ALLOcloud services commercial conditions

1. **Definitions**

ALLOcloud services: services hosted in the Cloud, offered by OpenS, a company under Belgian law (Company no. BE0821.802.905), whose office is at Avenue Léon Champagne 3, B1480 Saintes, Belgium. As part of its activities, OpenS is also known under the commercial name ALLOcloud.
Partner: an intermediary organization offering/installing/supporting ALLOcloud services on the Final Customer's premises.
Final Customer: an organization that uses ALLOcloud services on its own account.

By placing an order with ALLOcloud, the Final Customer or Partner is accepting the contents of this document in their entirety.

2. **Commercial conditions**

The commercial conditions apply between OpenS-ALLOcloud and the party with whom the contract has been concluded (Partner or Final Customer).
Invoices are sent by electronic means only (email or portal).
Non-payment of invoices may lead to a reduction/suspension of the service but not the end of the subscription. If a reminder has to be sent out, reminder costs may be added to the payment. In the event of late payment, late-payment interest will be charged at the rate of 1% per month, along with any recovery costs incurred by OpenS-ALLOcloud. If a Partner does not fulfil his contractual obligations, ALLOcloud will have the right to suspend all or part of the service(s) offered to its Final Customers and contact them to propose a commercial alternative.

3. **End of contract**

Subscriptions are concluded for a minimum period of 24 months (unless local legislation is different, or a specific end date is expressed in the order form). Contract terminations must be sent by recorded delivery to ALLOcloud/OpenS, Avenue Léon Champagne 3, B1480 Saintes, Belgium, and may not apply until the end of the recurrent invoicing period at the earliest. No amounts will be credited or refunded. If the Partner or Final Customer terminates the contract early, the balance of the contract (with the services covered in the previous invoice, except for national traffic and numbers) will be invoiced. If the Final Customer goes bankrupt, and on presentation of proof of the bankruptcy, the service will be broken off and invoicing to the Final Customer or Partner will be suspended.

4. **Disputes**

All disputes will be dealt with in 2 phases:

- mediation by the Telecom Mediation Service:
  Boulevard Roi Albert II 8 boîte 3, 1000 Brussels
  Tel 02 223 06 06 - Fax 02 219 77 88
  plaintes@mediateurtelecom.be
  www.mediateurtelecom.be

- The Courts in Nivelles, Belgium.

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Commercial conditions specific to the ALLOcloud Business Telephony service

1. **Definitions**

ALLOcloud Business Telephony: telephony services hosted in the Cloud.

2. **Commercial conditions**

Invoicing:

- Equipment, activation and installation costs: invoiced at order and payable in advance.
- Recurrent services: invoiced at the end of period P (around the 28th of the month) for period P+1. At the start of the service, the period P that has begun is invoiced on a pro rata basis, depending on the start date.
- Traffic not included in the pack: invoiced at the end of period P for period P.

Telecom rates (minutes, numbers) and pack contents may be changed without prior notification.

The price of calls is calculated to the second and rounded up to the next cent.

Invoicing is based on the initial order form and on the items of information configured on the platform (users, numbers etc.). The number of items is recorded periodically and ALLOcloud will provide a summary of the monthly situation. In the event of a dispute, the summary will prevail. A definition of these items may be found in the Conditions of Use.

If there is an increase in the services (e.g. an increase in the number of users), the count will be made at the end of the month and applied to the invoice without prior notification. The number of users may be reduced by a maximum of 10% per quarter.

International numbers are accepted for a minimum period of 12 months.

Porting out (from ALLOcloud to another carrier) of telephone numbers will be invoiced according to the latest telecom price list published on the ALLOcloud web site.

If a Final Customer does not fulfil his contractual obligations, ALLOcloud will have the right to suspend all or part of the service(s) offered and may limit the provision of the telephony service to that of a minimum service. The minimum service allows the Final Customer to make calls to the emergency services, but does not allow any other type of call.

Commercial conditions specific to the ALLOcloud SIP Trunking service

1.   Definitions

ALLOcloud SIP Trunking: SIP Trunking services hosted in the Cloud.

2.   Commercial conditions

Invoicing:

- Equipment and activation costs: invoiced at order and payable in advance.
- Recurrent services: invoiced at the end of period P (around the 28th of the month) for period P+1. At the start of the service, the period P that has begun is invoiced on a pro rata basis, depending on the start date.
- Traffic not included in the pack: invoiced at the end of period P for period P.

Telecom rates (minutes, numbers) and pack contents may be changed without prior notification.

International numbers are accepted for a minimum period of 12 months.

If a Final Customer does not fulfil his contractual obligations, ALLOcloud will have the right to suspend all or part of the service(s) offered and may limit the provision of the telephony service to that of a minimum service. The minimum service allows the Final Customer to make calls to the emergency services, but does not allow any other type of call.

Commercial conditions specific to the ALLOcloud Web Meeting service

1.   Definitions

ALLOcloud Web Meeting: remote meeting services hosted in the Cloud.

2.   Commercial conditions

- Equipment: invoiced at order and payable in advance.
- Subscription fees: invoiced with the order and payable in cash prior to service activation.

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1. Definitions

The following terms in capital initial letter are defined terms, and shall have the meaning as set out below, unless otherwise stated or the context obviously so requires.

"Agreement"   means the parties' agreement regarding the Services, including the Service Agreement, these General Terms and Conditions, the SLA Agreement and the Data Processing Agreement.

"Binding Period"   means agreed such binding term for Services as set out under the Agreement.

"Service Agreement"   means the ordering agreement document (with agreed special conditions, if applicable) signed by the Parties.

"Telavox"   means Telavox AB, Box 142, 20121 Malmö, Sweden Reg. No. 556600-7786, ALLOcloud's mother company.

"ALLOcloud"   means OpenS (BE0821.802.905), a fully owned subsidiary of Telavox AB. ALLOcloud is a commercial name of OpenS.

"General Terms and Conditions"   means ALLOcloud's general terms and conditions.

"Telavox services"   means the Services provided on the Telavox cloud platform as specified in the Service Agreement.

"Customer"   means the end-customer buying the Services named in the Service Agreement for its own utilization.

"Partner"   means an ALLOcloud partner that sells and deploys Telavox Services and provides support to the Customer.

"Special Equipment"   means such equipment required for the use of the Services, including without limitation a broadband connection and office network, as further specified in the Service Agreement. The Special Equipment is not included in the Services.

"Parties"   means ALLOcloud and Customer jointly.

"Products"   means such products necessary for use of the Services, including without limitation [mobile] telephones, ATA boxes, terminals and other products sold by ALLOcloud and competitors of ALLOcloud. The Products are not included in the Services. When purchasing the Products from ALLOcloud, a separate agreement is entered into between the Customer and ALLOcloud regarding Products.

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"SLA"	means the service level agreement between the Parties (if applicable).
"Defect"	means a material deviation of the Services as specified in the Agreement.
"Data Processing Agreement"	means the data processing agreement between the Parties.

2. General

2.1   These General Terms and Conditions apply when ALLOcloud provides the Services to the Customer. In the event of any discrepancies between the Service Agreement and the General Terms and Conditions, the provisions in the Service Agreement shall have priority.

2.2   After ALLOcloud's receipt of the Service Agreement duly signed by the Customer, the Agreement is considered to be entered into between the Parties upon ALLOcloud's approved credit check, receipt of the agreed deposit (if applicable) and ALLOcloud's written confirmation. The Customer acknowledges that ALLOcloud has the right to determine whether the Customer's credit check shall be approved in its sole discretion.

3. The Services

3.1   The scope of the Services is set out in the Service Agreement.

3.2   The Customer is entitled to add licenses or otherwise extend the scope of the Services through the portal or by email, under the terms and conditions agreed upon in the Service Agreement.

3.3   The Services shall be provided upon the delivery date as set out in the Service Agreement.

3.4   Telavox is continuously developing the Services. ALLOcloud is entitled to update and modify the Services. ALLOcloud shall make reasonable efforts to limit disruptions when implementing such updates and modifications.

3.5   ALLOcloud may discontinue parts of the Services. In the event of a discontinuation, ALLOcloud shall make reasonable efforts to replace the discontinued services with services with similar functions. ALLOcloud shall if reasonably possible notify the Customer of any discontinuation and replacement no later than 30 days in advance.

3.6   If ALLOcloud has offered reserved numbers or number series to the Customer which the Customer has not ordered, paid for or used, ALLOcloud is entitled to cancel such reservations without compensation or liability in relation to the Customer.

4. The Customer's responsibilities

4.1   The Customer is responsible for obtaining the Special Equipment and Products required for the use of the Services. Updates or modifications of the Services may result in a need for the Customer to upgrade its own equipment and such Special Equipment or Products initially required for the Services. The Customer is solely responsible for its costs for its own equipment, Special Equipment and Products.

4.2   The Customer may only connect such Special Equipment and Products that fulfil the requirements specified in laws, regulations or technical standards with respect to the Services.

4.3   The Customer is responsible for its own use of the Services, and shall ensure that its use does not:

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a) cause damage or inconvenience to ALLOcloud, Telavox or any third party;

b) disrupt Telavox's network or the Services (e.g. through mass calls or spreading of viruses);

c) infringe the copyright or other intellectual property rights of ALLOcloud, Telavox or any third party;

d) act in conflict with law or a public authority's regulations or decisions.

4.4 The Customer shall ensure that passwords, codes, identities and other information provided by ALLOcloud are stored securely, adequately and in accordance with any applicable data protection regulations. The Customer shall immediately notify ALLOcloud of any events of relevance for such information occurring.

4.5 The Customer is responsible for the use of the Services in accordance with the Agreement and in a responsible and lawful way. Should any type of infringement come to the knowledge of the Customer, the Customer will be obliged to immediately take rectification measures and inform ALLOcloud of the infringement. ALLOcloud reserves the right to charge the Customer for costs of measures taken by ALLOcloud as a consequence of any misuse of the Service.

4.6 The Customer may not seek unauthorized access to network or computer resources, nor use, destroy or distort any information in Telavox's or connected networks.

4.7 The Customer is not entitled to sell, lease or sub-license the Services.

4.8 The Customer shall upon request provide ALLOcloud with access to all facilities that may reasonably be required to enable ALLOcloud to implement and provide the Services and other obligations under the Agreement.

5. Price and invoicing

5.1 The Customer shall pay such fees and charges set out in the Service Agreement. Should the Service Agreement not set out a fee, the Customer is obliged to pay such fees set out in ALLOcloud's at all times applicable price lists. All fees are stated exclusive of value added tax (VAT), other taxes, official charges and duties.

5.2 Unless otherwise set out in the Service Agreement, the price shall be invoiced electronically and monthly in arrears and the Customer shall pay invoices within 30 days from the invoice date. If the Customer fails to pay on a due date, ALLOcloud is entitled to apply fees for payment reminders, collection charges and an interest of 1% per month.

5.3 Upon ALLOcloud's request, the Customer is obliged to provide an advance payment or other security for ALLOcloud's provision of the Services. Such request will be made if justified with regard to the Customer's credit rating in ALLOcloud's sole discretion. ALLOcloud is entitled to set off its due amounts against advance payments or securities. The Customer is not entitled to interest for any advance payment or other security.

5.4 Upon delayed provision of the Services due to any act or omission of the Customer, ALLOcloud is entitled to full payment of fees for the Services and compensation for costs incurred.

5.5 If the Customer is unable to use the Service ordered due to circumstances attributable to the Customer or circumstances beyond ALLOcloud's control, or if ALLOcloud has suspended the Services under article 9.1, this shall not relieve the Customer of the obligation to pay applicable fees.

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5.6 ALLOcloud is entitled to change the applicable fees and charges in the event of changes in the applicable fees for telecommunication services and changes with respect to taxes, duties or similar imposed by any authority. Any such change in the fees and charges shall be communicated in writing at least thirty (30) days before the change enters into force.

6. Roaming (if the Customer uses Telavox mobile services)

6.1 Roaming traffic within the EU is included in the Services, based on domestic prices. In accordance with EU Regulation No. 531/2012, the volume of roaming traffic must be reasonable. Misuse is determined by the following criteria:

 a) insignificant domestic use in comparison to roaming traffic;

 b) significant inactivity of the SIM card domestically where the majority of use is roaming traffic; or

 c) sequential subscriptions and use of multiple SIM card when roaming by individual users.

6.2 The volume of data roaming is limited to the amount of data in the Customer's domestic surfing package for each user and/or ALLOcloud's maximum roaming limitations applicable from time to time.

6.3 Should the Customer's use of abroad roaming exceed the limitation set out in this section, ALLOcloud reserves the right to charge the Customer a surcharge corresponding to ALLOcloud's additional costs.

7. Personal data

7.1 Upon implementation of the Services, ALLOcloud will provide the Customer's name, Customer's address(es), phone number, user/co-worker name and website address to providers of directory assistance, unless the Customer gives other instructions to ALLOcloud.

7.2 Upon providing the Services, ALLOcloud acts as a data processor with respect to personal data for which the Customer is the data controller. The parties' responsibilities regarding such personal data is governed by the Data Processor Agreement.

8. Service and support

Direct Customers: ALLOcloud will provide 1st level support. See specific SLA if applicable.

Customers having purchased via an ALLOcloud Partner: Partner will provide 1st level support to Customer. ALLOcloud will provide second level support to the Partner.

9. Suspension

9.1 ALLOcloud may suspend the Services, if the Customer

 a) is delayed with payment for more than 20 days despite ALLOcloud's reminders;

 b) fails to provide the required advance payment or security in accordance with article 4.3, within the time specified by ALLOcloud;

 c) has provided an advance payment or a security and the Customer's debts to ALLOcloud exceed the Customer's advance or security;

 d) is in breach of its obligations under section 3.

9.2 ALLOcloud may also suspend the Services, if suspension is necessary for security reasons, network functionality, material public functions or due to protection of a third party.

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9.3 If the Customer objects payment because of claimed Defects in the Services, and ALLOcloud opposes such claims, the Customer may issue a bank guarantee amounting to the due amounts. ALLOcloud undertakes not to suspend the Services under section 9.1 a) provided that the amount in delay of payment corresponds to alleged defects and the Customer provides such a satisfactory bank guarantee for the due amount.

10. Defects

10.1 The SLA sets out ALLOcloud's responsibility to remedy Defects.

10.2 The Customer shall notify ALLOcloud of any Defects by email or through the ALLOcloud portal without undue delay.

10.3 ALLOcloud is only responsible for Defects attributable to ALLOcloud. ALLOcloud will be liable for Defects arising in Telavox's system and Telavox's own connections to the Internet and Telavox's mobile network. ALLOcloud will not be liable for Defects defined as small or limited in the SLA Agreement.

10.4 ALLOcloud is not responsible for Defects attributable to:

    a) the operators' mobile network, public Internet or a third party's phone system;

    b) the Customer's IP networks or Customer-located PBXs;

    c) Special Equipment or Products;

    d) viruses of other external attacks on the Customer's or a third party's software, or otherwise to events beyond ALLOcloud's control.

10.5 In case of Defects, the Customer may request a reduction of the fees as per the subscribed for SLA Agreement. Any reduction of fees will be made by deduction on coming invoices, but if no additional invoices will suffice then by payment to the Customer.

11. Term

11.1 The Agreement enters into force upon ALLOcloud's approved credit check, receipt of the agreed deposit (if applicable) and ALLOcloud's written confirmation and remains in force for such initial and binding period set out in the Service Agreement.

11.2 Unless terminated by either party with a notice period of three (3) months prior to the expiry of the initial/binding period, the Agreement will continue in force until further notice, and may at any time be terminated in writing by either party.

12. Premature Termination of the Agreement

12.1 Either party may terminate the Agreement with immediate effect if the other Party:

    a) commits a material breach to the provisions of the Agreement which is not remedied within thirty (30) days from written notice thereof;

    b) commits a material breach to the provisions of the Agreement which is not curable; or

    c) is declared bankrupt, is subject to company reorganization, seeks a composition of creditors, suspends payments or in any other way can be regarded as insolvent.

12.2 ALLOcloud may further terminate the Agreement with immediate effect, if

    a) the Services has been suspended for at least one (1) month under article 9.1;

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b) the Customer has delayed the provision of the Services according to article 5.4, and the delay has continued for at least six (6) months.

12.3 The Customer may terminate the Agreement:

a) If ALLOcloud amends, modifies or discontinues the Services, to the material detriment of the Customer, whereupon the Customer shall be entitled to terminate the Agreement in writing at the last 10 days before the effective date of the amendment, modification or discontinuance; otherwise such change will be deemed accepted by the Customer;

b) Under article 11.2.

13. Effects of Termination

13.1 Upon termination of the Agreement, all rights of the Customer to use the Service ceases.

13.2 Fixed periodic fees paid will be reimbursed to the Customer to the extent that the fees refer to the period after the termination of the Agreement, except in cases where the reason for termination of the Agreement can be attributed to the Customer's breach of contract. Amounts less than €10 will not be refunded.

13.3 If ALLOcloud terminates the Agreement under article 12.1 or 12.2, the Customer shall remunerate ALLOcloud for the fees for the remainder of the Binding Agreement period (if applicable).

14. Limitations of liability

14.1 ALLOcloud shall not be liable to the Customer under this Agreement for any interruption of business or any indirect, special, incidental, punitive or consequential damages of any kind, including – but not limited to loss of profit, loss of savings or business or loss of data.

14.2 A party loses its right to claim damages under the Agreement, if the party does not notify the other party of the claim within 30 days from the time the party were or should have been aware of the reason for the claim.

15. Amendments

15.1 ALLOcloud is entitled to make amendments in these General Terms and Conditions, for example due to the continuous development of the Services as described under Article 3.4. ALLOcloud shall notify the Customer of such amendments no later than three months in advance.

15.2 If ALLOcloud amends the General Terms and Conditions under article 15.1 to the material detriment of the Customer, the Customer may object to the amendment by notifying ALLOcloud in writing within 30 days after receiving the initial amendment notification from ALLOcloud. If the Parties fail to agree upon a mutually acceptable solution, the Customer is entitled to terminate the Agreement in writing within 30 days. Any delayed notification or termination within said time frames will be regarded as acceptance of the amended terms and conditions by the Customer.

16. Force majeure

ALLOcloud shall be relieved from liability for a failure to perform any obligation due to any circumstance which impedes, delays or aggravates any obligation to be fulfilled under this Agreement, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labour disputes, blockades, major accidents, pandemic or other occurrence beyond the reasonable control of ALLOcloud.

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17. Notices

Notices under the Agreement shall be made in writing.

18. Governing Law and Disputes

This Agreement shall be construed in accordance with and be governed by the substantive laws of Belgium. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall, with the exclusion of any other courts, subject to the jurisdiction of Belgian courts, with be settled at the Nivelles District Court, as the court of first instance.

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