

Conditions and Terms of Agreement

This agreement is entered into between Ecorp Systems ("ECS") ABN 83640171035 and "The Client" – The Customer, whose details appear on page 1 of your application form.

Call Recording Terms (if applicable):

The following terms only apply if you have elected for inbound calls to be recorded stated on page 1 of your agreement, or in future if The Client requests Ecorp System to enable call recording on their services. Where the "The Client"/"The Customer" requires that Ecorp Systems provide Call Recording Services of inbound calls, then the following Call Recording Terms apply and are included in the Services Agreement:

1. Standard Terms

- (a) When the Customer requires that Ecorp Systems provide call recording services, then these additional terms and conditions (the **Call Recording Terms**) apply, are included in the Services Agreement, and form the basis of Ecorp Systems obligations to provide call recording services to the Customer.
- (b) Information and call recordings held in Ecorp Systems' systems will be available to the Customer only during the term of the Service Agreement, and after the term of the Service Agreement that information and those recordings will be archived and will not be available.
- (c) The Customer acknowledges and agrees that call recording services will not be available in all circumstances and at times Ecorp Systems may be unable to provide call recording services for all calls.

2. Liability and Indemnity

- (a) In addition to the liability framework contained in and agreed to by the Customer pursuant to the Service Agreement, the following additional terms and conditions apply regarding liability in relation to call recording services:
- (b) Notwithstanding any other terms, condition, provision or regulation, the Customer agrees that Ecorp Systems shall not be liable to the Customer for any Costs, damages, penalties, fines or other losses as a result of:
 - (i) Ecorp Systems enabling recording or accessing stored recordings for your telephone calls;
 - (ii) the Customer, or the Customer's staff, agents, contractors or associates accessing recordings stored on the Customer's behalf; or
 - (iii) any formal legal action taken against the Customer by participants to recorded calls.
- (c) The Customer shall indemnify Ecorp Systems against all liability, costs, losses and expenses arising out of any breach, act or omission by the Customer under or in relation to the Service Agreement.
- (d) The Customer acknowledges that the call recording service is provided to the Customer on the clear and strict understanding that the Customer will adhere to all federal, state and territory laws governing telecommunications, personal information, call recording and privacy. The Customer shall indemnify Ecorp Systems against any actions brought against the Customer in relation to such laws.
- (e) The Customer has informed, all of the Customer's staff, agents, contractors or associates, by a method which is formal and which is recorded, that calls to applicable numbers and services will be recorded and the Customer shall indemnify Ecorp Systems against any claims that may arise as a consequence of a failure by the Customer to comply with this obligation.
- (f) The Customer is responsible for informing all callers to applicable numbers and services that calls may be recorded.

3. No Guarantee

The Customer acknowledges that Ecorp Systems does not guarantee compliance of call recording services to any industry standard governing information security, financial information or personal information. The Customer shall indemnify Ecorp Systems against any claims that may arise as a consequence of a failure by the Customer to comply with its obligation under these Call Recording Terms.

4. Run-Off Term

- The obligations on the Customer which are contained in these Call Recording Terms shall remain active until all recorded messages are removed from Ecorp Systems' systems' supplier.

- The Customer may cancel the call recording services aspect to the Service Agreement at any time by requesting that call recording to be disabled and all recorded calls be removed from Ecorp Systems' systems.
- The Customer expressly agrees that these Call Recording Terms remain applicable and active until all recordings are securely removed from Ecorp Systems' systems.

5. Ecorp Systems' Commitment

Ecorp Systems will use best endeavours to:

- (i) recording all inbound calls as per applicable services subject to these Call Recording Terms;
- (ii) provide access to recordings to the Customer's delegated staff;
- (iii) store recordings indefinitely until such time as the Service Agreement ends or is terminated; and
- (iv) upon request, securely remove all or any recordings as identified by the Customer.

Ecorp Systems reserve the right to (i) disable the call recording services where it is deemed in Ecorp Systems' interests to do so; and (ii) perform maintenance on Ecorp Systems' recording systems, cause interruption to call recording or remove recordings from Ecorp Systems' systems.

6. Your Commitment

The Customer must (i) comply with all regulatory, local, state and federal laws regarding call recording and the fair use of personal information; and (ii) provide 30 days' notice of cancellation of the call recording services in writing to info@ecorpsystems.com.au

Phonewords And Phone Number Licencing Terms, Including Definitions

- (a) The following terms are defined in your agreement: Setup Fee, Monthly Minimum Spend, Call Rates or Rates, Licence Fee, Term, Licensed Number and PhoneWord. It's associated agreement shall mean the The National Phone Number & Phone-Word Licence for the supply of Phone-Words or Phone Numbers you have entered into, and will include any Special Terms in that agreement if applicable.
- (b) Fees means any loss, liability, cost or expense (including legal expenses on a full indemnity basis)
- (c) Regulatory Event means an event that, in our reasonable opinion, prevents us from licensing the Licensed Number or providing the service to you
- (d) Term means agreement terms (in months) indicated on page 1 of your agreement and any renewal terms associated with this application
- (e) Licences
 - (i) You may use the Licensed Number/s indicated on page 1 of your agreement and also the PhoneWord during the Term in accordance with this agreement
 - (ii) You may only use the Phoneword as either a telephone number (and not as a trademark), in the form set out in your agreement, and also with your company name, business name or brand, which must not incorporate the Phoneword or any similar name
- (f) Protection of Ecorp's rights
 - (i) By applying and executing this agreement, you agree that you have no rights to any trademark that incorporates the Phoneword and you must not register a trademark, domain name, company name, business name or other trading name that incorporates the Phoneword
 - (ii) You acknowledge that we may license the Phoneword to others after the Term and you must not challenge our rights or future licensee's rights in relation to the Phoneword or any trademark, company name, business name, domain name or other trading name that incorporates the Phoneword
 - (iii) You acknowledge that third parties may own or use names, trademarks, brands or telephone numbers similar to the Phoneword
- (g) Ecorp will supply the inbound services and systems in accordance with our procedures and practices. We may vary these procedures and practices from time to time, including the selection of our suppliers. Ecorp will endeavour to advise you of any changes that are likely to materially affect the use of the inbound service and system

Conditions and Terms of Agreement continued.

- (h) We may suspend the Inbound Service if (i) you fail to meet the terms of this agreement, (ii) an external supplier suspends the inbound service should you be paying another supplier for the inbound calls and number hosting (or part thereof), or, (iii) it is necessary to do so as a result of an event outside our reasonable control (including a Regulatory Event)
- (i) The Client is required to contact Ecorp Systems if you require our assistance or quotation in making changes to the system. Your fees shall vary from the date the requested change takes effect, provided that you cannot reduce the Fees during the initial term. A re-configuration fee of \$50 ex GST per 15 minutes applies for Ecorp to implement any change.
- (j) If a customer makes any independent changes to the phone system settings or call flows using administrator access, the customer accepts responsibility for any changes made (whether made by themselves or by any other person to whom this access is extended). In such cases, Ecorp is not liable for any faults, outages, misconfigurations, or other issues arising from changes made under this admin access. Where such issues occur, Ecorp may charge for time and materials to investigate and remediate them.
- (k) Call charges for telecommunications services are rounded up to the nearest cent ex GST rounded to two decimal places, and also have a per minute rate stated on application. Call charges are confirmed to always be billed in per 30 second increments as a standard, unless otherwise specified in the special terms section of the agreement
- (l) Telecommunications Services on inbound service/s: you may change your telecommunication service at any time provided that any termination fees are paid if applicable according to this agreement, although the PhoneWord/Phone Number licence (Monthly Minimum Spend indicated on agreement) will remain payable to Ecorp Systems every month should you wish to continue to use the same phone number or PhoneWord. Should you choose to change your telecommunication service provider for inbound call rates to another provider, you must provide Ecorp Systems with the updated details of your new provider within 14 days of applying with that external provider
- (m) If complex system builds and/or geo-routing is required, this may include one-time or recurring charges, which are billable for work required – including set ups and reconfigurations. Other fees and charges may include, but not limited to:
- DD Dishonour Fee
 - Late Payment Fee
 - Reconfiguration Fee/s
 - Port In Fee
 - Activation Fee
 - Port Out Fee

Fees and Payments

- (n) Ecorp Systems will invoice you (The Client/The Customer) and you must pay us (i) any Setup Fees or one-time charges at or before commencement of your service and system; and (ii) fixed or recurring Fees monthly in advance, and; (iii) any variable Fees monthly in arrears. All Fees are as described in your agreement application
- (o) If you do not pay the fees when they are due, we can charge you (i) a \$25 late fee/administration fee in any given month; and (ii) any court or service fees incurred by us, and (iii) any fees paid to a debt collector or mercantile agent, in respect of any action or proceedings undertaken in relation to recovering the monies that are owed to Ecorp Systems
- (p) If we must pay GST on a supply made in connection with this contract, then you must pay us an additional amount equal to that GST. Ecorp Systems will always provide you a tax invoice when amounts are payable to us. You must pay to us any taxes levied on or in relation to the Licensed Number, Phoneword or inbound service

Warranty, Liability & Indemnity

Ecorp Warranties

- (q) We warrant that we have the right to license the Licensed Number/s stated in this application. You/The Client/The Customer acknowledges that we may have obtained the right license or purchase the Licensed Phone Number from a third party
- (r) It is The Client's responsibility to assess whether the Licensed Number, Phoneword meet the requirements of your business and to develop and implement marketing that compliments the PhoneWord or Phone Number

- (s) You may have additional rights under the Competition and Consumer Act 2010 (Cth). Nothing in this Agreement excludes, restricts or modifies rights that a party may have under any legislation that cannot be lawfully excluded, restricted or modified

Your Warranties (The Client's Warranties)

- (t) You/The Client warrant that your use of the Phoneword (i) will comply with all laws, industry codes and regulations, and (ii) will not infringe the rights of any person or be misleading or deceptive or constitute passing off
- (u) If a third party claims that your use of the Phoneword/Phone Number infringes their rights or is misleading or deceptive or constitutes passing off, it is your responsibility to obtain legal advice and resolve the matter with the third party
- (v) You/The Client indemnify Ecorp Systems against any Loss suffered or incurred by us in connection with any breach by you of this Agreement, including the above warranties

Limitation of Liability

- (w) Subject to clause (v), our aggregate liability for any Loss suffered by you during any financial year (from July1 to June30) of the Term is limited to the total amount of Fees paid by you to Ecorp Systems in that year
- (x) Our liability for a breach of a consumer guarantee under the Competition and Consumer Act 2010 (Cth) is limited to, at our option, supplying goods/services or paying the cost of supplying equivalent goods/services or resupplying the services or paying the cost of resupplying the services (as applicable)

Term, Terminations and Renewal

The Term of this agreement shall commence on the "**Commencement Date**": the date the first recurring charge invoice is issued/services are active, irrespective of execution date, or any prior non-recurring invoices.

Term: This Service Agreement shall be valid from the **Commencement Date** and continue for the period of the term and shall automatically renew for an additional period of "Renewal Term", unless either party gives notice via e-mail to: accounts@ecorpsystems.com.au of non-renewal no less than ninety (90) days prior to the end of the Initial Term or a Renewal Term. We may terminate this Agreement by written notice to you or you may terminate this Agreement by written notice to us (Ecorp Systems). Terms and Conditions are listed in this agreement for terminations.

Termination by Ecorp Systems

Ecorp Systems shall terminate this agreement If the Customer:

- (i) is subject to an Insolvency Event or is subject to any form of external administration
- (ii) fails to comply with a statutory demand
- (iii) is unable to pay any debts to Ecorp Systems when they fall due
- (iv) a Regulatory Event occurs
- (v) breaches any term or condition of the Services Agreement and does not rectify the breach within 15 days (or within 7 days in the case of any failure to pay fees in accordance with any invoice or these terms and conditions) of being asked to do so in writing by Ecorp Systems; or
- (vi) is subject to a (direct or indirect) change in Control such that a person or group of persons who did not previously Control the Customer, and who Ecorp Systems considers (acting reasonably) to be a competitor, come to have Control of the Customer, then Ecorp Systems may terminate this Service Agreement by written notice to the Customer.

If Ecorp Systems determines, acting reasonably, that it is or may, for commercial, regulatory, logistical or other reasons, become unable or unwilling to perform its obligations under the Services Agreement then Ecorp Systems may terminate this Service Agreement, without penalty, on 7 days written notice to the Customer.

Termination by the Customer

If the Customer terminates during the initial Term or any subsequent term (unexpired term), the Customer agrees to pay Ecorp Systems an amount equal to the average of the last three monthly invoices multiplied by the number of months remaining in the Term (either via EFT or if Direct Debit is signed on this agreement, via Direct Debit). Should The Client terminate this agreement anytime within 2 weeks of signing, then a full three months multiplied by the Monthly Minimum Spend indicated on page 1 of your agreement will be payable immediately (either via EFT or if Direct Debit is signed on this agreement, via Direct Debit). The total amount(s)

Conditions and Terms of Agreement continued.

associated are payable via EFT to Ecorp Systems or if Direct Debit has been signed on this agreement, the total amount of this early termination fee will Direct Debited. The Customer agrees this fee is a genuine pre-estimate of the loss Ecorp Systems will incur from early termination. All notifications to terminate the agreement must be provided in writing via e-mail to accounts@ecorpsystems.com.au

In addition to any other termination rights the Customer may have, the Customer may terminate this Service Agreement by written notice if Ecorp Systems

(i) is subject to an Insolvency Event; or

(ii) materially breaches this Services Agreement and fails, using reasonable endeavours, to remedy that breach within 15 days of receiving written notice from the Customer reasonably detailing it.

Consequences of Termination or Expiration

Upon termination or expiry of this agreement, you must (i) cease using the Inbound Service, Licensed Number and the Phoneword, (ii) not use '1300', '1800' or '13' as part of any trademark, company name, business name or domain name, (iii) transfer to us or cancel, at our option, any trademark application or registration, domain name, company name, or business name that incorporates the PhoneWord or Phone Number, (iv) take reasonable steps to inform your customers and other interested parties/ persons that you can no longer be contacted using the Licensed Number or Phoneword, and (v) execute all documents and do all things to give effect to the above

Consent To Electronic Transactions: For the purposes of the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act, each of the parties' consent (as evidenced by the execution of this Service Agreement) to this document and the Terms of Service being formed by means of electronic communication.

Mutual Confidentiality

Parties' obligations

(a) The Parties agree to keep confidential, and not to use or disclose, other than as permitted by this Service Agreement, any Confidential Information of the other Party provided to or obtained by the other Party before or after entry into this Service Agreement. Our Privacy Policy can be found here: <https://www.ecorpsystems.com.au/privacy>

Exclusions

- (b) The obligations of confidence do not apply to Confidential Information:
- (i) that is required to be disclosed by applicable law, or under compulsion of law by a court or government agency, as long as the disclosing Party:
 - (A) discloses only the minimum amount of Confidential Information required to satisfy the law or rules; and
 - (B) before disclosing any information, gives all available written notice to the other Party and takes all available steps (whether required by the other Party or not) to maintain such Confidential Information in confidence; or
 - (ii) that is in the public domain otherwise than as a result of a breach of this Service Agreement or other obligation of confidence.

Dispute Resolution – Invoices & Fees

- (a) If, in the Customer's reasonable opinion, there is an inaccuracy, omission or error in relation to a charge on an invoice, then the Customer may, before the due date for payment of the invoice, dispute the invoice by giving written notice to Ecorp Systems.
- (b) The notice must, as a minimum, include the date and number of the disputed invoice, itemised details of the Services in dispute, detailed reasons for dispute and any documentation sufficient to support the Customer's claim and to enable Ecorp Systems to investigate it.
- (c) Ecorp Systems may, at any time, reject a billing dispute if:
- (i) the Customer has not paid any undisputed amount of the invoice by the invoice due date;
 - (ii) it receives the notice after the due date for payment of the invoice;
 - (iii) the notice does not contain the minimum information required;
 - (iv) the Customer does not, within 5 Business Days of Ecorp Systems' request, provide such additional information and documentation

as Ecorp Systems may reasonably request to enable Ecorp Systems to investigate the billing dispute; or

(v) in Ecorp Systems's reasonable opinion, the billing dispute is not genuine.

(d) If Ecorp Systems rejects a billing dispute for any reason, the Customer must pay the whole of the invoice (disputed and undisputed amounts) by the due date, or if the due date has passed, immediately.

(e) Where the Customer gives Ecorp Systems a notice and promptly provides such other information and documentation as Ecorp Systems may reasonably request, then Ecorp Systems will:

(i) investigate the dispute in accordance with the processes regulated under the Telecommunications Act within a reasonable period and notify the Customer of its determination and reasons; and

(ii) not take any legal or recovery action in relation to the disputed amount until a determination has been made.

Disconnection, restriction and suspension

(f) Notwithstanding any other clause in this Service Agreement, Ecorp Systems will give the Customer a notice in the form of an email or written notice regarding its decision to restrict, suspend or disconnect their Service due to a breach of this Service Agreement for any reason. 7 working days lead time to re-instate services and a \$95 ex GST applies: subsequent bill

Monthly Minimum Spend: Commencing on the **Commencement Date**, The Client agrees to pay the corresponding minimum amount(s) set forth as the "Monthly Minimum Spend" each month during the Term in exchange for the rates provided in the schedule on page 1 of your agreement. If the Customer's actual usage fees exceed the Monthly Minimum Spend for a given month, Customer shall pay such actual usage fees in lieu of the Monthly Minimum Spend. The Customer's actual usage fees shall be determined in accordance with the Rate(s) outlined on page 1 of your agreement.

Assurance for Provision of Maintenance, Consultancy and Advisory: Client is granted a Licence/provision of voice-over including consultancy and scripting to be provided by ECS for the term of this agreement. The Client is also granted a maintenance service and management of systems (AU unlimited) including advisory on associated technology services.

Application for Services

(a) The Customer hereby requests that Ecorp Systems provide to the Customer, and Ecorp Systems hereby agrees to provide to the Customer, the Services described in the Order Form, and the Customer confirms acceptance of the obligation to comply with the Terms and Conditions and other contract details contained in the documents which constitute this Service Agreement.

Supply of Services

- (b) Ecorp Systems agrees to supply the Services to the Customer, for the Term and on the terms and conditions set out in this Services Agreement.
- (c) Ecorp Systems will supply the Services to the Customer via Carriers. The Customer agrees Ecorp Systems:
- (i) may change Carriers without reference to the Customer and at any time; and
 - (ii) has the Customer's express authorisation to notify any relevant Carrier in respect of and to effect any such change.
- (d) Ecorp Systems will provide the Services to the extent and to the standard that Carriers provide Services to Ecorp Systems. When the Customer's connection is disrupted (whether caused by the Carrier or for any other reason), Ecorp Systems will use its best endeavours to reinstate the Services to the Customer.
- (e) As the Services are supplied through the Carriers, Ecorp Systems does not warrant that it will be able to supply the Services and the Customer acknowledges and agrees expressly that Ecorp Systems will not be liable, and the Customer will not hold Ecorp Systems liable, for any failure to provide all or any part of the Services, where the Services provided by the Carriers are interrupted for any reason.

Use of Services

(f) The Customer agrees to be bound by Ecorp Systems' Acceptable Use Policy (details listed this agreement).

Conditions and Terms of Agreement continued.

- (g) When using the Services, the Customer agrees to not breach any person's rights or otherwise cause Ecorp Systems or a Carrier loss, liability or expense.
- (h) The Customer agrees it is responsible for keeping account details secure, and for all activity that occurs on the Customer's account (including without limitation, all use of the Services).
- (i) If the Customer does breach any person's rights, or otherwise causes Ecorp Systems loss, damage, liability or expense, the Customer indemnifies Ecorp Systems and will hold Ecorp Systems harmless against such loss, damage, liability or expense.

Fees, Invoicing and Payment, including Deposits (partial and full)

- (a) The Customer agrees to pay all fees incurred by the Customer in connection with the Services, and also agrees to pay postage/freight in full for any required goods to be delivered
- (b) The Customer consents to Ecorp Systems performing, at any time, any credit checks on entities and/or directors which Ecorp Systems may determine necessary.
- (c) Ecorp Systems billing is Pro-Rata, Month-in-Advance. Ecorp will typically invoice recurring fees in advance, and usage-based fees in arrears. However, Ecorp Systems may, at Ecorp Systems' absolute discretion, invoice the Customer, and require payment of fees for any Services, before provision of those Services.
- (d) The Customer agrees that any full or partial deposits or pre-payments made to Ecorp Systems (or received amounts by Ecorp Systems) are strictly non-refundable. This includes all set-up and once-off charges processed. Ecorp Systems will always send an invoice for associated fees incurred to the Customer's specified email address.
- (e) Ecorp Systems aims to include all Charges relating to the current billing period on the invoice but may invoice the Customer for Charges which have not been previously billed or which have been previously understated to the Customer if Ecorp Systems provides the Customer with details of such Charges by way of a record of the Charges.
- (f) If Ecorp Systems identifies an error in an invoice, it will apply an adjustment to the Customer's account which will appear on the next invoice. Any overpayment will be credited to the Customer's account and the Customer must pay Ecorp Systems for any underpayment.
- (g) If a Customer payment is dishonoured by the bank or credit or charge card issuer, Ecorp Systems may charge the Customer a dishonour fee equal to the dishonoured fee charged by Ecorp Systems's bank and an administration fee to cover costs incurred in relation to that dishonour.
- (h) Where the Customer makes a payment using a credit card, Ecorp Systems may charge a credit card fee. Ecorp Systems' current credit card fees may be set out on each invoice and may be varied from time to time.
- (i) Usage for outbound calls for the call type of calls to 13 numbers in Australia are at a standard approved rate per call of 38c, untimed and 24x7x365. Calls to 13 numbers as a call-type will be waived if in the special terms section/s of your application, it is stated as an unlimited call-type inclusion as part of the agreement
- (j) If at any time Ecorp Systems, acting reasonably, becomes concerned about the Customer's ability to pay the Charges, Ecorp Systems may vary the payment terms, decline to extend further credit or vary the Customer's credit limit and any related conditions.
- (k) If the Customer fails to pay any amount when due or otherwise breaches this Service Agreement, becomes bankrupt or insolvent or if Ecorp Systems, acting reasonably, suspects any of those things might occur, Ecorp Systems may cancel the Customer's credit account without prior notice and all balances owing will become immediately due and payable.
- (l) The Customer must not set off or deduct any amount from payments it owes Ecorp Systems. Ecorp Systems may set off or deduct any amount it owes to the Customer
- (m) \$15 ex GST AUD payable by The Client will be added to each monthly invoice by Ecorp Systems if you elect for payments to be made by any method other than direct debit.
- (n) Terminating or porting a product or service away may increase monthly pricing on other services on active account, and in such cases, Ecorp will notify customer in writing what the monthly adjustment amount is.
- (o) Telecommunications usage rates stated on this agreement apply to

standard AU call and AU SMS types – any non-standard call and SMS types, as well as international call and SMS usage will be charged at separate rates.

Failure to pay

- (p) If the Customer fails to pay the fees in accordance with any invoice or otherwise in accordance with these terms and conditions then, Ecorp Systems may do any of the below:
 - (i) suspend the Services in accordance with the Telecommunications Act;
 - (ii) terminate the Services and this Service Agreement with seven (7) days' written notice;
 - (iii) charge the Customer interest on any overdue amount from the due date until the date payment is received, at a rate of 2% per annum above the Reserve Bank of Australia Cash Rate calculated daily on the unpaid balance;
 - (iv) charge the Customer Ecorp Systems's costs of recovering the payment for the outstanding Charges (including interest and other fees), including debt recovery agent costs and legal costs.

Further Representations and Warranties

The Customer agrees and represents to Ecorp Systems that it acknowledges that it is liable for all:

- (a) taxes, duties or government charges imposed or levied in connection with this Service Agreement; and
- (b) costs and expenses which may be incurred by the Customer as a result of the matters referred to, identified in, or to be reasonably inferred from, or contemplated by this Service Agreement.

Information

- (a) The Customer agrees to provide Ecorp Systems with any information it requests in connection with providing the Services under this Service Agreement.
- (b) The Customer authorises and consents to:
 - (i) Ecorp Systems exchanging with its suppliers/carriers all information about the Customer and the provided Services including the Customer's name, billing address, street address, relevant telephone numbers, any information obtained for the purpose of this Service Agreement;
 - (ii) each supplier/carrier exchanging with Ecorp Systems any information in the supplier/carrier's possession or under its control in relation to the Services including all the Customer's records and, in particular, exchange line details, account information, call charge records and call event records; and
 - (iii) Ecorp Systems's and each supplier/carrier's use of the information referred to in paragraphs (i) and (ii).

Network Maintenance

Ecorp Systems, each supplier/carrier and/or their contractors may from time to time perform maintenance, upgrade and repair works on the networks, equipment, facilities and infrastructure used in connection with providing the Services from time to time. Ecorp Systems will use its best endeavours to ensure such works have minimal or no disruption to the Services. However, if any disruption is caused the Customer acknowledges and agrees that Ecorp Systems will not be liable and the Customer will not hold Ecorp Systems liable for any disruption, or the consequences of any disruption, arising from such works.

Further General Terms Apply

- You may sub-license your rights under this Agreement provided (i) the sub-licence is consistent with this Agreement, does not permit further sub-licensing and terminates on termination or expiry of this Agreement and (ii) you indemnify us against any Loss suffered by Ecorp Systems in connection with the sub-licensee's use of the Phone Number/Phone Word
- We may subcontract performance of this Agreement
- We may use any of your logo(s) and image(s) for marketing and advertising activities

Conditions and Terms of Agreement continued.

- The indemnities in this Agreement are independent and continuing obligations and continue after this Agreement ends. It is not necessary to incur expense or make payment before enforcing a right of indemnity
- This Agreement is governed by the law of NSW, Australia. Each party submits to the exclusive jurisdiction of the courts of NSW, Australia

SMS Segmentation:

(Only If Applicable and Page 1 States you have applied for SMS Services from Ecorp Systems)

• "SMS Segment" = PER SMS Rate indicated on Page 1 of this agreement. For GSM-7: 1 message/SMS Segment to 1 recipient = 1-160 Characters. For non-GSM (Unicode): 1 message/SMS Segment = 1-70 characters. EMOJIS are charged at 4 x PER SMS Segment Rate- important to for consideration. This shall apply only for sending outbound SMS, as any received SMS is free, 24x7x365.

Acceptable Use Policy (AUP)

This Acceptable Use Policy (AUP) describes conduct which is not acceptable and is prohibited. The AUP applies to all Services provided by Ecorp Systems to the Customer pursuant to this Service Agreement. For the avoidance of doubt, a breach of the AUP constitutes a breach of the Service Agreement.

Acceptable Use Policy

When using the Services provided by Ecorp Systems the Customer must comply with this AUP. When resupplying Services to the Customer's customers pursuant to Ecorp Systems' Wholesale Terms (if applicable), the Customer must ensure that any of the Customer's customers also comply with this AUP.

When using the Services provided by Ecorp Systems, the following conduct is not acceptable and is prohibited:

- (a)** Using the Services provided by Ecorp Systems to encourage any illegal, fraudulent, abusive, or other activities that does or may materially interfere with the business or activities of Ecorp Systems or of any other person or party.
- (b)** Attempting to bypass or break any security mechanism on any Service provided by Ecorp Systems or using the Ecorp Systems Services in any other manner that poses a material security or service risk to Ecorp Systems, to any of its other customers, or to any other person or party.
- (c)** Reverse-engineering the Services provided by Ecorp Systems in order to find limitations, vulnerabilities, or evade filtering capabilities.
- (d)** Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Services provided by Ecorp Systems, or any other conduct that materially and adversely impacts the availability, reliability, or stability of the Services provided by Ecorp Systems.
- (e)** Using the Services provided by Ecorp Systems to transmit any material that contains viruses, Trojan horses, spyware, malware, worms or any other malicious, harmful, or deleterious programs.
- (f)** Using the Services provided by Ecorp Systems in any manner that causes a telecommunications provider to complain about the Customer's use of the Services to Ecorp Systems or which materially violates any of the following:
 - (i)** industry standards, policies and applicable guidelines published by
 - (A)** Australian Communications and Media Authority (ACMA),
 - (B)** The Australian Mobile Telecommunications Association (AMTA), or
 - (C)** any other generally recognised industry associations;
 - (ii)** telecommunications provider guidelines and usage requirements as communicated in writing by Ecorp Systems to you.
- (g)** Using the Services provided by Ecorp Systems to engage in any unsolicited advertising, marketing or other activities prohibited by applicable law or regulation covering anti-spam, data protection, or privacy legislation in any applicable jurisdiction, including, but not limited to: the Spam Act 2003 (Cth), the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and the Do Not Call Register Act 2006 (Cth).
- (h)** Using the Services provided by Ecorp Systems in connection with unsolicited, unwanted, or harassing communications (commercial

or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes.

- (i)** Using the Ecorp Systems Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretences.
- (j)** Using the Ecorp Systems Services to engage in, or in connection with fraudulent activity.
- (k)** Using the Ecorp Systems Services to violate, or facilitating the violation of, any local, state, federal, or foreign law or regulation, including, but not limited to, laws and regulations regarding the transmission of data or software and recording of phone calls and communications.
- (l)** Using the Ecorp Systems Services to record or monitor a phone call or other communication without securing consent from the participants to the phone call or other communication as required under applicable law (including, as applicable, Privacy Act 1988 (Privacy Act)).
- (m)** Using the Ecorp Systems Services in a manner that triggers a law enforcement, government, or regulatory agency to request the suspension of the Ecorp Systems Services to the Customer and/or your phone numbers.
- (n)** Using the Ecorp Systems Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
- (o)** Using the Ecorp Systems Services to transmit any material that is, facilitates, or encourages defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that Ecorp Systems reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
- (p)** Using the Ecorp Systems Services to transmit any material or content that is offensive, inappropriate, pornographic, obscene, illegal, or otherwise objectionable to any person or entity (acting reasonably in the circumstance).
- (q)** Using the Ecorp Systems Services to create a false identity or forged email address or header, or phone number, or to otherwise attempt to mislead others as to the identity of the sender or the origin of a message or phone call.
- (r)** Having a high volume of unanswered phone calls or phone calls that are too short in duration.

These service level targets (SLA) apply to the establishment and provisioning of certain Services by Ecorp Systems. Ecorp Systems will seek to meet or exceed each applicable SLA, but for the avoidance of doubt, any failure by Ecorp Systems to meet or exceed an SLA will not be a breach of the Services Agreement.