

# Solution Terms for Smartnumbers (formerly known as Orange smartnumbers®)



## 1. Interpretation

1.1 This Solution is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The Smartnumbers Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	The parties must agree the Smartnumbers Statement of Requirements prior to provision of this Solution by EE. This forms part of these Solution Terms.

## 2. Definitions

Office Hours	Working Days 08:30 to 17:30.
Smartnumber*	A Smartnumber. *smartnumbers® is a registered trade mark of Resilient Networks plc.
Subscriber	The person to whom a Smartnumber is allocated and who is authorised by the Customer to log onto the Services.
Support Team	The Smartnumbers Support Team.
Website	The Smartnumbers website at <a href="http://www.ee.co.uk/smartnumbers">www.ee.co.uk/smartnumbers</a> (or such other URL as EE may notify to the Customer from time to time).

## 3. Smartnumbers - the Solution

3.1	Solution Requirements	One Smartnumber per Subscriber	The Customer is required to purchase from EE, one Smartnumber for each Subscriber of the Solution. Subscribers assigned to receive calls from a Smartnumber must have their own Smartnumber.
		Internet access and electricity supply	The Customer shall provide at its own cost appropriate electricity supply and Internet access with suitable security measures in place to access the Website and for Subscribers to log onto the Website to access and manage the Solution, where web access is required.
		Devices	Customer is not required to purchase any new devices. Customer can configure calls received by Smartnumbers onto any new or existing mobile handset, mobile dialable telephone number or fixed line irrespective of carrier within the United Kingdom (subject to the restrictions set out in these Solution Terms).
3.2	Website	EE shall provide the Website providing general service and support information and Frequently Asked Questions. Access to the Website is subject to such terms and conditions as may be notified to the Customer on the Website from time to time.	
3.3	Training	EE shall provide training materials online for the use of the Solution but for the avoidance of doubt this does not include live on-line training.	
3.4	Management reporting	Customer may elect to receive standard monthly reports on performance of the Smartnumbers free of charge. Samples of these reports can be viewed on the Website.	

## 4. Customer Obligations

4.1	Customer obligations	<p>a. The Customer shall (and shall procure that its Subscribers shall) configure the Smartnumbers by logging onto the Website or may do so by a telephone call to the Support Team.</p> <p>b. The Customer shall:</p> <ul style="list-style-type: none"><li>i. maintain, at its own expense, policies of insurance against public liability and other third party liability in connection with any injury (including death) loss or damage to any persons arising out of or in connection with the Customer's use of this Solution; and</li><li>ii. appoint a Customer Representative who shall have the authority to contractually bind the Customer on matters relating to the Solution and shall notify such Customer Representative to EE in writing. Changes shall be promptly notified to EE in writing.</li></ul>	
4.2	Indemnity	The Customer shall indemnify and keep EE indemnified for any and all losses, costs, expenses, damages, fines, liabilities, claims, actions and other liabilities which EE may suffer as a result of the Customer's failure to comply with its obligations under the Agreement relating to or in connection with this Solution.	

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## 5. Term and Termination

5.1	Minimum Connection Period	The Minimum Connection Period of each Smartnumber shall commence from the date that the Smartnumber is Connected to a Subscriber's device. The Solution is not co-terminus with other Smartnumbers and each Connection of a Smartnumber will run for the Minimum Connection Period.
5.2	Termination	In addition to the termination rights set out in the Agreement, EE reserves the right at any time and without liability to the Customer to Disconnect an individual Smartnumber where the Customer has, in EE's reasonable opinion, used that EE Smartnumber in breach of the Agreement. Termination Charges shall apply where such termination takes place during the Minimum Connection Period for the relevant Smartnumbers(s).
5.3	Consequences of Termination	EE reserves the right to reallocate Disconnected Smartnumbers at a future point in time, after a reasonable period of quarantine.
5.4	Termination Charges	<b>Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of a Smartnumber:</b> Number of months remaining in the Minimum Connection Period for the applicable Smartnumber x Smartnumber Subscription Charge per month.

## 6. Technical Support

6.1	Customer helpdesk	IT	Customer's internal IT helpdesk shall provide first line support to Subscribers and a technical point of contact (or other appointed representative) for EE with sufficient technical knowledge to assist with installation, implementation, maintenance and ongoing support of the Solution during Office Hours.
6.2	Escalation		If the Customer's helpdesk is unable to resolve an issue, the Customer may escalate the issue to the Support Team. The Support Team will be available during Office Hours. The Support Team shall use its reasonable endeavours to resolve any issues properly escalated in a timely manner with reference to the priority of the fault. Customer shall provide written notification of the fault if requested to do so by the Support Team.
6.3	Exceptions		EE has no responsibility for faults which in its reasonable opinion result (directly or indirectly) from: <ul style="list-style-type: none"> <li>a. any Customer Equipment;</li> <li>b. improper or unauthorised use of the Solution or interference with the Solution by the Customer; or</li> <li>c. breach of the Customer's obligations under the Solution Terms or Agreement.</li> </ul> EE may charge the Customer reasonable repair fees (including the cost of replacement equipment) to rectify any faults resulting from the above.
6.4	Timeframes		The Support Team will inform the Customer of timeframes for fault rectification and will keep the Customer updated on any changes to the timeframes.
6.5	Contact details		First line support: Customer IT helpdesk / technical point of contact or representative. Second line support: The Website provides general service and support information and FAQs. Third line support: The Support Team on 0845 425 4444 or HelpDesk@Smartnumbers.com available to IT Helpdesk personnel only during Office Hours. Fourth line support: EE Account Manager during Office Hours. Contact details for the Customer's first line support will be set out in the Statement of Requirements. Changes shall be promptly notified to EE in writing.

## 7. Confidentiality and Data Protection

7.1	Data Protection		The Customer acknowledges and agrees that it is a Data Controller (whether acting by itself or through any of its Subscribers, team administrators or Customer Representative) for the content of voicemail messages received by Smartnumbers and that EE and/or its third party supplier will process and store such content in accordance with the Customer's instructions.
7.2	Third Party Suppliers		In providing the Solution, EE and/or its third party supplier may have access to Customer's and/or Subscribers' Personal Data for which the Customer is the Data Controller. Such information may be confidential to the Customer, Subscribers or end users and/or may constitute Personal Data or Sensitive Personal Data. EE will ensure that it and its third party supplier shall: <ul style="list-style-type: none"> <li>a. observe the confidential nature of such information on terms that are no less onerous than those that apply to EE under the Agreement or Solution;</li> <li>b. process such Personal Data only for the purposes of providing the Solution to the Customer;</li> <li>c. apply appropriate technical and organisational measures to safeguard against any unauthorised access, loss, destruction of or damage to such Personal Data.</li> </ul> The Customer acknowledges and accepts that the third party supplier may contact Subscribers directly in connection with the Solution including its operation, communication and service updates.
7.3	Customer Data	Additional Protection	If the Customer chooses to archive or copy to email voicemail messages received by Smartnumbers, the Customer:

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	Obligations	<p>a. hereby consents to and authorises the secure storage of the voicemail messages by EE and/or its Sub-contractors on behalf of EE where requested by the Customer;</p> <p>b. warrants that it has given to Subscribers and end users all necessary information (including without limitation about the purpose and duration of the archiving) and has obtained from Subscribers end users all necessary consents;</p> <p>c. warrants that the Customer Representative and/or team administrators will only configure the Smartnumbers(s) to permit voicemail messages received to be copied to designated email addresses which meet all data security requirements of the Data Protection Legislation; and</p> <p>d. acknowledges and agrees that it is a Data Controller for the content of the voicemail messages where the Customer directs the archiving of these to personal voicemail or the copying to email to the personal email address of a Subscriber, and that EE has no involvement or responsibility in the processing of the Personal Data and/or Sensitive Personal Data in these circumstances.</p> <p>Nothing in this clause 7.3 shall be construed as to limit the Customer's obligation to comply with the Data Protection Legislation in all respects.</p>
7.4	Definitions	<p>In this clause 7, the terms 'Personal Data', 'Sensitive Personal Data', 'Processing' and 'Data Controller' shall have the meaning attributed to those terms in the Data Protection Act 1998.</p>

## 8. Solution Restrictions and Limitation of Liability

8.1	Restrictions	<p>a. Smartnumbers may be configured to deliver calls to any UK mobile and fixed-line number. However, Smartnumbers must not be used to deliver calls to international numbers or numbers beginning with 09, 08 (except 0800, 0808, 0845 and 0870 which are acceptable), 070 or 118. EE may from time to time notify the Customer in writing of additional number types which may not be configured to receive calls from a Smartnumber.</p> <p>b. No Airtime Fund, Technology Fund or other Connection credits or funds are payable or can be used in conjunction with this Solution.</p> <p>c. Subscribers may not change the Services from which they benefit under this Solution and any such requests must be submitted to EE via the Customer Representative.</p> <p>d. Insurance propositions sold by EE or provided on behalf of EE, as described at <a href="http://www.ee.co.uk/business/terms">www.ee.co.uk/business/terms</a>, do not apply to this Solution</p>
8.2	Emergency Calls	<p>Emergency service calls should not be routed to a Smartnumbers. In the event that the emergency service number (112 or 999) is routed to a Smartnumbers, EE accepts no responsibility whatsoever for the handling of the call.</p>
8.3	Security	<p>a. To protect the security of the Solution or to stop any suspected abuse, EE reserves the right to change passwords or suspend access to the Solution.</p> <p>b. EE will not be held liable for any Customer losses as a result of restrictions imposed for security reasons. The Customer must ensure that the Customer Equipment it uses with the Solution is protected by suitable security measures.</p>
8.4	Liability	<p>a. EE recommends software for use in connection with the Solution as set out in the Solution Description. If the recommended software is not used with the Solution, the Solution may not operate with full functionality and EE may be unable to remedy faults arising for which it accepts no liability.</p> <p>b. The Customer takes full responsibility for the configuration of the Smartnumbers by the Subscribers and EE shall have no liability of any sort arising from the incorrect configuration by any Subscriber via the Website or the incorrect input of configuration data communicated by the Customer and/or its Subscribers to the Support Team.</p>