



Annex to the Service Schedule for BT One Phone - Recording Extra

1. The following Clauses apply to use of BT One Phone Recording Extra. They apply in addition to the:
 - (a) The Order Form (including the BT One Phone Coverage Plan and where applicable the Flexible Caller Line Identity (CLI) Extra – Order Form)
 - (b) The BT Price List
 - (c) The Annex for BlackBerry
 - (d) The Annex for the BT One Phone Portal
 - (e) The Annex for BT Signal Assist;
 - (f) The Annex for Onsite Mobile Network
 - (g) The Annex for Private Voice Extra & Private Data Extra;
 - (h) The Annex for Onsite SIP Network
 - (i) The Service Schedule for BT Business One Phone
 - (j) The Conditions for BT Business Service.
2. **BT One Phone Recording Extra**
 - 2.1 The BT One Phone Recording Extra consists of the following:
 - (a) Recording of all incoming and outgoing calls and texts via a BT One Phone SIM Card where the BT One Phone SIM Card is in the UK (“Recorded Calls”);
 - (b) Storage of all Recorded Calls and Texts for 1 Month from the date of recording. Upon expiry of the 1 Month the Recorded Call or Text will be deleted other than where the Customer has requested storage for a longer period via Recording Storage Extra details of which are set out in Section 10d and 10e of the BT Price List; and
 - (c) Access to the Recorded Calls and Texts via the BT One Phone Portal. The terms and conditions applicable to the BT One Phone Portal apply to the Administrator and Users use of the BT One Phone Portal as set out in the Annex for the BT One Phone Portal.
 - 2.2 The BT One Phone Portal enables:
 - (a) The Administrator to access all Recorded Calls and Texts and manage the settings of Users;
 - (b) Users can access their own Recorded Calls and Texts.
 - 2.3 The Customer may request storage of Recorded Calls and Texts for a period in excess of 1 month by ordering Recording Storage Extra. Where the Customer requests a reduction or extension in the amount of time Recorded Calls and Texts are stored under Recording Extra, Recorded Calls and Texts will continue to be kept for the storage period that applied at the time the call was recorded.
3. **Use of the Recording Extra**
 - 3.1 BT does not guarantee that the BT One Phone Recording will be available at all times or will be fault free. BT will try to provide uninterrupted access to the BT One Phone Portal and BT One Phone Recording, but the Customer understands and agrees that from time to time faults may occur.
 - 3.2 Occasionally, for commercial or operational reasons, including the provision of service enhancements and/or software upgrades, BT may at any time:
 - (a) change any codes, numbers or URLs given to the Customer, provided that if BT deems it appropriate, BT will notify the Customer within a reasonable time before the event;
 - (b) change, without notice, the performance or functionality of BT One Phone Recording Extra including all information, materials and Content, or the way BT provides the BT One Phone Recording Extra; or
 - (c) without notice, interrupt or suspend access to the BT One Phone Recording Extra. If this happens BT will restore access as quickly as possible.

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For the purposes of Clause 3.2 of this Annex BT may give notice by publication of the changes on the BT One Phone Portal.

4. PCI DSS Compliance

4.1 For the purposes of PCI DSS compliance the Customer is the Merchant and the Customer is solely responsible for adherence to PCI DSS requirements.

4.2 BT does not represent, undertake or warrant that the Customer as the Merchant is compliant with PCI DSS requirements solely as a result of using the products and services provided under this Contract.

4.3 The Customer acknowledges and agrees that in order to comply with PCI DSS requirements the Customer will not record card details using BT One Phone Recording Extra.

4.4 The Customer acknowledges that BT will not monitor the Customer's data and agrees that where BT deems the Customer's Card security practices to be unacceptable, or non-compliant with PCI DSS BT may refuse to supply BT One Phone Recording Extra to the Customer.

5. Suspension and Termination of Recording Extra

5.1 BT may at BT's sole discretion:
(a) where BT deems the Customer's Card security practices to be unacceptable, or non-compliant with PCI DSS (including but not limited to the recording of card details) and the Customer refuses to comply with BT's reasonable instructions as to the Customer's card security instructions or remains non-compliant in terms of PCI DSS; or

(b) the Customer is in breach of this Annex,

BT reserves the right at BT's sole discretion to:

(a) suspend BT One Phone Recording Extra and/or access to the BT One Phone Portal until such practices are remedied or improved to BT's reasonable satisfaction; or

(b) terminate the Contract in accordance with Clause 6 of the Conditions.

The Customer will continue to pay any monthly charges applicable to the Service during any suspension.

5.2 BT may terminate User access to the BT One Phone Recording Extra or part of the BT One Phone Recording Extra on 28 days' written notice to the Customer.

6. Consequences of Termination

6.1 Where the Contract and/or the Service is terminated:

(a) Recording Extra will automatically terminate;

(b) Recording Storage Extra will automatically terminate; and

(c) all Recorded Calls and Texts will be deleted at the end of the month following termination unless they have previously been deleted. The terms and conditions of the Contract will continue to apply to those Recorded Calls and Texts until they are deleted.

6.2 Where Recording Extra and Recording Extra Storage is terminated all Recorded Calls and Texts will continue to be kept for the agreed storage period applicable to the Recorded Call or Text at the time it was recorded and the terms of the Contract will continue to apply to those Recorded Calls and Texts.

7. Definitions

7.1 In this Annex, unless the context requires otherwise, in addition to the defined terms set out in the Conditions, and the Service Schedule, the Annex for BlackBerry, the Annex for the BT One Phone Portal, the Annex for BT Signal Assist, the Annex for Onsite Mobile Network, and the Annex for Private Voice Extra & Private Data Extra capitalised terms in this Annex will have the following meaning:

PCI DSS	Means the Payment Card Industry Data Security Standard (PCI DSS) a set of requirements designed to ensure that ALL companies that process, store or transmit credit card information and bank account details maintain a secure environment.
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