

onecom

Zendesk Service Terms



1 General

- 1.1. Onecom is a non-owner re-seller of the Services and is authorised to re-sell the Services pursuant to a reseller agreement entered into between Onecom and Zendesk.
- 1.2. These Zendesk Service Terms should be read in conjunction with all other terms of the Contract.

2 Interpretation

- 2.1 Terms defined in the Contract and used in these Zendesk Service Terms shall have the meaning set out in the Contract. The following definitions shall also apply to these Zendesk Service Terms and any associated elements of the Contract:

Account	an account that enables the Customer to access and use the Services;
Associated Services	products, services, features and functionality designed to be used in conjunction with the Zendesk Services, but which are supplemental to the Zendesk Services;
Services	the Zendesk Services and (where applicable) any Associated Services;
Zendesk Subscription Services Agreement	the Zendesk subscription services agreement at https://www.zendesk.co.uk/company/agreements-and-terms/reseller-terms-of-service/#reseller-access-to-services (or such other online address as Onecom notifies the Customer of) and any addendums applicable to any Associated Services, as may be amended from time to time by Zendesk;
Zendesk Services	the cloud-based customer relationship management software; and
Zendesk	Zendesk, Inc., a Delaware corporation with offices at 989 Market Street, San Francisco, CA 94103, USA and its affiliated companies.

- 2.2 The rules of interpretation set out in the Contract apply to these Zendesk Service Terms.

3 Provision of the Services

- 3.1 The Service will be delivered and managed remotely unless agreed otherwise by Onecom in writing, and for which additional charges may apply.
- 3.2 Any professional services purchased by the Customer in connection with the configuration of the Services shall be detailed in the Commercial Terms.
- 3.3 The functionality associated with the Zendesk Services depends on the Associated Services purchased by the Customer as detailed in the Commercial Terms.

4 Customer Obligations

- 4.1 It is the Customer's responsibility to ensure that its internal network or internet connection is configured to support the Services and meets the applicable minimum requirements set out in the Zendesk Subscription

Services Agreement or as otherwise communicated to the Customer by Onecom or Zendesk from time to time.

- 4.2 The Customer agrees and accepts that it is a condition of the Contract that the Customer adheres to the terms of the Zendesk Subscription Services Agreement.
- 4.3 The Customer shall ensure that all Users comply with the Zendesk Subscription Services Agreement.
- 4.4 The Customer shall immediately notify Onecom in the event it becomes aware of, or reasonably suspects that, a User has breached the Zendesk Subscription Services Agreement.

5 Account

- 5.1 The Customer acknowledges and agrees that:
 - 5.1.1 it shall allow access and use of the Account to authorised persons only;
 - 5.1.2 it shall be solely responsible for monitoring and managing access to the Account and remain solely liable for all acts, omissions, and activities conducted on or through the Account;
 - 5.1.3 neither Onecom nor Zendesk shall be liable for any loss or damage arising from unauthorised use or access to the Account and it shall hold Onecom and Zendesk harmless for any claims arising from such unauthorised use or access; and
 - 5.1.4 it shall immediately notify Onecom in the event it becomes aware of any unauthorised access to the Account or the Services.

6 Support

- 6.1 Support for the Services shall be provided by Zendesk. Onecom may, at its sole discretion, assist the Customer with obtaining support from Zendesk.
- 6.2 The provision of assistance pursuant to clause 6.1 by Onecom is subject to the Customer providing as much information as is reasonably necessary to enable Onecom to respond to the request, including (but not limited to) written authorisation from each of the Customer and Zendesk for Onecom to access and use the Customer's Zendesk tenant.
- 6.3 Onecom shall have no liability to the Customer of any kind with respect to any support provided to the Customer by Zendesk and assumes no responsibility for the reliability or performance of any support provided by Zendesk.

7 Training

The details of any training related to the Services to be provided to the Customer by Onecom will be detailed in the Commercial Terms.

8 Disclaimer

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, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the Service will meet the Customer's requirements, all of which are expressly disclaimed.

9 Assignment

In the event the Services are terminated for any reason, and upon the request of Zendesk, the Customer agrees that any or all of its rights and obligations under the Contract (to the extent it governs the Services) shall be assigned to Zendesk.

10 Suspension and Termination

10.1 The minimum notice period for termination of the Services without cause is 90 days.

10.2 Without prejudice to the suspension and termination rights in the Contract (including in clause 10.1 above), Zendesk may suspend the Customer's access to and/or use of the Services pursuant to the Zendesk Subscription Services Agreement.