

## Terms & Conditions of Service

### THE SCHEDULE for the supply of Call Recording and Voicemail Services

#### 1.0 Description of the Service

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

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 Order form.

The Supplier agrees to provide Call Recording Services as specified under this Schedule.

Where a conflict exists between this Schedule and the Master Services Agreement, the Master Service Agreement will take precedence.

#### 2.0 Definitions

The definitions and rules of interpretation below apply in this Schedule:

**Backup:** means the process of copying the data to another Server.

**Call Recording:** means the recording of voice calls made using the Supplier's telephony Services.

**Call Recording Data;** means the computerised code pertaining to Voice Recording and Voicemail, generated by the Suppliers systems with information in an electronic form that can be stored and processed by a computer:

**Call Records:** means Individual Call Recordings or Voicemail recordings.

**Servers:** means the machines both physical and virtual used by the Supplier to store data including Call Recording data.

**Storage:** means space on the Supplier's Servers used for storing Call Recording data.

**Voicemail;** means a recording of a voice call message left at an extension or other end point location within the Service.

#### 3.0 The Service

- 3.1 The Supplier will store on its Servers, Call Recording and Voicemail Call data that has been generated by calls made to or from the Customer using the Supplier's telephony Services.
- 3.2 The Supplier provides the Service for a specified period as shown on the Order after which the call recording and voicemail data is deleted from the Servers.
- 3.3 It is the Customer's responsibility to ensure any data that is reaching the limit of the Service Period is copied to another location before the deletion of the data occurs or additional data storage space is purchased from the Supplier.
- 3.4 The Supplier shall not be liable to the Customer for any loss of data or non-availability of data due to non-maintenance of sufficient storage capacity by the Customer.
- 3.5 It is the Customer's responsibility to ensure sufficient Storage exists and to upgrade to additional storage if required.

- 3.6 Call records will be kept for a period of time as specified on the Order but limited to the duration of the Contract for the supply of the Service.
- 3.7 Access to the Customer's Call Recordings will be made available online by means specified by the Supplier that may change from time to time.
- 3.8 Unless a Backup service has been purchased on a Customer Order the Customer shall be solely liable for maintaining an independent backup copy of the Call Recording data.
- 3.9 For the purposes of maintenance of the Supplier's Servers or Equipment the Supplier may from time to time move the data, be that Call Recordings or Voicemails to an alternative server location.
- 3.10 The Customer agrees to indemnify and hold the Supplier harmless from any claim of whatsoever nature arising from the content of the data, the loss of the data or the corruption of the data.
- 3.11 Upon termination of the Service the Supplier will give the Customer a reasonable period of time not exceeding 3 months to copy the Call Recording Data away from the Supplier's Servers.
- 3.12 The Supplier will after the end of the contract Period and the time given for the Customer to move away any Call Recording Data, delete from its servers the Call Recording Data which may consist of but not limited to Voicemails, Call Records and Call Recordings.
- 3.13 The Customer accepts that once deleted the Call Recordings, Voicemails and other Call Records will no longer exist and are irretrievable from the Suppliers Servers.
- 3.14 To use the Call Recording Service from the Supplier the Customer must have one of the Supplier's SIP Trunking or Hosted Telephony Services.
- 3.15 The Customer has the ability to request the Supplier to stop recording calls on an individual extension number or as a whole. If a suspension is requested the Customer is still liable for the full charges associated to the Service until the end of the Service Period as denoted on the Customer Order.
- 3.16 The Customer will not be able to access the Call Records if the Supplier suspends the Service of either the Call Recording or Voicemail or the Telephony Service or any other part of the Service that allows access to the Service.

#### **4.0 Customer Obligations**

- 4.1 The Customer acknowledges and Agrees at all times to comply with all relevant Law. This may include, but is not limited to, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (Article 5 of the EU Telecoms Privacy Directive).
- 4.2 The Customer is solely responsible for complying with all relevant Law and the Customer Acknowledges and agrees that failing to do so may result in legal liability to the Customer.
- 4.3 The Customer will, at all times, notify the other party on the call that it is being recorded and (where appropriate) seeking consent.
- 4.4 The Supplier will have no Liability whatsoever for the content generated by means of the Call Recording Service or Voicemail Service which is stored on the Supplier's Servers.

- 4.5 The Customer Acknowledges and agrees that, for the purposes of the Data Protection Act 2018:
- 4.5.1 The recorded calls constitute “personal data” and may, depending on the content of the call, constitute “sensitive personal data”;
  - 4.5.2 The Customer is the “data controller” and, in respect of enabling the recording of calls using the Service, the Supplier is the “data processor”;
  - 4.5.3 The Customer is solely responsible for determining appropriate data retention periods for the Content stored on the Servers, and acting accordingly to effect deletion, for the purposes of relevant Law;
  - 4.5.4 As data controller for the Content, the Customer permits the Supplier to carry out data processing by means of operating the Service in accordance with the Terms. Once the Content has been written to the Server, the Supplier’s duties as data processor will cease. This is the only processing of the Content that the Supplier will carry out in connection with the Call Recording and Voicemail Service.
  - 4.5.5 In relation to our duties as data processor:
    - 4.5.5.1 We agree to use our reasonable endeavours to comply with any reasonable and lawful instruction which the Customer, as the data controller, gives to the Supplier in connection with the Content (and the Supplier will not act on instructions from any third party in respect of the processing, except where it is necessary to comply with a relevant regulatory authority or is otherwise required under relevant law).
- 4.6 The Customer is responsible for the removal of all Call Recording Records and Voicemail Call Records from the systems in line with the Suppliers requirements for supplying the Service. For the avoidance of doubt the retention period for Call Recordings shall not exceed 90 days beyond the termination period of the Contract for the Supply of the Service or 30 days in excess of any agreed storage volumes as detailed on the Customer Order Form during the duration of the Contract.
- 4.7 The Customer is responsible for the removal of all Voicemails Call Records in the Suppliers Systems supporting the Service that have exceeded a period of 90 days from when the Voicemails were left by a caller.
- 4.8 The Customer agrees that the Supplier can without prejudice to the above delete any and all Voicemail Call Records that reside on the Suppliers Systems that have exceeded the 90 days period from when the Voicemail was left.