



Horizon

Terms and Conditions

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Terms & Conditions

Date of last update - 12th January 2018

These terms and conditions and those made available in clause 6.2 below apply to the Horizon service and, where appropriate, its add-on services, and are supplemental to your base supply agreement with Gamma, whose provisions continue to apply. In case of a conflict between the base supply agreement and these terms and conditions, the latter will apply.

Defined terms used that are not defined in these terms and conditions shall have the meanings attributed to them in the base supply agreement.

Setup of Service

1 Sale of this Service to the Company will be subject to certification by Gamma of the Company's competency in the sale and support of the Service according to the following provisions

1.1 A trial period may be arranged at the Company's option ahead of certification to enable product familiarisation and evaluation. Certification must be achieved at the end of the trial period prior to any sales by the Company to Customers or End Users being undertaken.

1.2 Certification by Gamma will be subject to a minimum of two of the Company's employees successfully completing a training programme for each of three areas, namely sales, technical, and support, together with a further training programme for any additional bolt on services the Company wants to take. Employees attending the training programme will be expected to pass a test at the end of the programme to demonstrate competence.

1.3 Training will be provided at Gamma's premises in Newbury, Berkshire or elsewhere as determined by Gamma. Training will be provided at the Company's cost, payable in advance of the provision of the training.

1.4 Certification of the Company for the Service will be at Gamma's sole discretion but will not be unreasonably withheld or delayed. Certification for the Service may be withdrawn by Gamma if in Gamma's reasonable opinion the Company's competency in the sale and support of the Service has been permanently impaired, for example by the termination of the employment of the relevant trained staff, or other similar events.

1.5 Gamma may require re-certification of the Company after the release of a major upgrade to the Service or where certification has been withdrawn by Gamma under the provisions of paragraph 1.4 above.

1.6 The Company acknowledges that support on the Service will only be provided by Gamma to companies which have attained certification.

Connection to the service

2 The Service is made up of 3 core components:

Horizon handsets and 'clients software' (the latter as defined in the relevant service literature): provided through Gamma following an order from the Company.

Access: if provided by Gamma this will be subject to the terms and conditions specific to the Gamma service chosen as an access service. If provided by a third party access to route signalling and traffic from the Company's Customer or End User is subject to the terms and conditions of the agreement with the third party concerned. Access is defined as any data connection which connects equipment and ultimately Horizon handsets and clients software, for example (but not limited to) routers, desktop and laptop devices, and mobile/tablet devices.

Gamma Network: The Gamma Network is protected and authenticates connections to the Service through Session Board Controllers (SBC), which are deemed to be the connection point between the Gamma Service and the access connection. Gamma will provide the Service described and route all traffic.

2.1 Gamma's responsibility does not extend to the transport between the point of connection (SBCs) and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Company.

2.2 Gamma's responsibility for handsets and client's software, is purely to support the Service as described for these components. Connection of these services to End User LAN and equipment shall be the responsibility of the Company.

2.3 Gamma does not issue any IP Address to be used with this service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. Gamma reserves the right to withdraw or change this address if for any reason the address ceases to be available.

2.4 Title to any Horizon handsets supplied by Gamma without separate charge as part of this service shall remain with Gamma for the minimum contracted term after the first activation of the service to which the handset is connected. After the initial term is exceeded title will automatically pass to the Company provided that no overdue payment for the service is owed by the Company to Gamma. In the event that this is the case title will automatically pass to the Company on receipt by Gamma of cleared funds settling all overdue amounts. The Company shall not sell or otherwise dispose of any handset to which Gamma retains title nor charge the same as security or do any other thing which transfers or purports to transfer title in the handset to any other party. Notwithstanding the above, title to all intellectual property rights to the configuration of the Horizon service as set out in the Horizon handsets or the Portal is and shall remain at all times the property of Gamma provided that in the event title to the Horizon handsets is transferred to the Company or the Customer Gamma hereby grants the Company or the Customer (as applicable) a non-exclusive, free of charge, non-transferable and non-sublicensable licence to use such configuration on the Horizon handsets for the purposes of providing or using the services (as applicable) and for the duration of the relevant contract or order for the Horizons services.

2.5 In the event that a service subject to a minimum fixed term is terminated by the Company prior to the expiry of the fixed term, title to any handset associated with such service shall pass to the Company on payment by the Company of Gamma's standard charge for early cessation.

2.6 In the event of loss or damage to a Horizon handset (excluding normal wear and tear) prior to title passing to the Company Gamma shall be entitled to invoice the Company with the cost to Gamma of a replacement handset and the Company shall pay any such invoice according to its then current terms of payment with Gamma.

2.7 Handsets supplied for use with Gamma's Horizon service cannot be used with any other service and Gamma is under no obligation to adapt any handset for general use at any time either before or after title passes to the Company.

2.8 Where the Company purchases subscriptions by means of a single payment, as opposed to a monthly subscription charge, (so-called 'Upfront Subscriptions'), such subscriptions will continue to be valid for as long as the Company continues to purchase Gamma's Horizon service. Such subscriptions, whether Upfront Subscriptions or monthly-paid subscriptions, confer no rights of ownership or license on the purchaser.

Submission of order and support of service

3 Gamma will provide the Company with a Portal account through which the Service can be ordered and controlled.

3.1 Gamma will provide the Company with the facility for a master Portal account and, at the Company's option, individual End User Portal accounts through which the Service can be controlled online. Where the Company allows individual End User Portal accounts to be set up the Company will be responsible for any first line support issues relating to such accounts.

3.2 Gamma shall use reasonable endeavours to maintain (but does not guarantee) access to such 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.

3.3 Gamma shall not be liable for any losses caused by any restriction in such access.

CLI Presentation

4 - Where an A number is being presented:

4.1 - The Company must ensure that the A Number is of a national significant format, is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question;

4.2 - The Company must ensure that where the A Number is not allocated to the End User, it has written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn;

4.3 - The Company must ensure that under the terms of the CLI code of practice the A Number must be a number that is allocated to a Customer, is in use, connected to a terminal and capable of receiving calls;

4.4 Where the Company has ordered Gamma's Presentation CLI Service (the "Service"), which allows Company's End Users to authorise Gamma to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, the Company must first ensure that the following statement available from the Gamma portal in pdf format shall be signed by each End User. Any deviation from the exact text of this statement should not be accepted:

The statement is:

I hereby confirm on behalf of End User (the 'Applicant') to its telecommunications service provider, and I am duly authorised so to do, that: the number requested for use as a presentation number ('PN') is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;

(ii) the requested PN is in use;

(iii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;

(iv) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;

(v) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;

(vi) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

..... dated

For and on behalf of End User

The Company shall ensure that any such statements received by it from its End Users and any variations and amendments thereto shall be retained for inspection by Gamma if so required by the regulatory authorities.

4.5 - The Company acknowledges that Gamma has the right to suspend/withdraw use of the Service if it is subsequently found that it is breach of this paragraph 4 and hereby indemnifies Gamma against any claims arising as a result of any such breach.

Emergency services 999/112 Responsibilities

5 - The IP Telephony Services support 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In such circumstances the End User should use their PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for

emergency services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.

The Company agrees to incorporate the above information relating to public emergency call services into its contracts with its Customers. The Company acknowledges that the Service constitutes and must be sold as a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not and must not be marketed or sold as a full public service.

The Company agrees to provide to Gamma for each network termination point full details of the End User's name and address (including post code) to enable Gamma to fulfil its obligations under Ofcom regulations to pass such details on to BT.

Pricing and Invoicing

6 - All Charges due to Gamma for traffic routed via any IP address or for fixed rental or one-off Charges related to the Service and defined in the Horizon price list shall be paid in full by the Company by the due date notwithstanding that they may have arisen from unauthorized, fraudulent or illegal use (except for fraud on the part of Gamma or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorized by Gamma.

6.1 -Gamma reserves the right to increase the Charges for this service on seven days written notice to the Company in the event that any change in applicable law or regulations results in additional costs being incurred by Gamma.

6.2 - Horizon commercial solutions made available by Gamma to the Company have their own specific terms and conditions which supplement these terms and are set out here

Connect Service

7.1 The Connect bolt-on to the Horizon service is available for customers who already have a subscription to both Gammas mobile service (excluding those with a data-only mobile plan) and Gammas Horizon Cloud PBX service. Use of Connect is therefore subject to the Terms and Conditions set out herein, and the mobile terms and conditions.

7.2 The Service Level Agreement specific to the Connect service is detailed in the Horizon Service Literature.

Horizon Advanced Voice Services

Gamma will provide the Company with access to its Horizon Advanced Voice Services subject to acceptance of the following terms and conditions.

The defined terms are as follows:

Account means the user account to which an Authorised User subscribes on the Platform;

Agreement means this terms and conditions and any document which amends or supplements this Agreement;

Authorised Users means the officers, employees, agents and sub-contractors of Gamma, Resellers and Customers, as the case may be;

Customer System means the Customers computer systems, networks, hardware and software;

Horizon Advanced Voice Services means the services provided or to be provided by Gamma under this Agreement to the Company, as specified in the service literature and including:

(a) the Platform Services (including Horizon Advanced Call Recording and Horizon PCI Phone Services, both as defined in the service literature);

(b) the Support Services; and

(c) any Professional Services.

Platform means the software platform that is provided by Gamma, and that will be made available to the Customer and Authorised Users for the purposes of providing the Horizon Advanced Voice Services, and the API described in Clause 3.1;

Platform Services means those Horizon Advanced Voice Services that are supplied to the Customer by means of the Platform;

Professional Services means any advisory, consultancy or other professional services that Gamma or its supplier agrees to supply to the Company or Customer through Gamma as may be required. The charges in respect of such services will be agreed between the parties;

Term means the minimum term of the Horizon Advanced Voice Services, as set out in the service literature;

8.1 - The Company agrees and accepts that any reference(s) made to compliance with or to any standards made in any literature in respect of the Horizon Advanced Voice Services shall apply specifically to the Horizon Advanced Voice Services and not to the wider business environment of the Customer and only when the Horizon Advanced Voice Services are used in accordance to the below terms. For the avoidance of doubt, it is therefore hereby acknowledged that by purchasing a compliant Service from Gamma a Customer undertakes to become compliant itself only by adding that Service to other compliant services, processes, procedures and operations.

8.2 - In accordance with clause 8.3, Gamma will enable the Company and its Customers to access the Platform and the Platform Services by means of the Account in accordance with the provisions of this Agreement.

8.3 - Subject to clauses 8.4 and 8.5:

i) Gamma hereby grants to Company a non-exclusive licence to use the Platform in accordance with the service literature during the Term; and

ii) Company is hereby authorised to grant to its Customers and/or Authorised Users (as applicable) non-exclusive licences to have access and to use the Platform in accordance with the service literature during the Term (as set out in the product literature)

8.4 - The Parties understand that the licences granted under clause 8.3 are subject to the following limitations:

(a) the Platform may only be used by Authorised Users; and

(b) the Customers complying at all times with the terms of the acceptable use policy set out in Schedule 1 below Acceptable Use Policy, and ensuring that all Authorised Users who use the Platform agree to and comply with the terms of the Acceptable Use Policy.

8.5 - Except to the extent mandated by applicable law or expressly permitted in this Agreement, the Company shall not, and shall ensure that its Customers shall not:

(a) sub-license its right to access and use the Platform save as set out in this Agreement and without prejudice to clause 8.4, any permitted sub-licence must be on terms which are consistent with the provisions of this Agreement (in particular the obligations in this sub-Clause (a) to (d);

(b) allow any unauthorised person to access or use the Platform by means of the Account or otherwise;

(c) re-publish or re-distribute the Platform, or provide Horizon Advanced Voice Services to third parties using the Platform save as set out in this Agreement; and

(d) alter or adapt or edit the Platform, save as expressly permitted by the service literature.

8.6 - Save to the extent expressly provided otherwise in this Agreement, neither Company nor its Customers has any right to access the object code or source code of the Platform, either during or after the Term.

8.7 - All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of Gamma or its suppliers unless otherwise agreed between the parties in writing.

8.8 - Company shall ensure that its Customers are contractually bound with Company to:

(a) ensure that Customers provide to Gamma:

(i) all necessary co-operation in relation to Horizon Advanced Voice Services; and

(ii) all necessary access to such information as may be reasonably required by Gamma, in order to supply the Horizon Advanced Voice Services:

(b) ensure the Customer utilises a browser described in Schedule 2 below;

(c) ensure that Customer Systems are properly maintained, supported and updated;

(d) ensure that Customers third party suppliers co-operate with Gamma (as applicable) in relation to the set-up of the Account and performance of the Horizon Advanced Voice Services;

(e) ensure that the Customer have all rights necessary to allow Gamma to interface with Customer Systems as necessary for the performance of the Horizon Advanced Voice Services;

(f) ensure that the Customer provides such personnel assistance as may be reasonably requested by Gamma from time to time in regards to the continued support and operation of the Horizon Advanced Voice Services;

(g) ensure that the Customer is solely responsible for procuring and maintaining network connections and telecommunications links from their systems to the Platform, and for all problems, conditions, delays, delivery failures and other loss or damage arising from or relating to Customers network connections or telecommunications links or caused by the Internet; and

(h) ensure that Customer carries out all other Customer responsibilities in a timely and efficient manner; and in the event of any delays caused by the Customer in the provision of such assistance as agreed by the parties, Gamma may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.

8.9 - 8.9 In the event that any of the provisions of clauses 8.4, 8.5 or 8.8 are breached by Company, a Customer or any Authorised User, Gamma shall notify Company of the breach and provide evidence of such breach. Company shall have thirty (30) days to remedy the breach. In the case the breach is not remedied in the thirty (30) days period, Gamma shall have the right to terminate the Horizon Advanced Voice Services by giving Company further thirty (30) days written notice.

Schedule 1 Acceptable Use Policy

This Acceptable Use Policy (the "Policy") governs the use of the Horizon Advanced Voice Services provided via Gamma, to the Company, who provide such services to the Customer and the Authorised User under a written contract (the "Contract") which it supplements, and the Company shall request the Customer to ensure that it and its Authorised User agree to the terms of this Policy before using those services (the "Services").

1. The Customer and the Authorised User must not:

(a) use the Services in any way that causes, or may cause:

(i) damage to Gammas or any Gamma supplier or subcontractor's business, systems or services;
or

(ii) impairment of the availability or accessibility of Gammas or any Gamma subcontractor's systems or services;

(b) use the Services in any way that is unlawful, illegal, fraudulent, misleading or harmful;

(c) use the Services in connection with any unlawful, illegal, fraudulent, misleading or harmful purpose or activity;

(d) use the Services in any way that could reasonably be anticipated to put Gamma in breach of a contractual or other legal obligation owed by Gamma to any Gamma supplier or subcontractor;

(e) use the Services to gain unauthorised access to any computer, network or system;

(f) use the Services for or in connection with any bullying or trolling;

(g) use the Services in any way that may restrict or inhibit any other person's use of the Services;

(h) forge header information, or email source addresses or other user information;

(i) without Gammas prior consent, access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;

(j) compromise the security or integrity of any network or system including the Gamma network or that of its suppliers;

(k) use another person's name, username or password or otherwise attempt to gain access to the account of any other customer; or

(l) tamper with, hinder the operation of or make unauthorised modifications to any network or system.

2. The Customer and the Authorised User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

(a) are illegal or unlawful;

(b) will or may infringe any person's Intellectual Property Rights or other legal rights; or

(c) could give rise to legal proceedings, whether against you, Gamma, a Gamma supplier or subcontractor or another third party,

in each case in any jurisdiction and under any applicable law.

3. Without prejudice to the generality of Paragraph 2, the Customer and the Authorised User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

(a) are defamatory, slanderous, libellous or maliciously false;

(b) are obscene or indecent;

(c) infringe any copyright, moral rights, database rights, patents, trade mark rights, design rights or rights in passing off;

(d) infringe any rights of confidence, rights of privacy or rights under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime;

(g) are in contempt of any court, or in breach of any court order;

(h) are in breach of racial or religious hatred legislation or discrimination legislation;

(i) are blasphemous; or

(j) are in breach of official secrets legislation.

4. The Customer and the Authorised User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

(a) are pornographic or sexually explicit;

(b) constitute spam or unsolicited marketing communications;

(c) are likely to cause annoyance, offence, inconvenience or anxiety to another person;

(d) are viruses, Trojans, worms, root kits, spyware or other harmful software, programs, routines, applications or technologies;

(e) constitute software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or present significant security risks to a computer;

(f) include corrupt data; or;

(g) are or are part of a chain letter, Ponzi scheme, pyramid scheme, matrix program, or similar scheme or program,

except to the extent that Gamma expressly agrees otherwise.

5. Subject to the other terms of this Agreement, the Customer and the Authorised User may store, host, copy, process, distribute, display, publish, transmit or send encrypted works and materials using the Services. If Gamma so requests, the Customer and the Authorised User shall promptly:

(a) decrypt such works and materials and provide the decrypted works and materials to Gamma; and/or

(b) supply to Gamma the encryption keys and any other information reasonably required to decrypt such works and materials.

6. The Customer and the Authorised User must not use the Services to send, store or process junk emails, unsolicited commercial emails or bulk unsolicited emails (spam).

7. If the Customer or the Authorised User use the Services to send marketing emails, it must:

(a) include a conspicuous notice identifying the message as a marketing email;

(b) provide a valid physical postal address in each email you send;

(c) include a valid email address or an unsubscribe link, allowing the recipient to opt out either by replying to a valid return address or by using an internet-based unsubscribe mechanism; and

(d) process opt-out requests promptly.

8. In connection with the sending of emails using the Services, the Customer and the Authorised User must not:

(a) include false, deceptive or misleading header information, including a false domain name or address;

(b) use a false, deceptive or misleading subject line;

(c) include sexually explicit content;

(d) add an address into your list without the subscriber's permission;

(e) maintain an email address in your list for which an opt-out request has been received;

(f) harvest email addresses from websites or web services;

(g) generate email addresses by using a dictionary attack combining letters and numbers into multiple permutations;

(h) use scripts or automated systems to register for multiple email or user accounts to send commercial emails;

- (i) relay emails through a computer or network without permission;
 - (j) send emails with added words/characters in an attempt to bypass Bayesian filters;
 - (k) send, or attempt to send, spam of any kind from third-party networks using a return email address that is hosted on the Gamma network or referencing an email address hosted on the Gamma network;
 - (l) send email messages which are excessive in number or bandwidth requirements and/or intended to harass or annoy others;
 - (m) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them;
 - (n) take any actions intended to cloak your identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses; or
 - (o) take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers of Gamma or a Gamma subcontractor or supplier.
9. In the absence of positive, verifiable proof to the contrary, Gamma will consider any complaint by a recipient of emails to be conclusive evidence that the recipient did not subscribe for or otherwise request the email(s) about which the complaint was generated.
10. The Customer and the Authorised User must not abuse or insult any Gamma personnel, or any Gamma supplier, subcontractor or customer.
11. If Gamma reasonably suspects that there has been a breach of the provisions of this Policy, Gamma may:
- (a) delete, disable, edit or amend the relevant works or materials;
 - (b) suspend any or all Services and/or your access to any or all Services while it investigates the suspected breach; and/or
 - (c) charge you for any costs incurred by Gamma in investigating the breach and taking action under this Paragraph 11.
12. The Company, the Customer and the Authorised User must not authorise, aid, abet, encourage or incite any other person to do any act prohibited by this Policy.

Schedule 2 Minimum User Machine Requirements

The hosted portal is browser based and designed to support all major browsers and operating systems.

Each release is tested against the following browsers:

Chrome (the current version at the time of version release)

Firefox (the current version at the time of version release)

IE8, IE9, IE10, IE11 and Edge (the current version at the time of version release)

The solution requires the Flash plugin only on browsers which do not support HTML audio (IE8).

Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox and Edge) update, best endeavours are in place to ensure compatibility and swift resolution of any problems.

Please note that the hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the service, the user should perform a pre-test to ensure the service work with their browser/smartphone/tablet device.

Contacts



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