Vodafone Business Customers

1. The Service – Overview

1.1 The Vodafone specialist customer service, or specialist advisor service (the "**Specialist Advisor**") provides Customer with a Specialist Advisor assigned from within the Specialist Customer Services Team to service the Customer's account (the "**Specialist Customer Services**"). The term "**Service**" or "**Services**" in these Service Specific Terms means the Specialist Customer Services. This Service is available to Enterprise Customers only.

2. Service Term Structure

- 2.1 The following documents further govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
 - (a) the Commercial Terms;
 - (b) applicable Price Plan Guide(s);
 - (c) these Service Specific Terms;
 - (d) the General Terms;
 - (e) the Mobility Service Terms as set out at <u>www.vodafone.co.uk/terms</u>;
 - (f) the Service Manual;
 - (g) the Order, which confirms the Service Elements selected by/for Customer; and
 - (h) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 Vodafone shall assign a Specialist Advisor to the Customer.
- 3.2 Vodafone will assign a dedicated email address and dedicated contact number for Customer.
- 3.3 Vodafone shall route Customer's calls and webchat to the UK ringfenced Specialist Customer Services Team.
- 3.4 Vodafone shall route Customer's emails to the assigned Specialist Advisor.
- 3.5 If the Specialist Advisor is unavailable or out of the office, Vodafone shall route emails within the UK ringfenced Specialist Customer Services Team.
- 3.6 Vodafone shall provide the Specialist Customer Services during Working Hours on Working Days in accordance with the table below. Outside of Working Hours, Customer's calls shall be automatically re-routed to the main Vodafone Customer Service Team.
- 3.7 Customer shall only contact the relevant helpdesks via the numbers set out in the 'Contact Number' column. Customer may also use VCO to receive the relevant Specialist Customer Services during the Working Hours, as set out in the matrix below:

Working Hours	Helpdesk / Platform	Services Available	Contact Number
8:00am – 6:00pm on Working Days	Specialist Customer Services Team	As set out in 3.8	Customer's authorised administrators will be provided with a dedicated contact number and email address at point of onboarding. End users shall call: • 191 from mobile (free call) • 03333 043 333 from a landline • +447836 191191 from abroad.

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At all other times not set out above	Vodafone Customer Service	Reporting and barring lost/stolen phones Voicemail PIN reset General device support Requesting personal unlock code (PUK)	Customer's authorised administrators to dial dedicated contact number. End users shall call • 191 from mobile (free call) • 03333 043 333 from a landline • +447836 191191 from abroad
24/7*	Vodafone Corporate Online (" VCO ")	VCO capabilities can be found at http://www.vcol.co.uk/	 * VCO is currently unable to support the following activities between 10:30pm and 7:30am: SIM swaps SIM connections Ordering

^{3.8} The Specialist Customer Services Team shall be responsible for the following general activities during the operating hours of 8am until 6pm on Working Days, including but not limited to:

- (a) Placing hardware orders;
- (b) Organising replacement devices;
- (c) Supporting general account activity, including billing queries, tariffs, SOC activity, international /roaming, changes of user ownership, address changes, data usage bars and thresholds, credits, and network connectivity issues;
- (d) Reporting lost/stolen activity suspension of numbers, in accordance with our General Terms;
- (e) Notification of any suspensions, cancellations and PAC requests;
- (f) Standard report generation of any report accessible through VCO.

Provided that, the detailed functionality and limitations of the Specialist Customer Service shall be at the discretion of Vodafone.

3.9 The Customer may request bespoke reporting in addition to the Specialist Customer Services as an add-on service. At Vodafone's sole discretion, and subject to the additional Charges specified in the applicable Order, Vodafone ay provide this add-on service to the Customer. For more information, please speak to your Specialist Advisor.

4. Service Specific Conditions of Use

4.1 **On-boarding of Specialist Advisor:**

- (a) If at the Agreement Start Date there is no Specialist Advisor available to be assigned to the Customer, Vodafone shall initiate the recruitment and on-boarding of a Specialist Advisor and shall provide all necessary training for the Specialist Advisor (the "On-Boarding Process"). Customer acknowledges that the Specialist Advisor shall not be available during the On-Boarding Process, which may be for up to a period of 12 weeks from the Agreement Start Date. Once the On-Boarding Process has concluded, Vodafone will notify the Customer of the Service Commencement Date, which may be earlier than the stated 12 week On-Boarding Process. Vodafone will commence billing for the Service from the Service Commencement Date.
- (b) All Specialist Advisors shall be subject to Baseline Personnel Security Standard (BPSS) clearance.
- (c) In the event that the Specialist Advisor leaves their position within Vodafone, Vodafone will either assign an alternative Specialist Advisor or begin the On-Boarding Process to source a replacement Specialist Advisor for Customer. During which, Customer will continue to be supported by the Specialist Customer Service Team.
- 4.2 Access to the Specialist Customer Services Team:

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- (a) The Specialist Customer Services Team may be accessed and utilised by approved persons of the Customer.
- (b) Customer acknowledges and agrees that Vodafone shall be required to undertake additional verification to confirm whether any individual has authority from Customer to utilise the Specialist Customer Services Team.

4.3 Service Levels:

The Specialist Customer Services Team's measurable Service Levels shall be as follows:

4.4 Call handling:

For Customer calls to the Specialist Customer Services Team during Working Days, Vodafone shall answer such calls as follows:

- (a) 95% of the calls within 15 seconds, and the rate of Call Abandonment shall be no more than 5%.
- (b) Call Abandonment is defined as calls made by the Customer but which the Customer abandons after waiting for a response for 15 seconds or more.

4.5 Email handling:

The Specialist Customer Services Team will respond to emails sent by the Customer to their dedicated email address within 4 Working Hours.

4.6 Ordering & Dispatch:

- (a) Customers shall place orders via VCO or email at their discretion. Orders placed via VCO are visible online, and are therefore deemed to be accepted at time of entry.
- (b) In measuring the Service Level obligations set out in this clause 4.3, Orders received after 4pm shall be deemed to have been received on the next Working Day.
- (c) In the event that Customer places 25 or more Orders in a single Working Day ("Bulk Ordering"), the Service Levels stated in this clause 4.3 shall not apply and Vodafone's Bulk Ordering Service Levels shall apply.
- (d) Orders placed via email: Vodafone shall process 95% of Equipment ordered via email, within 4 Working Hours from the day of Order confirmation, subject to stock availability.

4.7 Bulk interactions:

In the event that Customer places 25 or more Orders, or requests of the same nature in a single Working Day, then Vodafone shall be entitled to process via Vodafone's Bulk Ordering process, subject to Bulk Ordering Service Levels.

4.8 Escalations:

- 4.9 Where the Specialist Customer Services Team cannot resolve Customer's problem or query (raised in accordance with and covered by these Service Specific Terms) by standard processes, Customer may escalate the service affecting issue in accordance with the escalation matrix below.
- 4.10 The persons nominated in the escalation procedures shall each have sufficient authority to provide an effective means of escalation to the next level. Escalation routes shall be provided at the on-boarding stage.
- 4.11 Escalation levels shall be as follows:

Escalation level	Vodafone escalation point
1	Vodafone Specialist Advisor
2	Vodafone Team Leader
3	Vodafone Operations Manager
4	Vodafone Senior Operations Manager

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5. Renewal

- 5.1 Upon the expiration of the Minimum Term, the Order will automatically renew on a monthly basis ("**Renewal Term**") at the relevant Access Fee unless either party serves at least 30 days written notice to terminate the Order prior to the expiration of the Minimum Term.
- 5.2 During any Renewal Term, either party may terminate the Order by providing at least 30 days' notice.
- 5.3 Clause 5.1 above will not apply where the Customer has entered into a new Order for the renewal and recommitment of the Specialist Customer Services with Vodafone prior to the expiration of the Minimum Term.
- 5.4 In the event the Customer terminates the Order, the Customer would be transferred to Vodafone's standard customer service operating model.

6. Termination of Specialist Advisor Service

- 6.1 Where Customer terminates this Agreement prior to the end of the Minimum Term, Customer shall pay the monthly Access Fee for the number of months remaining in the Minimum Term. Customer shall pay Vodafone within 30 days of receipt of an invoice.
- 6.2 During the Renewal Period set out in Clause 5.1, either party can terminate the Agreement by providing 30 days' written notice.
- 6.3 Where Customer terminates this Agreement after the expiry of the Minimum Term, Vodafone will not assign a Specialist Advisor for a period of more than the mutually agreed termination date.
- 6.4 In the event the Customer terminates the Service, the Customer would be transferred to Vodafone's standard customer service operating model.

7. Data Protection

- 7.1 Data protection clause in the General Terms shall apply.
- 7.2 Vodafone may act as Data Controller or Data Processor for this Service dependent upon the nature of tasks undertaken as part of this Service. Where Vodafone act as Data Processor, the following clauses shall apply:
 - (a) Vodafone (and their subcontractors):
 - (i) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties' subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
 - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
 - (iii) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (a) providing at least ten (10) Working Days' prior notice, or (b) listing the new or replacement Sub-Processor on <u>www.vodafone.co.uk</u> at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause 7 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
 - (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.

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- (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
- (vi) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
- (vii) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.
- 7.3 Audit: Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organisation and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to dataprocessors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 7.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under clause 7.
- 7.4 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (b) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (c) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 7.5 **Law enforcement authorities:** Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 7.6 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

Specialist Customer Services (Specialist Advisor)



Definitions

Enterprise Customers

The following definitions are applicable to the Service:

Access Fee	The Specialist Advisor fee as specified in the Commercial Terms and/or Order.
Measurement Period	One calendar month unless specifically set out otherwise in this Service Level Indicator.
Service Levels	The service levels set out in the Service Levels section of these Service Specific Terms.
Team Leader	The line manager of the Specialist Advisor.
VCO (Vodafone Corporate Online)	The online account management system available to certain Customers.
Vodafone Customer Services	The basic level of service provided by Vodafone's customer service call centre.
Working Hours	Between 8am and 6pm Monday – Friday and any measurement of Working Hours shall be calculated between these hours.