Customer is in breach, Onecom, and/or a network third party carrier, may at Onecom's sole discretion:

5.5.1 block or suspend SMS messages where sender identity or branding is misleading or unauthorised;

5.5.2 request evidence of consent where the Customer is acting on behalf of a third party; and/or

5.5.3 immediately suspend or terminate the Service (in whole or in part) without prior notice.

## 6. Usage Costs

6.1 The Customer shall pay all Charges in accordance with the Contract and shall promptly notify Onecom of any changes in its billing information or contact details.

6.2 SMS bundles are provided on a monthly basis. Any unused SMS bundle allowance remaining at the end of a billing period will expire and will not be rolled over or carried forward to the subsequent month.

6.3 All SMS messages submitted via the Service will count towards any SMS bundle allowance , whether successfully delivered or not.

6.4 Charges are exclusive of VAT and all other taxes, levies, or duties. Each party remains responsible for its own taxes.

6.5 A single SMS message is limited to 160 characters. Any SMS messages exceeding this limit will be split into smaller, linked segments. Each segment is billed as a separate SMS message. For example, a 170-character message will be sent as two segments and charged as two SMS messages. Onecom may amend the character limit to reflect supplier requirements upon request.

6.6 Onecom may include amounts from previous periods not previously invoiced, provided they are billed within 12 months of the original usage.

6.7 The Customer remains responsible for payment of all invoices, regardless of whether the Customer has recovered charges from its own clients or end-users.

6.8 Additional Charges, as detailed in the Price Guide (**Usage Cost**), will apply to any usage of the Service that exceeds the prescribed limits of the Customer's bundled allowance for a current billing period

6.9 The Usage Cost shall be invoiced and payable monthly in arrears in relation to the usage during the relevant month.

6.10 The Customer acknowledges that there may occasionally be a delay in the receipt from the underlying network operator of information about certain message types and that the cost of such messages may need to be included in invoices relating to subsequent months. Onecom shall use reasonable endeavours to ensure that this information is included on a monthly invoice as soon as reasonably practicable.



## 7. Service management

### 7.1 Reporting an Incident

- 7.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 7.2) must be logged via telephone call only and can be logged seven days a week, 24 hours a day (including bank holidays).
- 7.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 7.2) may be logged by telephone, on OneCloud or via email during Business Hours.
- 7.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:
- (a) the reporter's name and telephone number;
  - (b) the affected Site (including postcode);
  - (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
  - (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.

### 7.2 Incident Priority

Onecom shall categorise an Incident in line with the following criteria.

| Priority Level Description                                                                       | Example                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Priority 1</b><br><br>Total loss of functionality of the Service.<br>All Users are impacted.  | Service is completely unavailable<br>for use by the Customer                                                                                                  |
| <b>Priority 2</b><br><br>A substantial impact/degradation of the<br>Customers use of the Service | Partial outage, intermittent or unstable<br>connection                                                                                                        |
| <b>Priority 3</b><br><br>Impact on the quality of the Service                                    | Component failure or functional loss<br>resulting in limitation to Customer's<br>operations. Moderate limited impact to<br>the Customer's business operations |

|                                                       |                                                                                                       |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Priority 4</b><br>Incident affecting a single User | An Incident impacting a single User or a problem where assistance is required to aid trouble shooting |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

## 7.3 Incident Response Time Targets

7.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

| Incident Priority | Incident Response Time Target |
|-------------------|-------------------------------|
| Priority 1        | 4 Business Hours              |
| Priority 2        | 6 Business Hours              |
| Priority 3        | 8 Business Hours              |
| Priority 4        | 12 Business Hours             |

7.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for other information reasonably required by Onecom in order to progress the response to an Incident.

## 8. Exclusions

8.1 The Incident response time targets do not apply to any unavailability, suspension or termination of the Services:

- 8.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
- 8.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
- 8.1.3 caused by a Force Majeure Event;
- 8.1.4 that results from any acts or omissions of the Customer;
- 8.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
- 8.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

**9. Fraud**

9.1 In the event the Customer becomes aware of, or reasonably suspects fraudulent use of the Services, it shall immediately:

9.1.1 stop using the impacted Services; and

9.1.2 notify Onecom.

9.2 The Customer acknowledges and agrees that:

9.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;

9.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:

(a) Onecom shall have no liability to the Customer; and

(b) Onecom's sole obligation to the Customer is to (at the Customer's cost):

(i) reasonably cooperate with the Customer upon request; and

(ii) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;

9.2.3 it shall remain solely responsible for all expenses and liabilities, including usage cost charges, relating to the fraudulent use of the Services.

**10. Disclaimer**

10.1 The Service is provided on an "as is" and "as available" basis and without warranty of any kind, express or implied, including but not limited to the implied warranties of merchantability, quality, uninterrupted or error-free, or fitness for a particular purpose, all of which are expressly disclaimed.

10.2 Onecom additionally disclaims all warranties related to the underlying services provided by any other third-party provider. The Customer acknowledges that Onecom exercises no control over, and disclaims any responsibility for, the networks of third-party telecommunications providers used to transmit SMS messages.

**11. Planned and Emergency Maintenance**

11.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days' advance notice of any planned maintenance.

11.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform



the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom's carrier partners to discourage maintenance without notification.

- 11.3 Emergency maintenance shall, shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.