Phonebook Plus

Trial Terms

PortPhones

1. PARTIES

These Terms are between:

(a) **The Provider**, Port Phones Ltd, of 31–33 Commercial Road, Poole, Dorset BH14 0HU; company number 16706208; email sales@portphones.co.uk; and

(b) **The Customer**, the entity named in the Acceptance.

2. DEFINITIONS

"Acceptance" means the Customer's acceptance of these Terms through the Provider's online acceptance process.

"Business Day" means a day other than a Saturday, Sunday, or public or bank holiday in England and Wales.

"Business Hours" means 9:00 AM to 5:00 PM on a Business Day.

"Clients Folder" means the contacts folder the Provider creates in each Mailbox in Scope under Phonebook Plus, named after the Customer.

"Company Phonebook" means the company phonebook on the System, which every phone and extension on the System uses to name callers.

"Data Protection Laws" means the UK GDPR and the Data Protection Act 2018, together with any successor or amending legislation.

"Found Contact" means a contact the Provider creates under Phonebook Plus from an email.

"Mailbox in Scope" means each mailbox in the Customer's Microsoft 365, other than guests and any mailbox the Customer excludes under clause 5(d).

"Microsoft 365" means the Customer's Microsoft 365 tenant, including its Exchange Online mailboxes and Microsoft Entra ID.

"Order" means an order form for the Service accepted by the Customer under the Provider's Standard Terms and Conditions.

"Phonebook" means the part of the Service described in clause 3(a), provided through the Provider's Microsoft Entra application "Port Phones Phonebook".

"Phonebook Plus" means the part of the Service described in clause 3(b), provided through the Provider's separate Microsoft Entra application "Port Phones Phonebook Plus".

"Service" means Phonebook and Phonebook Plus, provided on a trial basis under these Terms.

"System" means the Customer's 3CX phone system.

3. THE SERVICE

The Provider shall:

(a) **Phonebook:** at regular intervals, normally every 15 minutes, read the Outlook contacts in every Mailbox in Scope and the list of the Customer's users, and keep one entry for each telephone number in the Company Phonebook, so that a caller saved in any Mailbox in Scope is named on every phone and extension on the System. Where the same number is saved under different names, the name saved in the most mailboxes is used. The Provider only adds, changes or removes entries that it created itself.

(b) **Phonebook Plus,** only once the Customer has approved the Phonebook Plus application in Microsoft 365:

(1) read the emails, and their attachments, received in each Mailbox in Scope from senders outside the Customer's own email domains;

(2) take from each such email and its attachments only the sender's name, company, telephone numbers and email address;

(3) hold the content of each email and attachment in memory only for as long as it takes to do so, never store or log it, and pass it to no one other than a sub-processor named in clause 6.4 for that purpose;

(4) on its first run, prepare a list of the Found Contacts it would add, and add nothing until the Customer has approved that list;

(5) after that approval, add Found Contacts to the Company Phonebook and to a Clients Folder in each Mailbox in Scope; and

(6) remove a Found Contact from the Company Phonebook and from every Clients Folder once the Provider has not seen an email from that person for three years.

(c) **Host and operate** the Service on the Provider's infrastructure within the United Kingdom.

(d) **Support** the Service by telephone and email during Business Hours, using reasonable endeavours.

3.1 **No charge.** The Service is provided free of charge under these Terms.

4. WHAT THE SERVICE NEVER DOES

(a) Phonebook Plus does not send, delete, move, mark as read or change any email or attachment.

(b) The Service does not add to, change or delete any contact outside the Clients Folders. From the next update after it is saved, a contact saved by any of the Customer's users takes precedence over a Found Contact, in the Company Phonebook and in each Clients Folder.

(c) Where the Provider uses an artificial intelligence service to pick out contact details, that service is a sub-processor named in clause 6.4. It receives only what it needs to pick out contact details, does not keep it once it has answered unless the law or that service's own safety checks require it, and does not use it to train any model. It is never sent an email in which no telephone number has been found.

(d) No person at the Provider reads the emails or attachments that Phonebook Plus reads. Phonebook Plus reads them automatically, only to pick out contact details.

5. CUSTOMER OBLIGATIONS

The Customer shall:

(a) **Microsoft 365:** have its administrator approve the Provider's application(s) in Microsoft 365. The Customer may remove either application at any time.

(b) **Its people:** tell its staff, before Phonebook Plus is approved, that the emails sent to them are read to find senders' contact details.

(c) **Corrections:** tell the Provider of any name that is wrong, and of any number or person it wants left out.

(d) **Excluded mailboxes:** tell the Provider in writing of any mailbox it wants left out of the Service, or of Phonebook Plus alone. The Provider shall stop reading that mailbox from its next run and shall, on request, remove its Clients Folder from that mailbox within 14 days.

5.1 **Accuracy of names.** Names come from the Customer's users' own Outlook contacts and, under Phonebook Plus, from the details senders give in their own emails. The Provider shall use reasonable endeavours to name each number correctly, but does not warrant that every name is correct or complete, and shall correct or remove a name, or exclude a number, promptly on the Customer's request.

5.2 **Dependence on Microsoft.** The Service depends on Microsoft 365, Microsoft Graph and Microsoft Entra ID, which Microsoft provides and controls. The Provider does not control, and cannot guarantee, their availability, behaviour or continuation.

6. DATA PROCESSING

6.1 **Roles.** The Customer is the Controller and the Provider is the Processor of the personal data processed in providing the Service.

6.2 **Instructions.** The Provider processes personal data solely to provide the Service and for no other purpose. These Terms are the Controller's documented instructions, and the Provider processes personal data only on those instructions, unless the law requires otherwise, in which case the Provider shall tell the Controller before processing, unless that law forbids it. The Provider shall tell the Controller promptly if, in its opinion, an instruction infringes the Data Protection Laws. The Controller warrants that it has a lawful basis under the Data Protection Laws for the processing it instructs, and that it has given the data subjects the information the Data Protection Laws require.

6.3 **Particulars.**

(a) **Subject matter and purpose:** naming callers on the Customer's phones from the contact details held in, and (under Phonebook Plus) sent to, the Customer's Microsoft 365 mailboxes, and nothing else.

(b) **Duration:** for as long as these Terms apply, plus the period in clause 7.2.

(c) **Data subjects:** the Customer's staff and other users of Microsoft 365; people saved as contacts in any Mailbox in Scope; and, under Phonebook Plus, people who email the Customer's staff from outside the Customer's own email domains.

(d) **Types of personal data read:** the names and email addresses of the Customer's users; the names, companies, telephone numbers, email addresses and last-changed dates of the Outlook contacts in each Mailbox in Scope; and, under Phonebook Plus, the emails and attachments described in clause 3(b), which may contain any kind of information, including special category data, and are held in memory only.

(e) **Types of personal data kept:** for each entry, a name, company, telephone numbers and email address; for a Found Contact, also the dates the Provider first and last saw an email from that person, how many Mailboxes in Scope received one, and whether the Customer has approved it; for a person the Customer struck out, only their email address and those dates; and, for running the Service, the addresses of the Mailboxes in Scope and the identifiers of the Clients Folders.

(f) **Where it is kept:** in the Company Phonebook on the System; in the Provider's own database and backups; and in the Clients Folders, in the Customer's own Microsoft 365.

6.4 **Sub-processors.** The Controller authorises the Provider to use the sub-processors below. The Provider shall give 30 days' written notice before adding or replacing one, and the Customer may object on reasonable data-protection grounds and end these Terms. Each sub-processor shall be bound by obligations no less onerous than this clause 6, and the Provider remains fully liable to the Controller for each sub-processor's performance.

SUB-PROCESSOR	PURPOSE
DigitalOcean (United Kingdom, London)	Hosting of the software that provides the Service
Amazon Web Services EMEA SARL, through Amazon Bedrock (United Kingdom and European Economic Area)	Under Phonebook Plus only: picking out contact details from emails and attachments

6.5 **Location.** Personal data is processed within the United Kingdom, save that the artificial intelligence service in clause 6.4 may process the emails and attachments it is sent in the European Economic Area, and never elsewhere. This clause is the Customer's prior written consent to that processing.

6.6 **Security and confidentiality.** The Provider shall maintain appropriate technical and organisational measures, including encryption of data in transit and at rest, access controls limiting access to authorised personnel, and encrypted storage of authentication tokens and secrets, and shall ensure that every person it authorises to process personal data is bound by a duty of confidentiality.

6.7 **Assistance, breach and audit.**

(a) The Provider shall assist the Controller in responding to data-subject requests and, taking into account the nature of the processing and the information available to the Provider, in meeting the Controller's obligations on security, personal data breaches, data protection impact assessments and prior consultation with the Information Commissioner; shall notify the Controller of any request it receives directly within 72 hours; and shall not respond directly unless instructed.

(b) The Provider shall notify the Controller without undue delay, and within 72 hours, of becoming aware of a personal data breach, with the information required to enable the Controller's own reporting.

(c) The Provider shall make available to the Controller the information reasonably necessary to demonstrate its compliance with this clause 6, and the Controller may audit that compliance on not less than 14 days' notice, during Business Hours.

7. ENDING THESE TERMS

7.1 **Ending.** Either party may end these Terms at any time by telling the other in writing. The Customer may also switch off Phonebook Plus alone at any time, by telling the Provider in writing or by removing the Phonebook Plus application in Microsoft 365.

7.2 **What happens to the data.** When Phonebook Plus is switched off, or these Terms end, the Provider shall, within 14 days: remove every Found Contact from the Company Phonebook; remove every Clients Folder it can still reach (if the Phonebook Plus application has already been removed, the Provider shall give the Customer's administrator the means to remove them); delete all Found Contacts, review lists and all other personal data it holds for Phonebook Plus, with copies in the Provider's backups deleted when those backups expire; and confirm this to the Customer in writing. When these Terms end, the Provider shall also remove from the Company Phonebook every entry it created under Phonebook. The Customer's own Outlook contacts are never affected.

7.3 **An Order.** If the Customer accepts an Order that includes the Service, the Order and the documents it incorporates apply in place of these Terms from the date of that acceptance.

8. LIABILITY

8.1 **Cap.** The Provider's total aggregate liability under or in connection with these Terms shall not exceed £1,000.

8.2 **Excluded losses.** The Provider shall not be liable for indirect or consequential loss; loss of profit, revenue, or anticipated savings; or loss of business or goodwill.

8.3 **Non-excludable liability.** Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

9. CONFIDENTIALITY AND PUBLICITY

9.1 **Confidentiality.** Each party shall keep confidential the other's confidential information disclosed in connection with these Terms and shall not disclose it without consent, save for information that is public, already known, independently developed, or required to be disclosed by law. This obligation continues for 2 years after these Terms end.

9.2 **Publicity.** The Provider shall not use the Customer's name, logo, or the existence of these Terms in any marketing, case study, or publicity without the Customer's prior written consent.

10. GENERAL

10.1 **Governing law.** These Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

10.2 **Entire agreement.** These Terms are the entire agreement between the parties about the Service and supersede all prior discussions, representations, and understandings. Nothing limits liability for fraud or fraudulent misrepresentation.

10.3 **Notices.** Notices shall be in writing and sent by email: to the Provider at the address in clause 1, and to the Customer at the address to which the Provider sent the Acceptance link. A notice is deemed received on the next Business Day after sending, unless the sender receives an automated notice of non-delivery.

10.4 **Severability and third parties.** If any provision is held unenforceable it shall be modified to the minimum extent necessary, or severed, with the remainder continuing in force. No person who is not a party has rights under the Contracts (Rights of Third Parties) Act 1999.

10.5 **Acceptance and records.** These Terms take effect on Acceptance and also govern the processing the Provider has carried out for the Customer before it. The Provider's record of the Acceptance, including the identity of the person accepting, the date and time, and the version of these Terms accepted, is admissible as evidence, and neither party will dispute the validity or enforceability of these Terms on the ground that they were accepted or recorded electronically.

End of Trial Terms