

8x8 Business Terms and Conditions

Attachment 4 – Regional Supplements Supplement C – Supplemental Terms – Australia

Updated 5/24/18

This Supplement is an attachment to, and part of, the 8x8 Business Terms and Conditions. The provisions in this Supplement apply to only to Services provided to Customer Locations in Australia.

1. **000 service**

- 1.1 The national emergency access number in Australia is 000 ("**Emergency Number**"). 112 Dialling is not supported by 8x8. The Emergency Number can be accessed, free of charge, if the Service is fully operational and if accessed within Australia. There is no registration process to establish Emergency Number dialling. However, You understand and acknowledge that there may be some limitations as set out in the following paragraphs.
- 1.2 If You use the Service outside Australia You will not be able to call the Emergency Numbers in the country where You are located, or such calls may be routed to an incorrect answering point.
- 1.3 If there is a Service outage for any reason, such outage may prevent access to Emergency Number dialling, such as, but not limited to, electrical outages and broadband service outages.
- 1.4 You must register with 8x8 the primary physical location where the Service will be used. Your location will be registered as a part of subscribing to the Service. It is Your responsibility to maintain the accuracy of Your location address if there are any changes. You can do this for most Services by updating the information recorded under "Settings" in the relevant Service application or in Your account management portal. If You do not update 8x8 with changes to the location of where the Service is being provided, it may or may not be possible for emergency operators and authorities to identify Your location and phone number when You dial the Emergency Number. Location information of Your primary office as notified to 8x8 will only be provided to emergency services; extension information may not be provided to emergency services.
- 1.5 When You dial the Emergency Number You will need to state Your location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The emergency operator may ask for specific information to correctly transfer Your call to a local emergency services department such as police, fire brigade, rescue, coastguard, etc.
- 1.6 Emergency operators and authorities may or may not be able to identify Your phone number in order to call You back if the call is unable to be completed, is dropped or disconnected, or if You are unable to speak to tell them Your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold Your line open in the event You hang up.
- 1.7 You agree to inform users of the Service of the above limitations and You understand and accept that You should always have an alternative means of accessing emergency services than through 8x8's Service.

2. **Number usage and porting**

- 2.1 Number portability may be unavailable with the Service. If You move Your Service to or from 8x8 or to or from another provider You may not be able to keep

Your telephone number. Where number portability is available with the Service, 8x8 will take all reasonable steps to ensure that the transfer of Your number and subsequent activation is completed within one business day provided all necessary activation processes have been completed, the network connection is ready for Your use and (where You wish to port Your telephone number to 8x8) Your donor provider has received a request to activate the transfer of Your number from us and agreed a transfer date ("**the Porting Activation Requirements**"). Where access to the Service is facilitated through Telstra number porting, Customer authorises 8x8 to have the numbers from the Telstra lines listed in the Order Form routed by 8x8 instead of Telstra and to forward appropriate details of Customer's porting application for the Service to 8x8. Customer will receive advance notification of the change of service from Telstra to 8x8. 8x8's ability to provide the Service is subject to Telstra porting the numbers.

- 2.2 For the avoidance of doubt, the one business daytime period does not commence from the date You submit a number transfer request; it commences from the agreed date of port and once an agreement to port has been concluded between 8x8 and (where You wish to port Your telephone number to 8x8) Your donor provider following completion of all the Porting Activation Requirements. Following completion of the Porting Activation Requirements, 8x8 will send a notification informing You of the date when Your number will be transferred. If having notified You of the date when Your number will be transferred there is a subsequent delay in the Porting Activation Requirements, 8x8 will notify You of the new date when Your number will be transferred.
- 2.3 Any change to the date of Your number transfer due to the Porting Activation Requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation.
- 2.4 In the case of analogue lines being utilized for facsimile machines, the standard Services are not compatible, and an alternative internet fax service is offered under some Service Plans for numbers that are required to be ported to 8x8. This may result in loss of Service for a period of up to 15 days.
- 2.5 Where Customer is provided with a telephone number (including a code) as part of the Service, then that code and number belongs to 8x8 and Customer will have no right to keep that number nor to sell, dispose or transfer that number at anytime. 8x8 will use its best efforts to ensure that Customer is able to keep the number during the term of the Customer Agreement, but 8x8 reserves the right to change the number on reasonable notice if 8x8 determines, in good faith and in its reasonable discretion, that a third party has a valid claim to such number, or that the change is otherwise required by or advisable under applicable law.
- 2.6 Customer acknowledges that 8x8 may provide details of the numbers issued to Customer and/or end users by 8x8 to organizations that wish to compile directories or directory enquiry services, and Customer consents to such disclosure.

3. Data protection

- 3.1 With respect to any Personal Data processed on Your behalf under the Customer Agreement, 8x8 and Customer both agree that Customer is the APP entity under the Privacy Act, and that 8x8 processes such data at the instruction of Customer for purposes of the Privacy Act. 8x8 shall process the Personal Data only in accordance with the terms of the Customer Agreement, 8x8's Privacy Policy, and lawful instructions reasonably given by You to us from time to time. Both parties will employ appropriate technical and organizational measures to protect such Personal Data. As data processor, 8x8 may appoint sub-processors for parts of its processing of Personal Data, provided, that the sub-processor assumes the same obligations as are imposed on 8x8 as data processor. In respect of Customer Data that constitutes Personal Data, 8x8 shall: (i) take appropriate technical and organizational measures against unlawful and unauthorised processing

of the Personal Data and against accidental loss, destruction of and damage to the Personal Data, alteration or disclosure of the Personal Data to any third party; (ii) take reasonable steps to ensure the reliability of all of its personnel (whether employees or contractors) that may have access to the Personal Data and to ensure that they are adequately trained in the good handling of Personal Data; (iii) act only in accordance with the Customer's instructions in relation to processing the Personal Data and not use the Personal Data for any purpose other than to provide the Service under the Customer Agreement, 8x8's Privacy Policy, or as may be required by law.

- 3.2 You acknowledge that 8x8 relies on Customer for direction as to the extent to which we are entitled to use and process the Personal Data You provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from Your instructions.
- 3.3 In order to provide the Services, 8x8 may transfer Personal Data to its Affiliates to store and process such Personal Data on servers located in the United States or other jurisdictions outside of Australia. Customer specifically and expressly consents to such transfers upon acceptance of the Customer Agreement, and acknowledges that Australian Privacy Principle 8.1 will not apply to such disclosure. Customer further agrees and consents to 8x8 and the service providers that 8x8 utilizes to assist in providing the Services to Customer having the right to access Customer's account and to use, modify, reproduce, distribute, display and disclose Customer Data, including any Personal Data, to the extent necessary to provide the Services, including, without limitation, in response to Customer support requests. Any third-party service providers 8x8 utilize will only be given access to Customer's account and Customer Data as is reasonably necessary, in 8x8's discretion, to provide the Service and will be subject to: (i) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in the Customer Agreement and (ii) their agreement to comply with the Personal Data restrictions, including transfer restrictions, set forth in this Clause 3.
- 3.4 8x8 will promptly notify Customer if 8x8 receives a request from a person to access to that person's Personal Data; a complaint or request relating to Customer's obligations under applicable data protection legislation; or any other communication relating directly to the processing of any Personal Data in connection with the Customer Agreement. 8x8 will provide You with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data processed by 8x8 on Your behalf, including by providing You with details of the complaint or request, complying with any data subject access, rectification or deletion requests (within the relevant timescales set out in applicable data protection legislation) and providing You with any Personal Data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).
- 3.5 You represent to 8x8 that You are in compliance with all applicable privacy and/or data protection laws, You have obtained all necessary rights and consents under applicable law to disclose to 8x8, or allow 8x8 to collect, use, retain and disclose any Personal Data that You provide to 8x8, or authorise 8x8 to collect, including information that we may collect directly from Your end users via cookies or other means, and that 8x8 will not be in breach of any such laws by collecting, receiving, using, transferring and disclosing such information in connection with the Service. As between Customer and 8x8, Customer is solely responsible for disclosing to Customer's end users that 8x8 is processing Personal Data for You and obtaining data from such customers. It is Customer's obligation to disclose to its end users that such data may be transferred, processed and stored outside of Australia and, as set forth in 8x8's Privacy Policy, may be subject to disclosure as required by applicable law.
- 3.6 You agree to notify 8x8 of: (i) any limitations in Your privacy notice to data subjects; (ii) any changes in, or revocation of, consent by a data subject to use or disclose Personal Data; and (iii) any restrictions on the use of Personal Data to which You have agreed in accordance with its

agreements with data subjects; in each case, to the extent that such limitations, changes or restrictions may affect 8x8's uses or disclosures of Personal Data.

- 3.7 If You receive Personal Data through the use of the Service, You must keep such information confidential and only use it in connection with the Service. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless You receive the express consent of the user to do so. You may not disclose any acquired Personal Data to any third party, other than in connection with processing of transactions or the provision of Services requested by end users of the Service.
- 3.8 8x8 will delete all other Customer Data and any Personal Data it may hold within a reasonable period of closure of Customer's account, or upon 8x8's reasonable determination that the information is no longer necessary for the purposes for which such information was collected or retained, in 8x8's sole discretion. You acknowledge that 8x8 may archive Customer Data and Personal Data rather than delete such data while You remain a customer of 8x8 or an 8x8 Affiliate.
- 3.9 For purposes of this Clause 3, "**Personal Data**" includes "personal information" as defined in Australia's 1988 Privacy Act.

4. Service information

- 4.1 The following additional information is provided with respect to Services offered or provided in the Australia:
- (a) 8x8 adheres to the Telecommunications (Customer Service Guarantee) Standard 2011, as may be amended from time to time.
 - (b) 8x8 will provide operator and directory assistance services.

5. Reverse charge of GST

- 5.1 The prices set forth in the Customer Agreement are exclusive of any goods and services tax (GST) payable by Customer. The parties agree to account for Australian GST on Services and Equipment provided by 8x8 pursuant to the Customer Agreement in accordance with the reverse charge provisions of Division 83 of the A New Tax System (Goods and Services Tax) Act 1999. The parties confirm that the Equipment and Services provided to Customer are provided to Customer and not to a resident agent. In addition, 8x8 confirms that, in providing the Services and Equipment, 8x8 does not have a permanent establishment, nor does it provide the Services or Equipment through an enterprise that it carries on, in Australia.