

## MANAGEMENT SYSTEM TERMS AND CONDITIONS

### Definitions and Interpretation

“The Company”	means where applicable a Reseller, Sub-Reseller or Service Provider providing the Service to the End User.
“You”	means where applicable a Reseller, Sub-Reseller or a person who is the End User of the Service.
“Numbers”	means the telephone numbers supplied by the Company from its blocks of telephone numbers allocated to it by Ofcom or another Network Operator or a supplier within the jurisdiction of any other competent regulatory authority.
“the Service”	means the supply of Numbers and telecommunication services or facilities provided by the Company and shall include the whole or any individual element thereof.

By using this Service, You hereby agree to the following Standard Terms and Conditions in addition to any other agreements you may have with the Company.

### 1. Regulatory Notices

1.1 You acknowledge that the Service may be governed by various regulatory requirements and You warrant that You will wherever applicable comply with all such regulatory requirements in relation to the use of the Service.

1.2 You will ensure that in regard to any audio that is used in conjunction with the Service You will:

- a) Where required obtain a license under the PRS license requirements, further details of which can be found at <http://www.prsformusic.com>.
- b) Indemnify the Company against any claim arising from its use of your own audio.
- c) You agree that You will not play ringing sounds to a caller once the call has been connected without 1<sup>st</sup> playing audio that lets the caller know the call has been connected and is being charged for.

### 2. Account retention

2.1 Accounts that do not incur rental charges, once activated, will be available for the use of the Customer until such time as they have been unused for a period in excess of six calendar months.

### 3. Fax services

Any calls received that are connected and answered by a Fax service will have a maximum call duration of 60 minutes. Any calls reaching the 60-minute threshold will be terminated.

### 4. Call Recordings

4.1 Where the Service includes Call Recording, the recording files may be backed up. If you do not wish for us to back up recordings, please notify us in writing prior to using the Service.

4.2 The Company will use its best endeavours to ensure compliance with our service level agreements however you are hereby notified that we cannot be held responsible for failing to record or copy such calls.

4.3 Where You have a specific arrangement with us that recordings of calls are not to be retained on our systems then those call recordings will have been irrevocably erased prior to service backup copies being made.

4.4 If You require copies of recordings from the backup then we will endeavour to obtain those for a fee to be agreed at the time of the request.

### 5. Security

You undertake to;

5.1 Safeguard and keep confidential any username and password allocated to You.

5.2 Take all reasonable steps to protect the confidential information and intellectual property rights of the Company.

5.3 Not use the Service for any illegal, illicit or immoral purpose.

### 6. Data Protection

6.1. For purposes of this Section 6, "Personal Data" includes any "personal data" within the meaning of the UK Data Protection Legislation, for the avoidance of doubt, "Data Protection Legislation" means the Data Protection Act 1998 or, with effect from 25 May 2018, the General Data Protection Regulation (Regulation 2016/679) and any applicable UK legislation that modifies, implements or applies it.

6.2 With respect to any Personal Data processed on Your behalf under the Agreement, Company and You agree that You are the data controller and Company is the data processor in relation to that data. We shall process the Personal Data only in accordance with the terms of the Agreement, the Company's Privacy Policy, the Data Protection Act 1998 or, once in force, the European General Data Protection Regulation 2016; any other existing or future law, directive or regulation relevant to the Processing of Your Personal Data ("UK Data Protection Legislation"), and lawful instructions reasonably given by You to us from time to time. Both parties will employ appropriate technical and organizational measures to protect such Personal Data. As data processor, Company may appoint sub-processors for parts of its processing of Personal Data, provided however, that the sub-processor assumes the same obligations as are imposed on Company as data processor. Under no circumstances will Company be deemed a data controller with respect to Customer Data and any Personal Data. In respect of Customer Data that constitutes Personal Data, Company shall: (i) take appropriate technical and organisational measures against unlawful and unauthorised processing of the Personal Data and against accidental loss, destruction of and damage to the Personal Data, alteration or disclosure of the Personal Data to any third party; (ii) take reasonable steps to ensure the reliability of all of its personnel (whether employees or contractors) that may have access to the Personal Data and to ensure

that they are adequately trained in the good handling of Personal Data; (iii) act only in accordance with the Customer's instructions in relation to processing the Personal Data and not use the Personal Data for any purpose other than to provide the Service under the Customer Agreement, Company's Privacy Policy, or as may be required by applicable UK Data Protection Legislation.

6.3. You acknowledge that Company relies on Customer for direction as to the extent to which we are entitled to use and process the Personal Data You provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from Your instructions.

6.4. Customer agrees and consents to Company and the Network Providers that Company uses to assist in providing the Services to Customer having the right to access Customer's account and to use, modify, reproduce, distribute, display and disclose Customer Data, including any Personal Data, to the extent necessary to provide the Services, including, without limitation, in response to Customer support requests. Any such Network Providers Company uses will only be given access to Customer's account and Customer Data as is reasonably necessary, in Company's discretion, to provide the Service and will be subject to: (i) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in the Agreement and (ii) their agreement to comply with the Personal Data restrictions, including transfer restrictions, set forth in this Clause 6.

6.5. We will promptly notify You if we receive a request from a person to access to that person's Personal Data; a complaint or request relating to Customer's obligations under applicable data protection legislation; or any other communication relating directly to the processing of any Personal Data in connection with the Agreement. Company will provide You with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data processed by Company on Your behalf, including by providing You with details of the complaint or request, complying with any data subject access, rectification or deletion requests (within the relevant timescales set out in applicable data protection legislation) and providing You with any Personal Data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).

6.6. You represent to Company that You are in compliance with all applicable UK Data Protection Legislation, You have obtained all necessary rights and consents under applicable Law to disclose to Company, or allow Company to collect, use, retain and disclose any Personal Data that You provide to Company, or authorise Company to collect, including information that we may collect directly from Customer end users via cookies or other means, and that Company will not be in breach of any such laws by collecting, receiving, using, transferring and disclosing such information in connection with the Service. As between Customer and Company, Customer is solely responsible for disclosing to Customer's end users that Company is processing Personal Data for You and obtaining data from such customers. It is Customer's obligation to disclose to its agents and other end users that such data may be subject to disclosure as required by applicable Law.

6.7. You agree to notify Company of: (i) any limitations in Your privacy notice to data subjects; (ii) any changes in, or revocation of, consent by a data subject to use or disclose Personal Data; and (iii) any restrictions on the use of Personal Data to which You have agreed in accordance with your agreements with data subjects; in each case, to the extent that such limitations, changes or restrictions may affect Company's use or disclosures of Personal Data.

6.8. If You receive Personal Data through the use of the Service, You must keep such information confidential and only use it in connection with the Service. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless You receive the express consent of the user to do so. You may not disclose any acquired Personal Data to any third party, other than in connection with processing of transactions or the provision of Services requested by end users of the Service. You acknowledge that data sent from Company to You is sent in the knowledge that Internet, email and http are not a 100% secure communications medium. We advise that you understand and accept this lack of security.

Although we have taken steps to ensure that Internet, email, http transmissions and attachments are free from any virus, we advise that in keeping with best IT practice, You ensure that they are actually virus free.

6.9. Company will delete all Customer Data and any Personal Data it may hold within a reasonable period of closure of Customer's account, or upon Company's reasonable determination that the information is no longer necessary for the purposes for which such information was collected or retained, in Company's sole discretion. Customer acknowledges that Company may archive Customer Data and Personal Data rather than delete such data while Customer remains a customer of Company.

## **7. Complaints Procedure**

Complaints should be raised in writing. If you are a residential consumer or a small business of no more than 10 employees and the Company has been unable to resolve a complaint raised by you within eight weeks, you have the right to ask Otelo or CISAS (an alternative dispute resolution scheme) to investigate your complaint at no cost.

## **8. Emergency calls**

The Services provided by the Company to You do not provide the facility to make 999 or 112 emergency service calls. You must ensure You have alternative facilities to make emergency calls and that End Users are aware of how to make an emergency call. The Company does not accept any responsibility for the result of any attempts to make emergency calls through the service.

## **9. Dialler Calls**

If You use the dialler facility, You agree that You will comply with all Ofcom regulations relating to dialler services.

## **10. Customer Data**

While every effort is made to ensure that data you provide is handled by us securely, we cannot be held liable for any data or audio received, held or used by the service, including without limitation the loss or corruption of that data.