

# Sure (Isle of Man) Limited

## Sure Cloud Voice Terms and Conditions

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The Sure (Isle of Man) Limited (“**Sure**”) Cloud Voice Terms and Conditions should be read in conjunction with Sure’s:

- General Terms and Conditions;
- the Order Form;
- Acceptable Use Policy; and
- Service specific Terms and Conditions for Sure Access Bearers (e.g. broadband, leased lines or Ethernet Connect),

all of which apply.

Where there is a conflict, these Sure Cloud Voice Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at [www.sure.com/isleofman/terms-and-conditions](http://www.sure.com/isleofman/terms-and-conditions).

### 1 **Service Overview**

The Service consists of a Cloud based telephony service that delivers voice services to your IP end points connected to the Service with associated equipment and includes the facility to make and receive calls.

### 2 **Information and Permissions**

2.1 You confirm that in respect of the Service:

2.1.1 We may install and keep the Service and Sure Equipment and/or the Customer Premises Equipment at the Premises and have reasonable access to it;

2.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Service until its removal;

2.1.3 You shall give us no less than seven (7) Working Days’ notice of any change of billing address, contact address or contact number;

2.1.4 We may assign your Service with a Service Number(s), as well as associated Service features, in order for you to access the Service but at no time will ownership of the Service Number(s) or features be transferred to you.

2.1.5 You shall provide us with any information required to set up the Service without undue delay.

2.2 If you take out a new Service, you can request that we put your name, address and Service Number in the alphabetical section of the Telephone Directory. You agree that we will also

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provide the information to relevant third parties for inclusion in the Directory Enquiry Service and also in printed form in other directories.

- 2.3 If you move your Service to us from another provider, we will not make any changes to your name, address and Service Number in the alphabetical section of the Telephone Directory unless you ask us to do so. Where you ask us to make any changes to the Telephone Directory on your behalf, we shall be entitled to charge you a reasonable fee.
- 2.4 You may be required to pay an additional charge for any additional or special entries that we agree to provide in the alphabetical section of the Telephone Directory on your behalf for which you will be billed directly by us.

**3 Access to Premises**

- 3.1 You shall let us enter your Premises for the purpose of installing, maintaining or removing the Service as long as we show you our identity badge. We shall use reasonable endeavours to comply with any reasonable security and health and safety requirements in respect of your Premises. You shall be responsible for the safety of our representatives whilst on your Premises.
- 3.2 Should you fail to be available to grant us access to your property to fulfil a confirmed installation appointment without notifying us in writing no less than 24 hours prior to the agreed appointment date and time, we may charge you abortive site visit fees.
- 3.3 Where Emergency Maintenance is required to be carried out by us at your Premises, you acknowledge and accept that we may need to urgently access your Premises. We shall endeavour to give you as much notice as is reasonably possible.
- 3.4 For Planned Maintenance to be carried out by us at your Premises, we shall provide you with no less than two (2) Working Days' notice.
- 3.5 For Unplanned Maintenance to be carried out by us, we shall endeavour to give you twelve (12) hours' notice.

**4 Provision of Service**

<b>Service</b>	<b>Action</b>	<b>Target lead time</b>
Sure Cloud Voice	Install	3 weeks *access method may cause variations to installation time.

\*Variations can occur due to access method installation. If a wayleave is required or fibre needs to be installed on the premises, delays may occur. If fixed number portability (FNP) is required, the porting process could impact the delivery timescales. Standard delivery timescales are for guidance only and cannot be guaranteed.

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- 4.1 We will provide you with the requested Service in accordance with these terms and conditions.
- 4.2 The Service Delivery Date shall be the timeframe agreed with you in writing or within the maximum time for provision as stated above.
- 4.3 Requests made to us relating to the provision of the Service that are made in writing must be sent to:
- 4.3.1 Sure (Isle of Man) Limited, Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG; or
- 4.3.2 by email to [iombusiness@sure.com](mailto:iombusiness@sure.com).
- 4.4 If you require any work for the provision of your Service to be undertaken outside of the Normal Working Hours, then a charge will be made based on the applicable hourly rate. Please contact your Sure account manager for our current Price List.
- 4.5 Where the installation and provision of the Service is delayed by you, your employees, subcontractors or agents, we will provide a new Service Delivery Date as soon as reasonably practicable. We shall be entitled to charge for any abortive work as a result of such delays to the Service Delivery Date. Any non-availability of the Service due to your delay shall be excluded from the measurement of Service delivery or Fault repair times.
- 4.6 We will provide the Service to the NTU which is normally placed up to three (3) metres inside your Premises. Where you request a different location in your Premises, we shall try to meet this requirement but we reserve the right to make an extra charge for undertaking this work. All internal wiring, including extension wiring, additional sockets, structured cabling and use of your Customer Premises Equipment, are not covered by the provision of the Service and will be your responsibility. The provision of such equipment and internal wiring may be covered by separate terms and conditions documents and, where relevant, these additional terms and conditions will apply.
- 4.7 If you wish to transfer your existing Service Number to us, you will need to provide us with the necessary authorisation so that we can undertake this process on your behalf. This process is known as Fixed Number Portability (FNP).
- 4.8 All Services allow access to the Isle of Man emergency services and caller location information. Such access may be subject to the availability of a power supply to the line and alternative arrangements are your responsibility in the event of a power failure.

**5 Your Use of the Service**

- 5.1 You shall:

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- 5.1.1 ensure that your Customer premises Equipment is only connected to the Services via the NTU;
  - 5.1.2 allow us full and convenient access to the Sure Equipment and/or Customer Premises Equipment and/or NTU as appropriate, as well as the associated wiring at all reasonable times in order to rectify any Fault with the Service that you report to us;
  - 5.1.3 use all Sure Equipment and/or Customer Premises Equipment connected to the Services in accordance with the manufacturer's instructions and recommendations; and
  - 5.1.4 be responsible and liable for all damage or loss caused to us or any third party as a result of your misuse of the Service or any failure by you to comply with this Agreement, other than loss or damage caused directly by the grossly negligent acts of Sure.
- 5.2 You shall not tamper with, move, modify, or interfere with the Sure Equipment and/or Customer Premises Equipment and/or NTU as appropriate or any associated wiring without our written consent.

**6 Charges and Payment**

- 6.1 You must pay us for your Service by Direct Debit. If you do not currently pay for any Sure Services by Direct Debit, you will be required to complete a Direct Debit mandate when you sign up for the Service.
- 6.2 Should you wish to take Enhanced Support, an additional fee will apply. Please contact your Sure Account Manager for details. Prices for the Service are published on Sure's website at [www.sure.com](http://www.sure.com).
- 6.3 Call charges will be calculated, except where we otherwise determine, using the details provided by us, based on our published tariffs available at [www.sure.com](http://www.sure.com).
- 6.4 The call duration shall be the duration from time of call initialisation to call termination and will be rounded up to the next 60 second interval.
- 6.5 Chargeable calls will be charged on a per minute basis from the start of the call and may include a call set-up fee.
- 6.6 Any chargeable events, the details of which are not available when the bill is prepared shall be included in a bill no later than the third monthly bill after the chargeable events occurred, unless a previous written agreement has been reached with you.
- 6.7 Unless otherwise stated, all prices displayed are exclusive of VAT.

**7 Faults and Service Care Levels**

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Fault Support	You may report Faults to us via our Sure's Service Operations Centre on <a href="mailto:serviceoperations@sure.com">serviceoperations@sure.com</a> or 01534 752310, 08:00 – 17:00 Monday to Friday excluding Public/Bank Holidays. Alternatively, you can contact us via the help section on <a href="http://www.sure.com">www.sure.com</a> .
Fault Cover	During Normal Working Hours 08:00 – 17:00 Monday to Friday, excluding Public/Bank Holidays, we will respond to a Fault within 8 hours of receipt of a Fault report.
Fault Resolution	By 17:00 next Working Day.
Enhanced Support Cover	If you are an Enhanced Support customer, for weekend and out of hours cover, please contact Sure's Service Operations Centre on <a href="mailto:serviceoperations@sure.com">serviceoperations@sure.com</a> or 01534 752310. This operates on a 24 hours, 7 days a week, 365 days a year basis, and includes out of hours engineering attendance.
Enhanced Support Resolution	A Fault will be cleared in 6 hours.

- 7.1 Where a resolution cannot be made at the time of reporting, then we will ask you to provide us with contact details to enable progress on Fault resolution to be made. We will:
- 7.1.1 provide advice by telephone;
  - 7.1.2 carry out tests and diagnostics on the Service;
  - 7.1.3 arrange for a technician to visit your Premises or work at another location on our Telecommunications Network if required;
  - 7.1.4 work to resolve the Fault within the agreed time period as stated in paragraph 7.
- 7.2 Faults on equipment which we are responsible for maintaining, will be corrected by repair or, at our option, by replacement in whole or in part; expended consumable items will be replaced and a charge will be made for the new items.
- 7.3 Where you request us to carry out work to remedy a Fault on equipment which we are responsible for maintaining, but no such Fault is found to exist, you will be charged for the visit.
- 7.4 If our staff are available, we may, at your request, continue to work on the Fault beyond our standard Fault Cover times, without a break. We will make additional charges for the extra out of hours engineering work, in accordance with our Price List.
- 7.5 We have the right to charge you for any Faults attended to (at your request) outside of the Fault Cover times at the applicable rates defined in our Price List.

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7.6 Our Price List provides further information regarding the relevant charges for attending to chargeable Faults. Please contact your Sure account manager for our current Price List.

7.7 We are not liable to you in respect of any quality or availability issues with any part of this Service where call routing utilises IP. Call quality and availability can be subject to factors outside of our control e.g. bandwidth contention or quality of service (QoS).

**8 Service Care Level Guarantee**

8.1 We aim to provide a continuous, high-quality Service and will make every reasonable effort to meet contracted Service Care Levels.

8.2 Where we fail to meet a contracted Service Care Level, you may be entitled, at our discretion, to claim for a Service Credit.

8.3 The value of the Service Credit is calculated by the VAT exclusive monthly Service Rental for the affected Service or equipment, multiplied by 12 and divided by 365 to arrive at the Daily Rate. The Daily Rate will be multiplied by the number of days that you are entitled to claim for.

8.4 Service Credit will only be based on the product(s) affected by a Fault. Any Service Credit will be applied as a rebate to your Sure account.

**9 Service Credit Review**

9.1 You must request each Service Credit in writing to us within thirty (30) days of the occurrence of the Fault, providing details of the Service and/or equipment affected. We shall investigate your request and confirm in writing acceptance, or otherwise, of the Service Credit within thirty (30) days. The value of any accepted Service Credits shall be applied to your Sure account.

9.2 You shall not be entitled to a Service Credit if any of the following has occurred or is deemed by us to have occurred:

9.2.1 The Fault or failure to meet a specific Service Care Level was caused by the actions or omissions of you, your employees, subcontractors, agents or representatives;

9.2.2 We temporarily suspended the delivery of any Service because we reasonably believed it was necessary to do so for reasons of health and safety or the quality of any Telecommunications Services provided by us to you or other Sure customers;

9.2.3 Planned outages or scheduled maintenance; or

9.2.4 Events outside of our control such as, but not limited to, cables damaged by lightning, water ingress or actions of third parties.

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### 10 **Suspension**

We may suspend the Service in accordance with the rights set out in our General Terms and Conditions.

### 11 **Term and Termination**

11.1 The Initial Term applicable to the Service is either 12 or 36 months and will be stated on your Order.

11.2 If you allow the Initial Term for the Service as stated on your Order to elapse without agreeing to an additional 36 month contract term by signing a new Sure Cloud Voice Order, you will be charged at the relevant 12-month Initial Term rate for continued use of the Service.

11.3 Either party may terminate the Service in accordance with the General Terms and Conditions.

### 12 **Data Protection**

12.1 You acknowledge that for the purpose of the Data Protection Laws:

12.1.1 Sure is the Processor and you are the Controller in respect of the Personal Data; and

12.1.2 Part A of the Schedule to these Sure Cloud Voice Terms and Conditions set out the scope of the processing carried out by us under this Agreement.

12.2 Both parties warrant that they will duly observe all their obligations under the Data Protection Laws on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data. Both Parties shall also duly observe and follow the relevant and applicable Data Protection Laws. In this clause 12, the terms "Process", and "Processing" shall be understood in their meanings as assigned by the applicable Data Protection Laws. The term "Subprocess" shall have the same meaning given to the terms "Process" in the Data Protection Laws.

12.3 Without limiting clause 12.1, if you pass to Sure, or otherwise give Sure access to, Personal Data under this Agreement, Sure:

12.3.1 will not Process Personal Data held by it under this Agreement except in accordance with this Agreement or otherwise on your written instructions;

12.3.2 will acquire no rights or interest in the Personal Data and will return such Personal Data to you on demand;

12.3.3 will ensure that its employees will maintain proper records of the Processing of any Personal Data received from you or from a third party on your behalf;

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- 12.3.4 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 12.3.5 will not transfer any Personal Data received from or on behalf of you under this Agreement outside the European Economic Area or an approved “White List” country (or successor EU approval) except with your prior written consent and in accordance with any additional terms you may impose on such transfer.
- 12.4 Sure shall ensure that the Personal Data is kept secure, and shall use all reasonable security practices and systems applicable to the use of the Personal Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Personal Data.
- 12.5 Sure shall take reasonable precautions to preserve the integrity of any Personal Data processed by it and to prevent any corruption or loss of such Personal Data.
- 12.6 Sure shall:
  - 12.6.1 only make copies of the Personal Data to the extent reasonably necessary for the provision of the services under this Agreement (which, for clarity, includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the Personal Data);
  - 12.6.2 not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Personal Data other than for the provision of the services under this Agreement; and
  - 12.6.3 not do anything that may materially damage your reputation.
- 12.7 Sure warrants and represents that it will:
  - 12.7.1 having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
    - 12.7.1.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - 12.7.1.2 the nature of the Personal Data to be protected;
  - 12.7.2 discharge its obligations under this Agreement with all due skill, care and diligence.
- 12.8 Sure shall keep detailed, accurate and up-to-date records relating to the Processing by it of Personal Data provided by you and to the measures taken under clause 12.4, including the permissioning and control of the Personal Data, and books of account (“Records”).



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- 12.9 Sure shall permit you and your third-party representatives, on reasonable notice during Business Days to gain access to, and take copies of, the Records and any other information held Sure's premises or on Sure's system relating to the Service. Such audit rights may be exercised only once in any calendar year during the term of this Agreement.
- 12.10 Sure shall give all necessary assistance to the conduct of such audits during the term of this Agreement.
- 12.11 Audit access by any of your third-party representatives shall be subject to such representative agreeing confidentiality obligations equivalent to those in this Agreement in respect of the information obtained, provided that all information obtained may be disclosed to you.
- 12.12 If either party:
- 12.12.1 becomes aware of any unauthorised or unlawful Processing of the Personal Data or that any such Data is lost or destroyed or has become damaged, corrupted or unusable;
  - 12.12.2 becomes aware of any security breach affecting, or potentially affecting, the Personal Data; or
  - 12.12.3 learns or suspects that any security feature has been revealed to or obtained by any unauthorised person,
- that party shall, at its own expense, promptly notify the other party and fully co-operate with the other party to remedy the issue as soon as reasonably practicable.
- 12.13 Sure shall notify the other party in the event that it is subject to any data protection action or investigation by a data protection supervisory authority which may affect the Processing of data under this Agreement.
- 12.14 The parties acknowledge that the company identified in Part B of the Schedule is appointed by Sure to Subprocess the Personal Data (the "**Subprocessor**").
- 12.15 Sure confirms that it has entered into a written contract with the Subprocessor that contains terms substantially the same as those set out in this Clause 12, in particular, in relation to requiring appropriate technical and organisational data security measures;
- 12.16 Where the Subprocessor fails to fulfil its obligations under such written contract, Sure remains fully liable to you for the Subprocessor's performance of its agreement obligations.
- 12.17 Sure must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to you as you may reasonably require, to enable you to comply with:
- 12.17.1 the rights of Data Subjects under the Data Protection Laws, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

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12.17.2 information or assessment notices served on you by any supervisory authority under the Data Protection Laws.

12.18 Sure must notify you:

12.18.1 immediately if it receives any complaint, notice or communication that relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with the Data Protection Laws in relation to this Agreement; and

12.18.2 within 48 hours if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Laws in relation to this Agreement.

12.19 Sure will give you its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

12.20 In the event of changes to the Data Protection Laws that affect the provisions of this Agreement, the parties shall use reasonable endeavours to agree any required amendments to reflect applicable legislative requirements.

### **13 Security**

13.1 You acknowledge that use of the Service, like other network-based services, carries certain security risks to your systems and networks, the systems and networks of Sure and third parties, including misuse, unauthorised access, alterations, theft, fraud, destruction, corruption and attacks.

13.2 You will, at your own expense, take security measures including but not limited to use of firewalls, strong passwords, access restrictions, encryption, policies, and physical access restrictions to protect from the risks set out in Clause 13.1 of these Sure Cloud Voice Terms and Conditions, the Service, calls made over the Service and your network (including mobile devices), data and systems used in connection with the Service that are in your control. We are not responsible for any damage to devices or degradation in the Service due to your failure to ensure adequate security.

13.3 If any Customer Equipment and/or Sure Equipment is lost, stolen or likely to be used in an unauthorised manner:

13.3.1 you will immediately inform Sure; and

13.3.2 the parties will agree on the action to be taken including changing passwords and/or suspension of the Service.

### **14 Definition and Interpretation**

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Any capitalised term not defined in these Sure Cloud Voice Terms and Conditions shall have the meaning given to it in the General Terms and Conditions.

**“Cloud Voice”** means the cloud voice-based telephony service that delivers voice services to the customers IP end points connected to the Service.

**“Daily Rate”** means the monetary figure calculated from line, circuit or equipment Rental which is eligible for a Service Credit.

**“Data Protection Laws”** means all applicable privacy and data protection laws applicable to the performance of Sure’s obligations under this Agreement, including the Data Protection (Bailiwick of Guernsey) Law, 2017, the Data Protection (Jersey) Law 2018, Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018, the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales and/or the Territories relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

**“Directory Enquiry Service”** means a directory information service which is operator assisted and involves the operator looking up entries on a database or is available online for you to access yourself.

**“Enhanced Support”** means support 24 hours, 7 days a week, 365 days a year basis, 6 hour clearance of faults.

**“Fixed Number Portability”** means the process of porting fixed numbers from one telecommunications operator to another.

**“NTU” or “Network Terminating Point”** means any physical point of connection forming part of a telecommunications network at which another telecommunications network or where relevant, Sure Equipment and/or Customer Premises Equipment may be connected.

**“Personal Data”** means any information relating to an identified or identifiable natural person as defined by applicable Data Protection Laws in the Territories.

**“Service”** means the provision of the Sure Cloud Voice Service from the Sure Telecommunications Network to your Premises in accordance with these Sure Cloud Voice Terms and Conditions. It includes the facility to make and receive voice calls.

**“Service Care Level”** means the level of fault repair provided by us as part of a product or Service subscribed to by you as set out in paragraph 7.

**“Service Credit”** means an amount we will credit the customer for each whole or part day we are late in repairing a Fault according to the Service Care Level for any given line, circuit or equipment.

**“Sure Access Bearer”** means our physical access method that the Sure Cloud Voice service is delivered over to your premises.

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**“Telephone Directory”** means a telephone directory published by a third party from time to time.

**“Territories”** means the Bailiwick of Guernsey, Jersey and the Isle of Man.

**“we”, “us”, “our” or “Sure”** means Sure (Isle of Man) Limited.

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**SCHEDULE**

**Part A**

**Data Processing**

**Subject matter:** all Personal Data processed by Sure for you as is necessary for the purposes of the provision of the Cloud Voice Services as set out in this Agreement and as further instructed by you in relation to use of the Cloud Voice Services.

**Nature:** the processing consists of the following activities: sorting, saving, transferring, restricting, reviewing and deleting data.

**Purpose of processing:** the data is processed for the following purpose: for the purpose of the provision of the Cloud Voice Services by the Sure to you, as set out in this Agreement.

**Duration of the processing:** the data is processed for the duration of the Agreement plus any applicable time period specified to meet statutory obligations.

**Types of Personal Data:** data will include:

- Sure customer employee's names
- Sure customer employee's extension number and linked DDI number
- Sure customer employee's email address
- Sure customer employee's voicemails and voicemail password
- Sure customer employee's call data records
- Sure customer employee's administrator system username and password (if an admin user)

**Categories of data subject:** Sure customers (who are natural persons), employees of Sure's customers (who are natural persons).

**Part B**

**Subprocessor:**

Usethegeeks Limited incorporated and registered in The United Kingdom with company number 10280011 whose registered office is at 2 Slater Terrace, Burnley, Lancashire, BB11 1BU.