



Recording Extra

Annex to the BT One Phone SME Schedule

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms and Schedule

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the General Terms or the Schedule.

Part A –Recording Extra and Recording Storage Extra

1 This Annex

- 1.1 The terms of this Annex apply in addition to the terms of the General Terms and the Schedule.
- 1.2 This Annex will apply where you have ordered Recording Extra or Recording Storage Extra, as set out in any applicable Order.

2 Service Summary

- 2.1 BT will provide you with Recording Extra or Recording Storage Extra as set out in the Order.
- 2.2 You will be able to store your Recorded Calls and Texts for one month from the date of recording. Upon expiry of the one month period, the Recorded Calls and Texts will be deleted.
- 2.3 You may order Recording Storage Extra which allows you to store your Recorded Calls and Texts for longer than one month as set out in Paragraph 3.3.

3 Specific Terms

3.1 BT One Phone Portal

- 3.1.1 The BT One Phone Portal enables:
 - (a) the Administrator to access all Recorded Calls and Texts and manage the settings of Users; and
 - (b) Users to access their own Recorded Calls and Texts.

3.2 Use of Recording Extra

- 3.2.1 BT will use reasonable endeavours to provide you with uninterrupted access to Recording Extra, but from time to time Incidents may occur.
- 3.2.2 Occasionally, for commercial or operational reasons, including the provision of service enhancements or software upgrades, BT may:
 - (a) change any codes, numbers or URLs given to you and, where appropriate, notify you within a reasonable time before the event;
 - (b) change, without notice, the performance or functionality of Recording Extra including all information, materials and Content, or the way BT provides the Recording Extra; or
 - (c) without notice, interrupt or suspend access to the Recording Extra. If this happens BT will restore access as quickly as possible.
- 3.2.3 For the purposes of this Paragraph 3.2, BT may give you a notice by publishing the changes on the BT One Phone Portal.
- 3.2.4 BT does not warrant or represent that the Recording Extra service meets your legal or regulatory obligations in respect of any relevant legislation applicable to interception, recording and monitoring of recordings. You are responsible for adhering to all applicable legislation to ensure all call recordings are in compliance with all Applicable Laws in all respects.
- 3.2.5 You will:
 - (a) be solely responsible for the content of the recordings and use of the Recording Extra service;
 - (b) ensure that you have obtained all necessary permission, consents and approvals for use of the Recording Extra service, including Recording Extra Users' agreement to the recordings; and
 - (c) comply with all laws, directives or regulations which may be applicable for the use of the Recording Extra service, including Data Protection Legislation.

3.3 Use of Recording Storage Extra

You may increase or decrease the number of years covered by Recording Storage Extra at any time, but any change will apply only to Recorded Calls and Texts recorded after the date of the change.

3.4 PCI DSS Compliance Obligations



3.4.1 Recording Extra is not compliant with PCI DSS nor is it designed or intended to be and you will not use Recording Extra for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

3.4.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

3.5 Invoicing

BT will invoice you for the Charges in the amounts set out in any applicable Order or in Section 10c of the BT Price List.

3.6 Suspension and Termination of Recording Extra and Recording Storage Extra

3.6.1 BT may:

- (a) if it considers your card security practices to be unacceptable, or non-compliant with PCI DSS (including the recording of card details) and you refuse to comply with BT's reasonable instructions as to your card security or remain non-compliant with PCI DSS; or
- (b) where you are in breach of this Annex:
 - (i) suspend Recording Extra, Recording Storage Extra or access to the BT One Phone Portal until such practices are remedied or improved to BT's reasonable satisfaction; or
 - (ii) terminate Recording Extra or Recording Storage Extra in accordance with Clause 17 of the General Terms.

3.6.2 You will continue to pay any Recurring Charges applicable to the Recording Extra or Recording Storage Extra during any period of suspension in accordance with Paragraph 3.6.1 (b).

3.7 Consequences of Termination

3.7.1 Where the Contract or Recording Extra is terminated:

- (a) your access to Recording Storage Extra will also be terminated; and
- (b) all Recorded Calls and Texts will be deleted at the end of the month following termination, unless they have previously been deleted. The terms of the Contract will continue to apply to those Recorded Calls and Texts until they are deleted.

3.7.2 Where Recording Storage Extra is terminated, all Recorded Calls and Texts will continue to be kept for the agreed storage period applicable to the Recorded Calls and Texts at the time it was recorded. The Contract will continue to apply to those Recorded Calls and Texts.



Part B – Defined Terms

4 Defined Terms

In addition to the defined terms in the General Terms and the Schedule, capitalised terms in this Annex will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Annex). BT has repeated some definitions in this Annex that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Annex.

“Administrator” means any individual authorised by you who will be responsible for administering Users.

“Cardholder Data” means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account. Cardholder data may also include any of the following: cardholder name, expiration date, service code or Sensitive Authentication Data.

“PCI DSS” means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

“Recorded Calls and Texts” means your incoming and outgoing calls and texts that you record using Recording Extra.

“Recording Storage Extra” means a facility that allows you to store Recorded Calls and Texts for more than one month.

“Schedule” means the BT One Phone SME Schedule to the General Terms.

“Sensitive Authentication Data” means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions that may be transmitted or processed (but not stored) as part of a payment transaction.