

B3 Communications Integration Terms & Conditions - EULA

These terms govern the business use of B3's integration between CallSwitch One and QuickBooks Online. They set out its function, limits, responsibilities and treatment of connected data.

1. Definitions and scope

1.1 In this Agreement, "App" means the CallSwitch One–QuickBooks Online integration supplied by B3 Communications Ltd ("B3", "we" or "us"); "Customer" means the business that connects the App; and "Authorised User" means a person the Customer permits to use the connected services.

1.2 This Agreement applies only to the App. B3's published telecommunications and IT Services terms, any applicable Order Form, and the terms of CallSwitch One and Intuit govern their respective services. An existing B3 service contract is not amended merely by connecting the App. If an Order Form expressly provides for the App, its agreed commercial terms take precedence over this Agreement on the same subject.

1.3 The Customer accepts this Agreement when its authorised representative connects or uses the App. The Customer must ensure that the person connecting it has authority to approve access to its QuickBooks Online company and CallSwitch One account.

2. App functionality and limits

2.1 The App uses a caller telephone number received from CallSwitch One to match against customer contact information in the Customer's connected QuickBooks Online company and make a matching customer record available to an Authorised User. It may maintain a contact-data cache to support timely matching.

2.2 The App is a lookup aid. Matches can be incomplete, incorrect or unavailable, including where records contain missing, shared or inconsistently formatted numbers. An Authorised User should verify identity before disclosing confidential information or taking action on an account.

2.3 The App is designed to read customer contact information and does not intentionally create, amend or delete QuickBooks Online records. This does not limit the permissions displayed by Intuit during the connection process; the Customer should review those permissions before authorising access.

3. Licence and permitted use

3.1 While the connection remains active, B3 grants the Customer a non-exclusive, non-transferable right to use the App internally for its own lawful business purposes with its authorised CallSwitch One and QuickBooks Online accounts.

3.2 The Customer must not resell, sublicense, reverse engineer or interfere with the App, seek access to another organisation's data, or use the App in a way that compromises security. The Customer retains ownership and control of its own records; B3 and its licensors retain rights in the App.

4. Customer responsibilities

4.1 The Customer is responsible for the accuracy and lawful use of its contact records and call data, for managing access granted to its Authorised Users, and for maintaining its third-party accounts and required subscriptions.

4.2 The Customer must ensure that its privacy information and use of the connected services meet its data protection obligations. It must promptly remove access for people who should no longer be authorised and report suspected misuse or security incidents to B3.

4.3 The Customer remains responsible for decisions made using a match and for the security, backup and operation of its QuickBooks Online and CallSwitch One accounts.

5. Third-party services and availability

5.1 The App depends on CallSwitch One, QuickBooks Online, their interfaces, the Customer's network and any applicable permissions. B3 cannot guarantee that those third-party services or interfaces will be available or unchanged.

5.2 B3 may maintain, modify or temporarily suspend the App for security, compatibility or service reasons. We will give reasonable notice of a material planned interruption where practicable. No guaranteed uptime, response time or service credit applies unless expressly agreed in writing.

6. Charges

6.1 Any App charges, billing period and payment terms must be stated in an Order Form or other written commercial agreement. This Agreement does not, by itself, impose a new charge or minimum term.

6.2 Charges for CallSwitch One and QuickBooks Online remain governed by the Customer's agreements for those services.

7. Data protection and confidentiality

7.1 Each party shall comply with applicable data protection law. The Customer determines the purposes for which it uses its customer and caller records. For the contact and caller data processed solely to provide the App, B3 acts on the Customer's documented instructions. B3 may act as an independent controller for its own account administration, security and legal compliance.

7.2 The Customer instructs B3 to access, cache, match, display and delete contact and caller information as described in this Agreement and the App Privacy Policy. B3 shall not use that data for unrelated marketing or sell it. B3 shall ensure authorised personnel are bound by confidentiality, apply appropriate technical and organisational security measures, and notify the Customer without undue delay after becoming aware of a personal-data breach affecting the App.

7.3 B3 shall provide reasonable assistance with data-subject requests, security incidents and the Customer's data protection assessments, taking account of the nature of the processing and information available to B3. B3 shall make reasonably necessary compliance information available and permit appropriate audits on reasonable notice, subject to security and confidentiality safeguards.

7.4 The Customer gives B3 general authorisation to engage service providers to host and operate the App under written obligations providing equivalent protection. Where a provider processes Customer personal data on B3's behalf, B3 shall remain responsible for its performance and shall give the Customer notice of material changes with a reasonable opportunity to object. Any restricted international transfer must have an applicable lawful transfer mechanism.

7.5 When the App is disconnected or this Agreement ends, B3 shall, at the Customer's choice, return or delete personal data processed on its behalf, unless law requires retention. Data in protected backups may remain beyond active-system deletion only until the relevant backup cycle expires, during which it shall be put beyond routine use. The Customer's separate contractual rights in QuickBooks Online and CallSwitch One are unaffected.

7.6 The subject matter is contact matching for the duration of the connection. The processing covers names, contact details, telephone numbers, connection credentials and related technical information about the Customer's customers, callers and authorised users. The Customer retains the right to determine the purposes and to issue lawful documented instructions.

8. Suspension and termination

8.1 The Customer may disconnect the App at any time through the available QuickBooks Online connection controls or by contacting B3. Disconnection ends new access through the App but does not itself cancel another B3, Intuit or CallSwitch One contract or waive charges already due under a separate agreement.

8.2 B3 may suspend access promptly where reasonably necessary to address a security threat, unlawful use, loss of third-party access or a material breach. Where practicable, B3 will explain the reason and give the

Customer an opportunity to remedy it. B3 may discontinue the App on reasonable advance notice, except where urgent security, legal or third-party circumstances prevent this.

8.3 On termination the licence in clause 3 ends. Clauses intended to continue, including accrued payment obligations, intellectual property, liability and dispute provisions, remain in effect.

9. Warranties and liability

9.1 B3 will use reasonable care and skill in providing the App. Except as required by law or expressly agreed in writing, B3 does not warrant that a caller will always be matched, that records will always be current, or that the App will operate without interruption or error.

9.2 Neither party is liable to the other for indirect or consequential loss. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.

9.3 Any further liability limit or allocation agreed in a signed Order Form for the App applies to the extent lawful. This Agreement does not extend or reduce a liability limit in a separate B3 telecommunications or IT Services agreement unless that agreement expressly incorporates the App.

10. Changes to these terms

10.1 B3 may update these terms to reflect legal, security, technical or operational changes. We will provide reasonable notice of material changes where practicable. Changes will not retrospectively alter charges or a separately agreed minimum term.

11. General

11.1 If a provision is unenforceable, the remainder continues in effect. A failure to enforce a provision is not a waiver. Neither party may transfer this Agreement without the other's consent, except B3 may transfer it as part of a sale or reorganisation of the App business on notice to the Customer.

11.2 This Agreement is governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.

12. Contact and related documents

12.1 Questions or notices about the App may be sent to hello@b3communications.co.uk. The App Privacy Policy explains its data handling. B3's published legal documents are available at <https://b3communications.co.uk/legal-information/>.