

Calling Plan and Audio Conferencing Services Use Terms

Introduction

Customer may use Calling Plan and Audio Conferencing (collectively, "Calling Plan and Audio Conferencing Services") as permitted in these Calling Plan and Audio Conferencing Services Use Terms (the "Terms") and Customer's volume licensing agreement. In the event of a conflict between these Terms and Customer's volume licensing agreement that is not expressly resolved by these Terms, the volume licensing agreement controls.

Microsoft may, at its sole discretion, modify these Terms from time to time. Changes made to these Terms will apply only prospectively to new or renewal subscriptions unless you choose to have those changes apply to an existing subscription.

Prohibited uses of Calling Plan and Audio Conferencing Services

The following activities are prohibited:

1. Using Calling Plan and Audio Conferencing Services in any manner that may expose Microsoft or any of its personnel to criminal or civil liability;
2. Re-selling subscription minutes;
3. Placing calls to Calling Plan telephone numbers (whether singly, sequentially or automatically) to generate income for yourself or others as a result of placing the call, other than for Customer's business communications; and
4. Placing calls in unusual calling patterns inconsistent with normal, individual subscription use, for example, placing regular calls of short durations or calls to multiple numbers in a short period of time.

Monthly Minute Caps

Calling Plan

For each Calling Plan subscription plan, there is a cap on the maximum number of minutes that are allowed per user, per calendar month during the subscription term. For details, refer to <https://products.office.com/en-us/skype-for-business/pstn-calling-plans>. Subscription minutes will be pooled each month at the tenant level and are not carried over to following month.

When the monthly cap is reached, Calling Plan services (except for emergency calling) will be suspended for the tenant for the remainder of the month unless Communication Credit billing is enabled. Calling Plan services will resume automatically on the first day of the next calendar month. Microsoft will send an email notice to the tenant administrator(s) when a tenant is approaching their monthly pooled minute cap and again when a tenant reaches 100% of the monthly pooled cap.

Audio Conferencing

There is no cap for the number of minutes for non-toll free dial-in or domestic dial out conferencing allowed for each Audio Conferencing subscription, when that use is within the scope allowed under these Use Terms. International dial out conferencing requires Communication Credit. Microsoft reserves the right to (i) restrict and shut down dial-in or domestic dial-out Audio Conferencing to limit any prohibited use, abuse and/or fraud, and to maintain service performance and (ii) modify or remove Audio Conferencing dial-in number(s) previously assigned to maintain good quality of service. Abnormally high minute usage of non-toll free dial-in or domestic dial out may be an indicator of fraudulent or otherwise prohibited use of the service.

Calls to Premium Rate Numbers

The Calling service does not enable calls to be made to phone numbers, whether 10-digit numbers or short codes, that result in an additional charge being assessed on the calling party (either directly or indirectly) by the called party (often referred to as "premium rate" numbers). For more information about allowing calls to premium rate numbers, please contact Microsoft Office 365 support.

Directory Listing Publication

For customers subscribing in member states of the European Union and countries in the European Economic Area, if you would like a Directory Enquiry listing (including an entry in the Phone Book) for your telephone number, it can be provided. Please contact Microsoft Office 365 support at <https://aka.ms/kxesk4> to make your request for publication.

Additional Country-Specific Disclosures and Terms of Service

Canada

Calling and Audio services are provided to customers in Canada by Skype Communications US Corporation, a subsidiary of Microsoft Corporation.

Taxes for Calling and Audio services are based on the customer address provided to Microsoft for tax purposes. In Canada, all pricing for Calling and Audio services includes all applicable taxes and fees that must be collected from customers and paid to any government agency, commission, or quasi-governmental body with the exception of GST/HST, PST/RST, and QST. These taxes (GST/HST, PST/RST, and QST) will be billed exclusively, in addition to the sales price and appear as separate line item charges on the invoice.

India

Calling and Audio services in India are provided by Microsoft Operations Pte Ltd, a Singapore company.

Ireland

The following Calling Plan Code of Practice and Complaint Handling Code apply to small business customers (organizations with 10 employees or less) in the United Kingdom (UK) with respect to the Calling Plan service (the "Service") in accordance with UK communications regulations. Other Audio Conferencing services are governed by Customer's volume licensing agreement with Microsoft and any other terms applicable to Customer's use of the particular service.

Calling Plan Code of Practice and Complaint Handling Code

How to make a complaint

Customer satisfaction is a priority for Microsoft. However, in the event that Customer is dissatisfied with the Service for any reason, a complaint may be filed by phone, online or by post:

Phone: Toll-Free Number: 0800 032 6417

Local Number: 01 656 9837 (local call charges apply)

Normal business hours are Monday through Friday, from 9:00 am to 5:00 pm.

Online: Sign in to the Office 365 admin center and submit a service request by selecting New service request under Support.

Post: Atrium B
Carmanhall Road
Sandyford
Dublin 18

Timelines

Complaints filed by phone during normal business hours, will be addressed by a live Microsoft representative, who will attempt to resolve the issue during the phone call.

Complaints filed online or by post will be responded to within two (2) business days and Microsoft will attempt to resolve the issue immediately.

If the issue is not resolved immediately, Customer will be instructed on the steps to be taken to investigate the matter further. Microsoft aims to resolve all complaints related to the Service within seven (7) business days of receipt. If unsatisfied with the manner in which the complaint regarding the Service is managed, Customer may request an escalation. Microsoft will evaluate the complaint within seven (7) days of receipt.

Complaints and Dispute Resolution

If your complaint regarding the Service is not resolved within ten (10) business days after it has been submitted or if you receive a letter from Microsoft stating that Microsoft has reached a final decision, Customer may refer the complaint to ComReg, Ireland's communications regulator. See ComReg's website for more information regarding its investigation of complaints at <https://www.comreg.ie/queries-complaints/>. After all complaint handling procedures have been exhausted, ComReg will accept a complaint from a customer and attempt to resolve an outstanding dispute.

Statutory Rights

Customer's statutory rights are not affected by this Code. Customer may seek independent advice from the following entities:

- **Commission for Communications Regulation**
Block DEF
Abbey Court
Irish Life Centre,

Lower Abbey Street
Dublin 1
D01 W2H4
<https://www.comreg.ie/>
Phone: 01 804 9707

- **Small Claims Registrar**
First Floor
Áras Uí Dhálaigh
Inns Quay
Dublin 7
<http://www.courts.ie/Courts.ie/library3.nsf/pagecurrent/781D7D5227918A618025715C004CAEF3?opendocument>
Phone: 3531 888 6447
- **Competition and Consumer Protection Commission**
PO Box 12585
Dublin 1
<http://www.consumerhelp.ie/>
Phone: 01 402 5555 / 1890 432 432
- **Advertising Standards Authority for Ireland**
Ferry House
48 Lower Mount Street
Dublin 2
<http://www.asai.ie/>
Phone: 01 6137040

Retention of Records

Records regarding complaints (including copies of the complaint, any response to it, any determination in respect of the complaint and any documentation considered in the course of such determination) will be retained electronically for at least one (1) year. Customer information may be held for up to seven (7) years for legal reasons.

Refund Policy

Refund policy information is described in Customer's volume licensing agreement.

Disconnection Policy

The terms governing termination and suspension of the Service can be found in Customer's volume licensing agreement.

United States and Puerto Rico

Calling and Audio services are provided to customers in the United States, and Puerto Rico by Skype Communications US Corporation, a subsidiary of Microsoft Corporation.

Taxes for Calling and Audio services are based on the customer address provided to Microsoft for tax purposes. In the United States and Puerto Rico, all pricing for Calling and Audio services that Microsoft, on behalf of Skype Communications US Corporation, sells directly to customers includes all applicable taxes and fees that must be collected from customer and paid to any government agency, commission or quasi-governmental body.

United Kingdom

The following Calling Plan Code of Practice and Complaint Handling Code apply to small business customers (organizations with 10 employees or less) in the United Kingdom (UK) with respect to the Calling Plan service (the "Service") in accordance with UK communications regulations. Other Audio Conferencing services are governed by Customer's volume licensing agreement with Microsoft and any other terms applicable to Customer's use of the particular service.

Calling Plan Code of Practice

About the Service

The Service is provided in the UK by Microsoft Ireland Operations Limited, which has its registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

Customer Service

For any sales, billing, or technical support questions, Customer may contact Microsoft either by phone during normal business hours or online:

- Toll-Free Phone Number: 0800 032 6417
Normal business hours are Monday through Friday, from 9:00 am to 5:00 pm.
- Online: Sign in to the Office 365 admin center and submit a service request by selecting New service request under Support.

For answers to some common questions please refer to the website at <https://products.office.com/en-us/skype-for-business/online-meetings>.

Complaints and Dispute Resolution

In the event that Customer has a complaint with the Service, Microsoft will use commercially reasonable efforts to help resolve the outstanding issue. Microsoft's Calling Plan Complaint Handling Code details the procedures for small businesses to file a complaint with Microsoft and Microsoft's independent dispute resolution scheme.

Number Porting

Microsoft in some cases may be unable to transfer a customer's telephone number for use with the Service. Where number portability is available, Microsoft will take all commercially reasonable steps to ensure that the transfer of the number and subsequent activation is completed promptly once an agreement to transfer the number has been reached with the Customer's current service provider.

Service Reliability

The Service relies on the customer's broadband connection. If the broadband connection experiences a power cut or failure, customers will not be able to make telephone calls. The causes for these failures may be outside of Microsoft's control.

Emergency Calls

The Service provides access to 999/112 public emergency call services to customers within England, Wales, Scotland and Northern Ireland. However, emergency calls to 999 or 112 operate differently with the Service than on traditional telephone services. Customers are required to notify each user of the Service of these differences. The differences include the following:

- (i) The Service may not know the actual location of a caller, which could result in the emergency services being dispatched to the wrong location;
- (ii) when a Service user dials an emergency call, the user may be asked by an operator to provide his or her current location to assist in properly routing the emergency call and dispatching emergency services;
- (iii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an emergency call through the Service; and
- (iv) although the Service can be used anywhere in the world where an Internet connection is available, users should not call 999 or 112 outside England, Wales, Scotland or Northern Ireland because the call likely will not be routed to the appropriate emergency service.

It is important that each customer registers the location of its users and keeps this information updated so that it can be provided to the emergency services. Changes to location information can be made online through the Skype for Business administrator portal.

Refund Policy

Refund policy information is described in Customer's volume licensing agreement.

Contract Terms and Conditions

Standard contract conditions for the Service are provided in Customer's volume licensing agreement.

Subscription Fees and Charges

Information about subscription plans and usage charges (including Premium Rate Services and Number Translation Services number charges) can be found on the following website. <https://products.office.com/en-us/skype-for-business/pstn-calling-plans>

Telephone preference service and fax preference services

Telephone Preference Service ("TPS"), which is operated by the Direct Marketing Association on behalf of Ofcom, is a register that enables customers to opt-out of receiving unsolicited sales calls. Register with the TPS by calling 0843 005 9576 or online at <http://www.tpsservices.co.uk/tps-services-for-consumers/register-on-the-tps.aspx>.

Like TPS, Fax Preference Service ("FPS") is a register where businesses and individuals may opt-out of receiving unsolicited sales and market faxes. Register with FPS by calling 0843 005 9576 or online at https://secure.dma.org.uk/cgi-bin/session.pl?reg_option=fps.

Internet dialer protection

An Internet dialer, which is similar to a computer virus, is software that can be downloaded onto your computer and can connect your computer to Premium Rate Services without your knowledge or consent. To protect your computer, Microsoft recommends that Customer exercise caution when clicking on links or popups and downloading material for unknown sources. For further protection, upon request by phone or e-mail, Microsoft can bar access to all or specific Premium Rate Services for content and cost reasons. In addition, Microsoft recommends that Customer download all necessary security software to protect Customer's computer and that Customer

frequently installs updates for such software as it becomes available. If Customer believes it has been victimized by an Internet dialer, please contact Microsoft by phone or e-mail at the [Customer Service](#) contact information above.

Phone-paid Services Authority

All premium rate service providers ("Service Providers") must register with the Phone-paid Services Authority ("PSA"), which is an independent organization approved by Ofcom. PSA regulates Premium Rate Services and investigates complaints filed by consumers about calls to premium rate numbers such as 09, 118, 0870 and 871/2/3 and mobile short codes charged above 10 per call/SMS. All Service Providers must adhere to the PSA Code of Practice, which can be found at <http://psauthority.org.uk/for-business/code-of-practice>. If a Service Provider violates the Code of Practice, PSA may:

- Require a party to remedy a breach
- Issue fines
- Bar access to services

Service provider contact information

To find contact information for a Service Provider, use the PSA's #NumberChecker tool at <http://psauthority.org.uk/for-consumers/making-an-enquiry/submit-an-online-enquiry>. If Customer believes it has been wrongfully charged for a Premium Rate Service, contact the Service Provider directly.

Complaints

To file a complaint about a Service Provider with the PSA, Customer may, free of charge, submit an enquiry either online or by phone:

- Phone: 0300 30 300 20 (9:30 am – 5 pm Monday to Friday)
- Online Enquiry: <http://psauthority.org.uk/for-consumers/making-an-enquiry/submit-an-online-enquiry>

Dispute resolution

If Customer believes a Premium Rate Service charge on its bill was an error on Microsoft's part and would like a refund, Customer can file a complaint according to the [Calling Plan](#) Complaint Handling Code. If Customer files a complaint with Microsoft and either (a) the complaint is not resolved after eight (8) weeks of submission or (b) you receive a letter from Microsoft stating that we have reached a final decision, Customer may refer the complaint to Ombudsman Services, which is a third party approved by Ofcom to deal with complaints regarding communications services.

Number translation services, personal numbers and 0870 numbers

Number Translation Services are telephone numbers that begin with 08 (including 080 and 084 numbers) or 0500 (Freephone numbers) and are classified as "special service numbers" by the National Telephone Numbering Plan. Personal Numbers are prefixed with the numbers 070.

Rates for Number Translation Services, Personal Numbers, and 0870 numbers are provided on Microsoft's website and may fluctuate depending on the time of day and the day of the week that a call is made. Calls to 0800 numbers can be placed for no additional charge.

Calling Plan Complaint Handling Code

How to make a complaint

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Toll-Free Phone Number: 0800 032 6417

Online: Sign in to the Office 365 admin center and submit a service request by selecting New service request under Support.

Timelines

Complaints filed by phone during normal business hours, will be addressed by a live Microsoft representative, who will attempt to resolve the issue during the phone call.

Complaints filed online, will be responded to within two (2) business days and Microsoft will attempt to resolve the issue immediately.

If the issue is not resolved immediately, customer will be instructed on the steps to be taken to investigate the matter further. Microsoft aims to resolve all complaints related to the Service within seven (7) business days of receipt. If unsatisfied with the manner in which the complaint regarding the Service is managed, Customer may request an escalation. Microsoft will evaluate the complaint within seven (7) days of receipt.

Alternative dispute resolution

If a complaint is not resolved after eight (8) weeks of submission or if Customer receives a letter stating that Microsoft has reached a final decision, Customer may refer the complaint to Ombudsman Services, which is a third party approved by Ofcom to deal with complaints regarding communications services. Microsoft will also notify customer, in writing, about the availability of such alternative dispute resolutions services.

Ombudsman Services is independent of Microsoft and will render an impartial decision on the merits of the complaint. There is no cost for referring a complaint to Ombudsman Services.

All complaints must be sent to Ombudsman Services within twelve (12) months of filing the complaint with Microsoft. The steps for referring a complaint to Ombudsman Services can be found on the [Ombudsman Services' website](#).

The Ombudsman Services may be reached by filling out a contact form on the [Ombudsman Services' website](#) or by phone, letter, or e-mail:

Contact Form: <https://www.ombudsman-services.org/contact-us-communications.html>

Phone: 0330 440 1614

Fax: 0330 440 1615

Textphone: 0330 440 1600

E-mail: osenquiries@os-communications.org

Letter:

Ombudsman Services: Communications

PO Box 730

Warrington

WA4 6WU