

Terms & Conditions of Service –

The Privacy Policy relating to Applications developed for use with 3rd Party external software including but not limited to CRM systems

1. Description of the Service

This Policy and any related Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES, and the Customer Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer and the Privacy of Data when the Service is used with X.Communications Applications to provide interoperability between the Service and the Customer External Software systems.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Customer Order form.

The Supplier agrees to provide services including any relevant and prior developed Application software as shown on the Customer Order that provides interoperability to external systems including but not limited to CRM systems.

2. Definitions

In this Agreement the following terms shall have the following meanings:

Application means the software developed by X.Communications or other software acquired that is being used to provide and pass data between X.Communications telephony services and the Customer owned External Software systems.

Data means the calling records including telephone numbers and any recording of calls to and from the Customer over the X.Communications telephony Services to and from the Customers telephony Services provided by X.Communications to and from the Customers External Software systems via the X.Communications Application.

Customer Data including Personal Data means all data, including all text, sound, video, or image files, and software, including call recordings and voicemails that are provided to X.Communications Limited by or on behalf of the Customer through use of the Services. Customer Data also includes Call Recordings and Voicemail Recordings generated by use of the Service. Customer Data does not include data acquired by X.Communications Limited from the Customer to provide the Services including but not limited to customer and its employees email addresses, telephone number and other contact information required by X.Communications Limited to undertake the work required to provide the Services.

Data Controller / Controller means the Customer.

Data Processor / Processor means the X.Communications Limited.

Data Protection Laws means all laws and regulations relating to the use, protection, processing and privacy of Personal Data which are from time to time applicable, including the General Data Protection Regulation (EU) (2016/679) (the "EU GDPR") as amended and adopted by the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR") (collectively the "GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), together with any applicable laws and regulations that replaces or amends any of these from time to time.

Data Protection Requirements means any relevant Data Protection Laws, relating to privacy and data security; and the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

External Software means software used and owned by the Customer for internal business purposes including but not limited CRM (Customer Relationship Management) systems, and other systems that utilise in and outbound caller identifying data to populate the External Software.

Personal Data means any information identifier such as a name, address, identification number, physical as defined under the Data Protection Laws.

Services means the Application provided by X.Communications Limited

3. Service and Ownership

X.Communications Limited will use and otherwise process Customer Data, only to:

- (a) provide the Customer with the Services in accordance with Customer's documented instructions.
- (b) The Customer retains all right, title, and interest in and to the Customer Data.
- (c) X.Communications Limited acquires no rights to the Customer Data.
- (d) The Application receives and passes Customer Data to and from the external Customer External Software.
- (e) The Application does not retain any Data or Personal Data.
- (f) X.Communications does not copy or retain the Customer Data passing through the Application.

4. Processing of Personal Data

Customer and X.Communications Limited agree that the Customer is the controller of Customer Data and X.Communications Limited is the processor of the Customer Data as defined in the Data Protection Laws.

5. Processing duration and purpose

The parties acknowledge and agree that:

- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and the terms of the relevant Customer Order. And will consist of Data passing to and from the Customer External Software via the Application and not being retained within the Application and the Customer agrees for this Processing of the Customer Data by passing through the Application.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to allow Customer Data and Personal Data to pass through the Application to and from the Telephone Service and the Customer External Software.
- **Data Retention Post Contract.** No Customer Data or Personal Data is retained in the Application.

6. Data Security and technical details of the Service

- The processing of the Customer Data will be under these terms and no other terms, and that the Service will conform to these terms and no other terms, and that the Customer accepts the level of the Service being provided by X.Communications Limited and that this Service has no actual or implied warranties. Any and all claims for damages associated to the Service will not exceed the value of the contract for the Service as defined on the Customer Order between X.Communications Limited and the Customer.
- X.Communications Limited became ISO 27001 certified in 2022.
- X.Communications is Cyber Essentials Certified.
- X.Communications is ISO 9001 Certified

- X.Communications Limited will implement and maintain reasonable technical and organisational measures to protect the Customer Data passing through the Application against unauthorised disclosure or access to otherwise processed Customer Data.
- X.Communications Limited Security Policy is available to the Customer, along with other information reasonably requested by the Customer regarding X.Communications Limited security practices and policies.
- Customer appoints X.Communications Limited to process Customer Data, to provide the Services.

7. Customer Responsibilities

- Customer is solely responsible for making an independent determination as to whether the technical and organisational measures for the Services meet the Customer's requirements, including any of its security obligations under applicable Data Protection Requirements.
- Customer acknowledges and agrees that the security practices and policies implemented and maintained by X.Communications Limited provide a level of security appropriate to the risk with respect to the Customer Data.
- Customer is responsible for implementing and maintaining privacy protections and security measures for components within the control of the Customer.

8. Processor Confidentiality Commitment

- X.Communications Limited will ensure that its personnel engaged in the processing of Customer Data will be obligated to maintain the confidentiality of such data.
- X.Communications Limited shall provide periodic data privacy and security training and awareness to its employees with access to Customer Data,
- X.Communications Limited limits access to facilities where information systems that process Customer Data are located to identified authorised individuals.
- X.Communications Limited is ISO 27001 and ISO 9001 Certified
- X.Communications will ensure all Customer Data if retained will be held within the United Kingdom

9.0 PRIVACY POLICY Statement relating to Customer Data and Personal Data relevant to the Service and use of the Application

This Statement informs users of our Services of the different areas of information we the "service provider" will collect from them or which is provided by them when using the Application and how it will be processed.

If you choose to use our services, then you agree to the processing of data where data is required to enable the service, in accordance with this policy.

We will not use or share your information or the Customer Data and any Personal Data with anyone except as described in this Policy.

We are registered with the ICO (Information Commissioners Office) and comply with the General Data Protection Regulation 2018.

LEGAL BASIS for Processing and where needed collecting Customer Data and Personal Data:

We collect data to fulfil the services we provide to customers of the services under the terms of the contract signed with us for those services. To enable us to perform the services under the contract we require personal identifiable information about the caller, callers telephone numbers, visitor or customer and



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employees. This information is processed by the Telephone Service and passed to the Customer owned External Software and vice-versa. We will process that data for the purposes intended. We, X.Communications Limited, will not retain any data of any person using the Application and the Application does not retain or record any Data.