



Thank you for using or considering tiggadesk. These are the tiggadesk Service Terms. This document consists of multiple parts:

1. Service Usage Agreement
  - The service usage agreement governs amongst others the service, the service rules, either parties' obligations.
2. EULA for tiggaphone
  - If you are a tiggaphone, SIPdesk, Tiggadesk SIP phone or other tiggadesk branded SIP/WebRTC user, this is your end user licence agreement
3. The GNU license for tiggatform, our forms plugin for WordPress sites
  - Designed for tiggadesk users and their WordPress sites, this contact form plugin exports and converts data directly into your tiggadesk ticketing platform.
4. Our Complaint policy
  - In case of disputes, we offer a clear policy on how we handle complaints.

We recommend to regularly check these Service Terms. They can also be found in your tiggadesk portal

## Service Usage Agreement

This document describes the agreement between you and Tiggacom Pty Ltd (ABN 41 612 23 535), and it governs the usage and conditions of service(s), package(s) or plan(s) on our tiggacom, tiggadesk, tiggalytics and tiggamail branded platforms (“tiggacom”, “our service” or “our platform”), and the software we provide to connect or communicate with the platform (a.o. tiggatform, tiggatel, tigma-assist, “our apps”).

An agreement is formed when you sign up to for our service and upon accepting your signup by activating your account. You warrant that you are over 18 years of age and legally entitled to enter into the agreement. Signing up can be done via our website or other online forms.

### 1. The agreement

#### 1.1. The agreement will be made up of:

1.1.1. Your signup form and its data;

1.1.2. The service description;

1.1.3. Confirmation of the plan that we provide to you relating to the service during the sign up process;

1.1.4. These Usage Terms and Conditions

#### 1.2. If there is inconsistency between any part of the agreement, the inconsistency will be resolved according to the following order of priority

1.2.1. The confirmed plan and its inclusions;

1.2.2. The description;

1.2.3. These Standard Terms and Conditions;

1.2.4. Your sign-up form and its data.

### 2. Start of the Agreement

2.1. The agreement commences when you receive the activation letter from us. You will receive this activation letter via the email address that you have confirmed during the sign-up process.

2.2. Except fixed period agreements as stated under 2.3, agreements will continue on a month-to-month subscription basis until cancelled. Cancellation can be done until the day before the renewal is due.

2.3. For fixed period contracts, the agreement will continue:

2.3.1. for the minimum contract period referred to in plan, the service description or other plan descriptions; or

2.3.2. until it is terminated in accordance with clause 11.

2.3.3.If neither you nor we cancel the agreement at the end of the fixed period contract, we will continue to supply the service to you on a month-to-month subscription basis.

2.3.4.If we will not continue to provide the service to you at the end of the fixed-period contract or if we wish to change the terms of the agreement, including charges, we will inform you of this at least 30 days before the end of the fixed period contract.

### 3. Changes to the Agreement

3.1. We may change the agreement in the following circumstances:

3.1.1. Where you agree to the change;

3.1.2. Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;

3.1.3. Where the change is in relation to charges for making (international) telephone calls and, before the changes take effect, we have given you notice of the change;

3.1.4. Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;

3.1.5. Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;

3.1.6. If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 days' notice of the change.

3.1.7. We may withdraw any plans/packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed-period contract.

3.2. Notice of a change to the agreement may be given by us:

3.2.1. by email to your verified account email address as used during sign-up,

3.2.2. with or as part of an invoice, or

3.2.3. otherwise in writing, including by fax or mail

3.3. Changes to these standard terms or a service description will be made available online and you are encouraged to check our website regularly.

3.4. If we change the agreement under clause 3.1.6, you may cancel the agreement within 30 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends.

- 3.5. Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 30 day period, is deemed acceptance of the variation, alteration, replacement or revocation.
4. Signing Up
    - 4.1. You warrant that information provided to us during sign up and that is supplied during the further course of our relationship, is true and correct in all material respects and you acknowledge that we will rely on it.
    - 4.2. Your sign up for one of our services may be refused by us in the following circumstances:
      - 4.2.1. Where there is a technical limitation to our ability to provide you the service, including where there are network capacity constraints;
      - 4.2.2. Where you have not completed an application process correctly or have been unwilling to provide us with a document or information we require;
      - 4.2.3. Where you do not meet our credit assessment criteria.
    - 4.3. If you are signing up for a post-paid service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the agreement.
    - 4.4. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.
    - 4.5. We may pay commission to a dealer, agent or affiliate acting on our behalf who is involved in your signing up process.
  5. Your Private Information
    - 5.1. As part of your application and in connection with the provision of our services to you, we may obtain from you private information about you. Tiggacom might be required by law to collect certain Personal Information about you, including your name, address and telephone service number and for instance, but not limited to, provide it to the operator of the Independent Public Numbering Database (IPND).
    - 5.2. We use our best endeavours to comply with the privacy policy which is available on our website. You can also obtain a copy of this privacy policy by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to
      - 5.2.1. Any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1988) including to obtain a credit report

- about you or your registered business, maintaining a credit information file about you, or notifying a default by you;
- 5.2.2. Any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
- 5.2.3. To conduct ongoing credit management of your account;
- 5.2.4. Any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;
- 5.2.5. Any upstream supplier to us to use the information for any purposes connected with the delivery and functioning of the service or your use of the service; and
- 5.2.6. Any person who provides us with your username(s) or password(s).
- 5.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.
6. Agreement Period
- 6.1. Our services are on a calendar month based month-to-month subscription, unless explicitly otherwise stated in your plan.
- 6.1.1. The calendar based plans as mentioned under 6.1, can be cancelled before the end of the current calendar month. Practically, this means that you can cancel the services up until the last day of each month.
- 6.1.2. The cancellation takes place from the first day of the following calendar month.
- 6.1.2.1. Your plan will stay accessible until the last day of the calendar month you'd cancelled the services.
- 6.1.3. Cancellation can be done by you via the administrator or supervisor login on the portal and clicking the cancel button in the account details tab, or alternatively by calling our customer service team.
- 6.2. Some services that, for instance, but not limited to, include the supply of hardware, might have a minimum contract period. This will be specified in your plan.
- 6.2.1. The minimum contract period commences when the service is activated.
- 6.2.2. These services can be cancelled before the end of the plan.
- 6.2.3. If not cancelled on the expiry date of the contract, these contracts will be extended on a monthly basis and their termination will be according 6.2
- 6.3. If, during the minimum contract period as stated under 6.2, you cancel the service or we cancel the service because of your default, you may be liable to pay an early termination charge which is either set out in the plan or in the service description

## 7. Charges and Usage

- 7.1. Besides your monthly prepaid package or plan fee, you acknowledge that usage charges will be incurred when the service is used according to the usage costs as categorized in the pricing table. It is therefore important that you take steps to ensure that such usage does not occur without your authorisation.
  - 7.1.1. See clause 10 for details on how we charge in detail.
  - 7.1.2. You should ensure that you are in control of devices that might make use of our service(s), such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your authority.
  - 7.1.3. You acknowledge that usage of some services can occur because of an infection of your computer with a virus or due to other unauthorised third party intrusions. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.
- 7.2. As we are not able to control access or usage of your handsets, computers and other equipment, you are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a mistake by us.
- 7.3. You are not permitted to authorise a third party to use your service without direct supervision and/or written authorisation by us.
- 7.4. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within our network, third party networks that we use to deliver the service or a carrier's network infrastructure.
- 7.5. While we will use our best endeavours in providing the service, you use it at your own risk. Even if you lose some equipment or permit another person to use your service, you are solely responsible for its use, including:
  - 7.5.1. The calls made and messages sent;
  - 7.5.2. The sites and content accessed;
  - 7.5.3. The content uploaded or stored on our platform(s) or service(s);
  - 7.5.4. The content or software downloaded in conjunction with usage of our services (for instance, but not limited to, soft phone software or plugins for use on your website) and the effect it may have on your equipment or service;
  - 7.5.5. The products and services purchased;
  - 7.5.6. The information provided to others;
  - 7.5.7. The installation or use of any equipment or software in general whether provided by us or not;

- 7.5.8. The modification of any settings or data on your service or related services or equipment whether instructed by us or not;
  - 7.5.9. The personal supervision of any users under the age of 18 who use the service; and
  - 7.5.10. The lawfulness of your activities when using the service and accessing any sites and third party content.
- 7.6. The service is provided to you on the basis that it is used only for approved purposes. In particular you must:
- 7.6.1. Not use the service in any manner involving illegal, malicious, deceptive or misleading activity;
  - 7.6.2. Not breach any standards, content requirements or codes set out by any relevant authority or industry body;
  - 7.6.3. Not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person;
  - 7.6.4. Not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
  - 7.6.5. Obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
  - 7.6.6. Give us all information and cooperation that we may need in relation to the service; and
  - 7.6.7. Advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.
  - 7.6.8. You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.
- 7.7. We may suspend or terminate, with or without notice, your service if, in tiggacom's reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our service or platform or jeopardise the use of our service or its performance for other customers or how the wider community will perceive tiggacom. Such activities include, but are not limited to:
- 7.7.1. 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses' without having a valid opt-in;
  - 7.7.2. 'Spamming' SMS or forwarding spammed SMS to other user's telephones without having recipient's permission to do so;
  - 7.7.3. Being listed or causing the listing of us or our other customers on any real-time blacklist;

- 7.7.4. E-mail bombing and the use of bulk e-mail programs or SMS bulk sending to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
- 7.7.5. Unsolicited phone calls, SMS, emails to recipients for commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages or other mass or broadcasting (spamming) activities;
- 7.7.6. Attempting to obtain unauthorised access to other Internet servers and systems; and
- 7.7.7. Making misrepresentations or abusive or offensive behaviour in newsgroups and other online facilities.
- 7.8. In any of the above circumstances, if we elect to proceed without giving notice, we will initially only suspend the service and will provide you notice of the suspension having occurred and the grounds on which the suspension was made.
  - 7.8.1. We will reasonably consider any evidence or submissions you may provide to us to demonstrate that the service was not used for the activity.
  - 7.8.2. If we are satisfied that the service was not used for the activity, we will reinstate the service as soon as practicable.
  - 7.8.3. If we are not (completely) satisfied, we will terminate the service with immediate effect.
- 7.9. You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages, sms or calls to anyone. You must not attempt any of these acts or permit another person to do any of these acts.
- 7.10. We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws.
  - 7.10.1. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.
- 7.11. What constitutes "inappropriate use" will be determined by us at our sole discretion provided that we act reasonably.
- 7.12. We may monitor the use of your service, however we do not promise to do so.



- 7.12.1. If we identify excessive use or unusual activity we may temporarily restrict, suspend or cancel your service.
  - 7.12.2. If we do so we will endeavour to contact you via your nominated primary contact details.
  - 7.12.3. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.
  - 7.12.4. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.
8. Phone Number(s)
- 8.1. We will issue you a phone number which you can advertise directly, or send, divert or route telephony traffic that you receive on your 1300, 1800, 0800, vanity numbers, other virtual, premium, landline or mobile number. The incoming traffic on this issued number will be processed according your plan, for instance ticketed or distributed according your configuration.
    - 8.1.1. We may be required to recover or recover and replace a phone number we have issued to you in order for us to comply with regulations. We will give you as much notice as is reasonably practicable if we have to do this.
    - 8.1.2. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
      - 8.1.2.1. If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first occasion.
      - 8.1.2.2. You will have to pay a charge for any further phone number changes.
    - 8.1.3. You do not own the phone number; your right to use the phone number starts when we activate your plan when we email the phone number to you.
    - 8.1.4. Your right to use the phone number ends upon cancelling the service.
      - 8.1.4.1. You can reserve a number when you suspend your service temporarily. A hibernation or suspension fee may be applicable; refer to your plan or the pricing table.
    - 8.1.5. If you cancel the service and do not make use of the hibernation service as described in 8.1.4.1, we may issue the phone number to another customer after a quarantine period.
    - 8.1.6. We are not liable to you for any expense or loss incurred by you due to:
      - 8.1.6.1. any recovery or recovery and replacement of the phone number, or

8.1.6.2. you ceasing to have the right to use the phone number.

8.1.7. If your service is disconnected by us you must pay us any outstanding amounts under the agreement. Once we have received payment, we will refund to you any amount(s) which we may still hold in your usage wallet, after deduction of the administrative fee as described in the pricing table.

8.1.7.1. If we are unable to refund monies owed within 12 months of your cancellation we will retain the funds, which you agree to forfeit to us.

## 9. SIP telephone accounts, tiggadesk, tiggacom or tiggamail email addresses

9.1. You agree that the SIP telephone account(s) or address(es) and email address(es) issued to you for use in connection with our service are only issued to you for use during the service being active, and an agreement between us being in place, and that you do not own these SIP and email addresses. On termination of the service, your right to use these SIP and Email address(es) ceases.

9.2. Emergency calls can theoretically be made, but cannot be relied on from SIP account(s) or address(es) as long certain criteria are met, such as internet coverage or power.

9.2.1. However, if there is no Internet connectivity for any reason (for instance location, no power or no Internet coverage), calls to emergency services cannot be made.

9.2.2. These (under 9.2.1) are the main reasons why we are unable to guarantee emergency calling on your service, and we recommend that you have another landline or mobile phone available in the event that you have to make an emergency call.

9.2.3. We accept no responsibility for you not being able to make or receive emergency calls whilst your service is unavailable.

## 10. Billing and invoicing, charges, payments

10.1. Our charges are divided in 3 categories:

10.1.1. One-off charges, such as installation fees, setup fees or customisation costs. In our pricing table you will find the category a charge belongs to.

10.1.1.1. One-off charges are paid upon signing up, ordering or confirming.

10.1.2. Monthly charges, such as the package you have subscribed to, additional seats or workstations or additional phone numbers or packages that include a described number of usage items, such as 'call minutes inclusive'-packages. In our pricing table you will find the category a charge belongs to.

10.1.2.1. Monthly charges are automatically charged every 2<sup>nd</sup> of the month from your nominated payment method, such as your credit card, PayPal or debit facility

- 10.1.2.2. If you add items that are monthly charged, such as (but not limited to) additional workstations or agents, these will be charged on a pro rata basis the moment you activate these additions from your nominated payment method.
  - 10.1.2.3. If you delete or cancel a monthly charged item, it will be active (and can be used) until the end of the month it was cancelled. No refunds apply. The item will not be charged in the subsequent calendar month.
  - 10.1.2.4. If you change an existing monthly charged item for another monthly charged item (for instance an administrator seat for a semi managed seat), and there is a positive price difference between these two items, the difference in price will be charged on a pro rata basis for that calendar month. If the price difference is negative, no refunds or adjustments apply.
- 10.1.3. Usage charges. When signing up, we created a wallet for you from which we deduct any usage charges that are not covered under your monthly charges. You can find our usage charges in our pricing table.
- 10.1.3.1. The wallet consists of 2 components: the amount that you deposit into this account (usage wallet), and a bonus amount (bonus wallet).
    - 10.1.3.1.1. Auto top-up: the usage wallet can be automatically topped-up when you reach a set minimum. You can manage the auto top-up mechanism via your administrator or supervisor account. The top-up amount will be charged to the facility that you have set up to cover your monthly costs
    - 10.1.3.1.2. Manual top-up: the usage wallet can be topped-up manually at any time via your administrator or supervisor account. The selected top-up amount will be charged to the facility that you have set up to cover your monthly costs
    - 10.1.3.1.3. Bonus wallet: from time to time and solely at our discretion, we might deposit additional credit into your account. This will appear in the bonus wallet. You can use this bonus credit for every charge that is marked in our pricing table as 'usage costs'
    - 10.1.3.1.4. Bonus credit has an expiry date. When we charge you for usage, we will always start charging the oldest bonus balance (which is set to expire soonest). As soon as you have no bonus balance left, we charge from the balance you have in your usage wallet.
  - 10.1.3.2. The status and balances of your usage wallet and bonus wallet can be accessed via in our portal when you login with your administrator or supervisor account, via the management/account tab.

- 10.1.3.2.1. The balance shown in your administrator or supervisor account, states the current balance and the bonus amount available with the expiry date of these (individual) bonus amount(s).
- 10.1.3.2.2. Deposited or outstanding amounts in this usage wallet will not be eligible for interest accrual
- 10.1.4. Cancellation and positive balances in usage wallet and bonus wallet
  - 10.1.4.1. When the service is cancelled, any positive balance in your usage balance will be refunded. Refund will take place by using the facility that you have setup for your monthly costs.
    - 10.1.4.1.1. A administration and processing fee is applicable for usage wallet balance refunds according the pricing table. If this fee is higher than the outstanding usage wallet balance, no refund will be made and the amount outstanding will be forfeited upon cancellation.
  - 10.1.4.2. Any available amounts in your bonus wallet are non-refundable and can't be converted into cash. These bonus amounts will be forfeited upon cancellation of the plan or service.
- 10.1.5. Suspension (hibernation) of the plan
  - 10.1.5.1. Balances in the usage wallet and the bonus wallet will be frozen and made back available upon reactivation or cancellation of the plan
  - 10.1.5.2. If the plan is suspended and the outstanding balance is significant, a request to our customer service can be made to (partly) refund the amount in the usage wallet; such on a case by case basis.
- 10.2. We will send by email a notification that a tax invoice can be downloaded from the portal via your administrator or supervisor account login. This will occur at the end of each billing period unless your plan stipulates otherwise.
  - 10.2.1. Charges will be incurred notwithstanding that no printed or mailed invoice has been issued.
  - 10.2.2. If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee that will be determined depending on your request.
  - 10.2.3. The plan or service description may provide that you are on a post-pay plan. You must pay all outstanding amounts by the due date as shown on the tax invoice.
- 10.3. Service fees and charges may apply for some available payment methods. We will apply payments made by you against outstanding tax invoices at our discretion.
- 10.4. If we agree to use a direct debit facility, and we have not received your payment by the due date, unless we agree with you otherwise we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.

- 10.5. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.
- 10.6. All administration, registration, customisation and set-up fees are non-refundable. You may receive a refund for equipment that we supplied which has not been opened or used and has been returned to us within 30 days of purchase.
- 10.7. Accepted credit cards: Visa, Mastercard, American Express.
- 10.8. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account.
- 10.8.1. You must pay any applicable dishonour fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part.
- 10.8.1.1. Dishonoured cheques incur a \$ 20.00 excl GST handling charge.
- 10.8.1.2. Direct Debit rejections incur a \$12.00 excl GST charge.
- 10.9. You are required to update your card details if your credit card is due to expire at least one week prior to the expiry date and are required to provide us with details of a current credit card by entering the new card details via your administrator or supervisor account on our portal.
- 10.9.1. We will notify you latest 21 days before your credit card expires and invite you to update your card details in the portal: however, this does not relieve you from your obligation under 10.09. Therefore, you should not rely on us informing you that your credit card is about to expire and that your service could become interrupted due to non-payment.
- 10.9.2. You must also advise us if your nominated direct debit account is transferred or closed, or the account details have changed.
- 10.10. Where you provide us with a new credit card number or re-advise a credit card number, tiggacom will immediately debit the credit card for any outstanding amount owing.
- 10.10.1. An amount of A\$ 0.99 if there is no current amount owing will be charged to the new or updated credit card; minimal A\$ 1.00 will be credited to your bonus account upon success of this transaction.
- 10.10.2. This debit is to confirm with your financial institution that the card number and CVC are correct. The CVC is not retained by tiggacom.
- 10.11. Tiggacom nor the payment processor (Stripe) will not accept Prepaid Visa/Master credit cards or gift cards.

- 10.12. If you have failed to pay to tiggacom an amount which is due, we may refer the debt to a third party collections agent for the purpose of collection activity. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs and interest.
11. Suspension/cancellation of the service
- 11.1. If you're on a fixed or minimum term contract and your fixed or minimum period has expired or you are on a month-to-month contract, you may disconnect the service and cancel the agreement at any time before the end of the current calendar month.
- 11.2. If your fixed period contract has expired or you are on a month-to-month contract, we may disconnect the service and cancel the agreement with a minimum of 30 days' notice.
- 11.3. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions then we can suspend, cancel or reroute calls and emails to and from your service.
- 11.4. We will generally provide you with notice of your failure to comply and allow you a reasonable time to remedy it. However we may suspend, cancel or reroute calls and emails to and from your service without notice to you where:
- 11.4.1. There has been, in our opinion, unusual activity on your service such as:
- 11.4.1.1. activity that is consistent with your service or equipment connected to your service having been infected with a virus or other malicious software; or
  - 11.4.1.2. other activity that tiggacom reasonably believes is evident that the service is being used for fraudulent or other illegal purposes;
  - 11.4.1.3. you have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;
  - 11.4.1.4. you do something which we believe may damage the service network;
  - 11.4.1.5. you are no longer approved by us under our assessment policies or otherwise to use the service;
  - 11.4.1.6. an authority or enforcement agency instructs us to do so;
  - 11.4.1.7. we believe that you have used your service to commit unauthorised, criminal or unlawful activity;
  - 11.4.1.8. there are technical problems with the service network or the service network requires repairs or maintenance;
  - 11.4.1.9. we believe it is necessary to comply with our legal obligations;
  - 11.4.1.10. we are entitled to do so under the specific terms and conditions of your plan or package;

11.4.1.11. you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks used to deliver our service.

11.5. In the following additional circumstances we may suspend, cancel or reroute calls and emails to and from your service(s) but we will provide you with reasonable notice prior to doing so:

11.5.1. you do anything which we believe may damage the service network;

11.5.2. you have used the service, in our opinion, other than in accordance with the agreement and your service package description;

11.5.2.1. Call centre condition: all-in or capped minutes packages/plans are not to be used for telemarketing, call centre functions and similar uses.

11.5.2.2. PAYG (Pay As You Go) packages can be used for telemarketing, call centre functions or similar uses.

11.5.3. you do not comply with the terms set out in your plan or the service description.

11.5.4. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

11.5.5. In circumstances where you have failed to comply with an important term or condition of our agreement and where we disconnect your service prior to the expiration of the minimum term of your plan, you will be liable for any outstanding fees and charges, including the remaining access fees on your plan plus a plan cancellation fee if applicable.

11.6. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspending, cancelling or rerouting calls and emails from and to your service in accordance with this clause.

## 12. Force Majeure

12.1. We will not be liable for any delay in activating any service; any delay in correcting any fault in any service; failure or incorrect operation of any service, or any other delay or default in performance under this agreement if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

## 13. Liability

13.1. You may have certain rights and remedies under:

13.1.1. The Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions and warranties into this agreement and we do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.

13.1.2. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

13.2. You must let us know as soon as you become aware or believe that you have a claim against us.

13.3. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person.

13.4. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.

13.5. Where you are two or more persons your liability will be joint and several.

14. Assignment

14.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.

14.2. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:

14.2.1. transfer our rights and obligations under this agreement to our nominee;

14.2.2. temporarily or permanently delegate our obligations under this agreement to our nominee; or

14.2.3. novate this agreement to our nominee by ending this agreement and entering into a new agreement between you and our nominee, on terms similar to this agreement.

14.3. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

15. Governing law

15.1. This agreement is governed by the laws of New South Wales, Australia. In the event of any dispute arising out of or in relation to this agreement, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.



## Definition of words used in the agreement

Terms and words used within this agreement have the following meaning unless the context suggests otherwise.

- ACMA means the Australian Communications and Media Authority.
- Agreement means the agreement for the provision of the service(s).
- Billing period means the period in which you are billed by us for service. You will have 12 billing periods per year identical to calendar months
- Invoicing means the process of producing an invoice for you.
- Carrier means a Telecommunications carrier licensed under the Telecommunications Act 1997.
- Contact method means mail, webform, SMS, MMS, email or telephone.
- Credit assessment policies means those rules we use to determine whether we wish to accept or decline to provide or continue to provide you with the service. These policies may change from time to time without notice to you. Under these policies you must: be at least 18 years of age; be capable of entering into a legal contract; be alive; not be insolvent or bankrupt or subject to any proceedings to make you insolvent or bankrupt; where you are in a partnership, the partnership must not have been dissolved; where you are a company neither you nor any of your assets may have been assumed under the terms of a debt security instrument or under court order or otherwise appointed.
- Customer care policies means the policies, procedures, terms and conditions under which we provide services. Our customer care policies are updated from time to time and are available on our website or by contacting us.
- Direct debit date means the date, on or after the due date, on which we will automatically debit your direct debit facility for amounts due.
- Direct debit facility means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.
- Due date means the date the amount shown on your tax invoice is due to be paid to us. The due date is not less than 7 days after the tax invoice date.
- Equipment means the item(s) required or otherwise used in conjunction with our service or platform such as mobile phones, fixed lines phones, headsets, personal computers, software and modems, purchased from us or otherwise.
- Fees and charges means fees and charges payable by you under your plan and under this agreement, including any amounts of applicable GST or other applicable taxes.

- Fixed period contracts are entered into where you commit to a minimum period for which you will acquire the service, and may be set out in your plan.
- GST means the Goods and Services Tax.
- Package is used in the same definition as plan, or is a bundle of plans with their own specific inclusions of the platform
- Passwords and user credentials mean the personal information or security codes such as your account number and personal password used to log in to our platform.
- Plan means the details for a service, and the terms and conditions of which may include a minimum term, the associated monthly fees, call charges and inclusions. A plan is a part of our Service.
- Primary contact means the mobile or fixed line service number, email address or other specific contact designated by you and accepted by us to use as our primary means of contacting you in relation to your account: normally this is the contact data you used when you signed up for our service.
- Service (our service) means our offering as in the platform provided under the tiggadesk, tiggacom, tiggalytics and tiggamail brands. Your plan or package defines to which inclusions, components or areas of the platform you have access.
- Third party content means products and information provided by third parties to you, which you can access through your service.
- Third party content supplier means a party that provides third party content to you through your service.
- User means someone who uses a service, which may or may not be the account holder.
- Wallet – Bonus or Bonus Wallet is an account that we keep to deduct usage charges from. From time to time we might offer you incentives, that will be deposited in your bonus wallet. Usage charges will always be deducted from any balance in your bonus wallet before charged to your usage wallet. Bonus Wallet incentives have an expiry date. You can find the details and status of your Bonus Wallet when you login the portal with your administrator or supervisor account.
- Wallet – Usage or Usage Wallet is an account that we keep on your behalf to deduct usage charges from, such as telephone minutes or send SMS's. You can recharge this usage wallet manually or activate an auto top-up mechanism when it reaches a certain minimum level. Funds in this account will be refunded to you when you cancel your plan or package. You can find the details and status of your Usage Wallet when you login the portal with your administrator or supervisor account.
- We, our, us means tiggacom pty ltd or one of its representatives.



## END USER LICENSE AGREEMENT (EULA)

Tiggacom Pty Limited (ACN 41 612 293 535)

THIS AGREEMENT made BETWEEN

Tiggacom Pty Ltd (ACN 41 612 293 535) of P.O. Box 1648, Chatswood, New South Wales, 2057  
("Licensor")

- and -

You ("Licensee")

(the "Parties")

### 1. Definitions and interpretation

#### 1.1. Definitions

In this Agreement (including the recitals) unless the context otherwise requires:

- Agreement means this agreement and its schedule;
- Product means TiggaPhone as detailed in Schedule 1;
- Terms means the terms and conditions of this Agreement.

#### 1.2. Interpretation

In this Agreement unless the context otherwise requires:

- a. headings are for convenience only and do not affect its interpretation and construction;
- b. the singular includes the plural and vice versa;
- c. words importing a gender include other genders;
- d. where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- e. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- f. "includes" is not a word of limitation;
- g. a reference to any thing is a reference to the whole and each part of it;
- h. a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- i. a reference to a document includes all amendments or supplements to, or replacements or novation of, that document.

### 2. Acceptance

2.1. This Agreement is between you and the Licensor, and governs the Products made available to you.

Upon:

- selecting the 'Accept' option;
- payment of the license fee for the Product at the point of purchasing the licence for the Product; or
- upon downloading, installing or using the Product (whichever comes first),

you are granted a revocable, non-transferable, non-exclusive and limited licence ("Licence") strictly in accordance with the Terms of this Agreement.

2.2. If you do not agree to the Terms of this Agreement, you must not install, use, or copy the Product.

### 3. License grant

3.1. This Agreement entitles you to

- a. install and use the Product on a single computer; or
- b. install and make an archival copy of the Product on a storage medium other than a hard drive, and may only be used for the reinstallation of the Product.

3.2. Unless we grant you explicit and written permission, for instance but not limited to, email or mail to do so, this Agreement does not permit the installation of the Product

- a. on more than one computer at any given time;
- b. on a system that allows shared use of applications;
- c. on a multi-user network; or
- d. on any configuration or system of computers that allow multiple users unless you have a license for each separate computer on which the product is installed and run.

### 4. Limitations

4.1. Limitations on transfer

You may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Products.

4.2. Limitations on use

Unless Permission has been granted in accordance with 3.2, you may not:

- a. share the Licence, or contents of the Product, with others;
- b. copy, install or use the Product on any system with more than one computer; or
- c. permit the use, copying or installation of the Product by more than one user or on more than one computer.

unless you hold multiple, validly, licensed copies.

You may not:

- d. decompile, "reverse engineer", disassemble, or otherwise attempt to derive the source code for the Product;
- e. broadcast, transmit or otherwise display in a public forum or any venue not restricted to you, the Product or any part of the product, or
- f. post the Product or part of the Product on any website.

4.3. Limitations on derived works

You may not modify the Product, create derivative works based upon the Product, or use the Product to develop any product having the same primary function as the Product.

4.4. Limitations on alteration

You may not:

- a. modify the Product or create any derivative work of the Product or its accompanying documentation. Derivative works include but are not limited to translations; or
- b. alter any files or libraries in any portion of the Product.

4.5. Limitations on copying

You may not copy any part of the product except to the extent that the licensed use inherently demands the creation of a temporary copy stored in the computer memory and not permanently affixed on storage medium.

### 5. Ownership

Tiggacom or its subsidiaries, affiliates, and suppliers retain all rights, title and interest, including all copyright and intellectual property rights, in and to, the Product and all copies thereof.

6. Warranties and exclusions

6.1. Provisions of the Competition and Consumer Act 2010 and other laws in force from time to time in Australia may imply guarantees, warranties, conditions, and impose obligations on Tiggacom and its subsidiaries, affiliates, and suppliers ("Implied Terms"). If these Implied Terms apply, Tiggacom's liability will be limited at its option to resupply, repair or replacement of the Product or the cost of such resupply, repair or replacement, to the extent permitted by law.

6.2. Unless otherwise explicitly agreed to in writing by Tiggacom, subject to the Implied Terms, all representations, guarantees, conditions and warranties of any nature are expressly excluded.

6.3. Nothing in this clause excludes, restricts or modifies your rights under an Implied Term.

7. Exclusion of damages

Subject to any Implied Term, Tiggacom, its directors, officers, employees, or agents will not be liable to you or any other party for indirect, consequential, special, incidental, punitive or exemplary damages of any kind (including lost of revenues or profits or loss of business) arising in connection with these Terms, the Product, any software for the Product or any support services for the Product, whether based on contract, tort, statute, or any other legal theory.

8. Limitation of liability and remedies

To the extent that the applicable jurisdiction limits Tiggacom's ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

9. Licensee indemnity

You will indemnify Tiggacom, its directors, officers, employees, agents and contractors in full against any liability, loss, damages, costs and expenses as a result of or in connection with your use of the Product, including but not limited to, any modification by you of the Product which causes the Product to infringe the intellectual property rights of a third party.

10. Variation of Terms

Tiggacom reserves the right to amend these Terms from time to time without notice to you and you will be subject to the Terms in force at the time you purchase the Licence for the Product or download the Product whichever is applicable.

11. Termination

Without prejudice to any other rights, Tiggacom may terminate this Agreement immediately and without further notice if you fail to comply with the Terms of this Agreement. In such event, you must destroy all copies of the Product.

12. General provisions

12.1. Any provision of, or the application of any provision of this Agreement, which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

12.2. Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

12.3. The failure, delay, relaxation or indulgence on the part of a part in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right, or remedy.

12.4. This Agreement contains the entire Agreement between the Parties and supersedes any previous understandings, commitments or agreements, oral or written.



12.5.If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

12.6.This Agreement shall be governed by and construed in accordance with the laws of New South Wales.

#### SCHEDULE 1 PRODUCT

Name of Product: TiggaPhone, SIPDesk, Tiggadesk Phone, here after Tiggaphone

Details of Product: TiggaPhone enables your computer to make and receive calls by a Windows or macOS platform based software phone ("soft phone") that uses SIP/VoIP technology to connect to tiggacom communication platforms, such as tiggadesk, carrier billing desk, telco support or 1300 helpdesk.

The Product is accessed via a username / password combination that you received via the mail when signing up or can be found on the administrator/supervisor accounts on the workforce tabs for each connection.



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### Notices

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## Complaint Policy

This document describes how we handle complaints in case these arise out of the agreement between you and Tiggacom Pty Ltd (ABN 41 612 23 535). It governs the complaints procedures that are applicable for users of our tiggacom, tiggadesk, tiggalytics, tiggaphone and tiggamail branded platforms.

- 1.1. We aim to provide you, our customer, with the best possible service. Consumers and former customers can lodge a complaint and escalate it within our organisation.
- 1.2. A complaint means an expression of dissatisfaction made to us in relation to our products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by you.
- 1.3. Contacting tiggacom to request support or to report a service difficulty or fault is not necessarily a complaint.
- 1.4. Level 1 Customer Support (L1 CS)
  - 1.4.1. Tiggacom Technical Support is the level 1 customer support within tiggacom. Level 1 CS assist to resolve issues of a technical nature. This is your main point of contact for questions regarding your account or service.
  - 1.4.2. If you are having difficulties with the representative, a supervisor may be called upon for further assistance (escalation).
- 1.5. L 1 CS can be contacted via:
  - 1.5.1.1. Email: [support@tiggadesk.com](mailto:support@tiggadesk.com)
  - 1.5.1.2. Phone - 1300 133 200
  - 1.5.1.3. Mail – P.O. Box 1648, Chatswood NSW 2057
- 1.6. Making a Complaint
  - 1.6.1. If our L1 CS teams have been unable to resolve your issue in a satisfying way, you can request for your call to be considered a complaint.
    - 1.6.1.1. Please include the following details in your complaint:
      - 1.6.1.1.1. Your name and contact details;
      - 1.6.1.1.2. The nature of your complaint;
      - 1.6.1.1.3. Details of any steps you have already taken to resolve the complaint;
      - 1.6.1.1.4. Copies of any documents which may be relevant.
  - 1.6.2. Send your complaint directly to our complaint resolutions team, by:
    - 1.6.2.1. Email: [complaints@tiggadesk.com](mailto:complaints@tiggadesk.com)
    - 1.6.2.2. Mail: P.O. Box 1648, Chatswood NSW 2057

1.7. After you lodged a complaint

1.7.1. We will acknowledge a complaint immediately if received on the phone, or within 2 business days of receiving it and provide you a ticket or reference number.

1.7.2. Where possible, L1 CS teams will resolve your complaint upon first contact. Where they have been unable to do so, our complaint resolutions team will take over management of your complaint and resolve your complaint within 15 business days of receiving it.

1.7.3. If any, we will let you know any reasons for delay and give you a specific timeframe for resolution. We will keep you updated with the status of your complaint.

1.7.4. You may contact us either by phone or by email with your ticket number to request a status update.

1.7.5. Please be aware that tiggacom is unable to implement any resolution until you have accepted it.

1.8. Your subsequent options

1.8.1. The majority of matters can be handled by tiggacom's internal processes, we are grateful for your feedback and allowing us the opportunity to exhaust all avenues in resolving your complaint and as a result, being able to improve our services to our customers.

1.8.2. However, if you are not satisfied with our handling of your complaint and you have escalated this within tiggacom, you may seek complaint mediation or further assistance from for instance the fair trading department in your state or territory.