

Updated 04 Apr 2016

What's changed:

1. Updated URL in paragraph 3.1
2. Corrected error "paragraph 11" to "paragraph 7"

This Policy applies to all OpsCentral-On-Demand plans offered by Innovax Systems or its subsidiaries or affiliated companies. If you have questions about this Policy, please feel free to [contact us](#).

It is important that you read the entirety of and understand this document. There are, however, a few key points that we need to emphasise:

NO GUARANTEED ACCESS TO EMERGENCY SERVICES: The Software is not a replacement for your ordinary mobile or fixed line telephone. You must make alternative communications arrangements to ensure that you can make emergency calls if needed.

CHECK RESTRICTIONS ON USE: In some regions there are restrictions on the use of the Software. It is your responsibility to ensure that you are legally allowed to use the Software where you are located.

NO OWNERSHIP OF NUMBERS: If Innovax allocates to you an OpsCentral Number, you do not own the number or have a right to retain that number forever. You must ensure you comply with any allocation requirements displayed when using an OpsCentral Number as failure to do so could result in the number being withdrawn.

1. YOUR AGREEMENT WITH INNOVAX SYSTEMS PTE LTD

1.1 Innovax Systems' software applications and associated documentation (whether in printed or electronic form) including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto ("Updates") and whether made available for free or for a fee, (collectively the "**Software**") are licensed (not sold) to you by Innovax Systems Pte Ltd.

1.2 "**Innovax**" means Innovax Systems Pte Ltd and "**OpsCentral**" means Innovax Systems' Contact Centre Solution, OpsCentral-On-Demand; "**you**" or "**your**" means you, the registered holder of the User Account (as described in paragraph 6.1) and licensee under these Terms.

1.3 Your agreement with Innovax is made up of the terms and conditions set out in this document, together with any fair usage policies described in this document. To the extent of any inconsistency between the fair usage policies or any Additional Terms and this document, this document shall take precedence.

2. ACCEPTANCE OF THE TERMS

2.1 In order to use the Software and/or Products, you must first accept these Terms. We advise you to print a copy of these Terms for your records. These Terms remain effective from the date of acceptance until terminated by you or Innovax in accordance with paragraph 7.

2.2 You cannot accept these Terms if: (a) you are not lawfully entitled to use the Software and/or Products in the country in which you are located or reside or (b) if you are not of legal age to form a binding agreement with Innovax.

2.3 In some countries the Products may be provided to you by Innovax's local partner. If so, that local partner may ask you to accept its own terms of service ("**local terms**"). If there is any inconsistency between those local terms and these Terms, then the local terms shall govern to the extent of that inconsistency.

3. CHANGES TO THE TERMS

3.1 Innovax may make changes to these Terms from time to time. Innovax will publish the changes at <http://www.innovax.systems/wp-content/uploads/2018/01/Opscentral-termservices.pdf>. The changes will be effective when published. Please review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your use of the Software and/or Products after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate your relationship with Innovax in accordance with paragraph 7 below.

4. LICENCE

4.1 **Licence.** Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable license to use the Software through your account ("User Account").

4.2 **Restrictions.** You may not and you agree not to:

- (a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;
- (b) undertake, cause, permit or authorise the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law);
- (c) remove, obscure or alter any copyright notices or other proprietary notices included in the Software;
- (d) use the Software or cause the Software (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude you using the Software for your own business communications, subject to paragraph 4.1 above;

(e) other than for the purposes of download and installation, use the Software except through your User Account.

5. USE OF THE SOFTWARE AND PRODUCTS

5.1 **Equipment:** In order to use the Software and the Products you will need an Internet broadband connection. You are responsible for providing internet connectivity required to access the Internet or enable communications unless otherwise connectivity for voice provided in OpsCentral-On-Demand Professional Plan.

5.2 **Use of Your Equipment:** The OpsCentral Software may use the processing capabilities, memory and bandwidth of the computer (or other applicable device) you are using, for the limited purpose of facilitating the communication and establishing the connection. If your use of the OpsCentral Software is dependent upon the use of a processor and bandwidth owned or controlled by a third party, you acknowledge and agree that your licence to use the OpsCentral Software is subject to you obtaining consent from the relevant third party for such use. You represent and warrant that by accepting these Terms, you have obtained such consent.

5.3 **Updates to the Software:** Opscentral may automatically check your version of the Software. We may also automatically download configuration changes and updates to the Software from time to time. You may be required to update the Software in order to continue using OpsCentral. You agree to accept such updates subject to these Terms unless other terms accompany the updates. Innovax is not obligated to make any updates available and does not guarantee that we will continue to support the version of the operating system or device for which you licensed the Software or that updated Software will be compatible for use with end users running older versions of the Software. Updates may be required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions.

5.4 **Suspension, technical improvement and maintenance:** From time to time, Innovax may need to perform maintenance on or upgrade the Software or Products or the underlying infrastructure that enables you to use the Software or Products. This may require Innovax to temporarily suspend or limit your use of some or all of the Software or Products until such time as this maintenance and/or upgrade can be completed. To the extent possible and unless an intervention is urgently required, Innovax will advance notify the time and date of such suspension or limitation in the email. You will not be entitled to claim damages for such suspension or limitation of the use of any Software or Product.

5.5 **No Guaranteed Access to Emergency Services:** Neither the Products nor the Software are intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of services that connect a user to emergency services personnel or public safety answering points ("Emergency Services"). There are important differences between traditional telephone services and the Products. You acknowledge and agree that: (i) OpsCentral is not required to offer access to Emergency Services under any applicable local and/or national rules, regulations or law; (ii) it is your responsibility to purchase, separately from the Products, traditional wireless (mobile) or fixed line telephone services that offer access to Emergency Services.

5.7 **Content of Communications:** Innovax is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Software. By using the Software, you agree that any content that you submit may be

transmitted to the recipient of your communication. The content of communications is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent or otherwise objectionable. The content of communications may be protected by intellectual property rights, which are owned by third parties. You are responsible for the content you choose to communicate and access using the Software. In particular, you are responsible for ensuring that you do not submit material that is (i) copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner (ii) a falsehood or misrepresentation (iii) offensive, unlawful, harmful to minors, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; or (iv) impersonating another person. Innovax reserves the right (but shall have no obligation) to review content for the purpose of enforcing these Terms. Innovax may in its sole discretion block, prevent delivery of or otherwise remove the content of communications as part of its effort to protect the Software, Products or its customers, or otherwise enforce these Terms. Further, Innovax may in its sole discretion remove such content and/or terminate these Terms and your User Account if you use any content that is in breach of these Terms.

5.8 Quality: Innovax cannot guarantee that the Software or Products will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software or Products, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply. Innovax takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

5.9 Changes to Products: Innovax is constantly improving the Software and Products and may change them at any time. Additionally, there are reasons why Innovax may stop providing the Software and Products (or portions thereof) including (without limitation) that it is no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, external issues arise that make it imprudent or impractical to continue, or any reason set out in paragraph 7.3. As a result of such changes, you may need to use an upgraded version of the Software. Technical requirements for use of Products and Software and feature descriptions are available on the OpsCentral Website. If you do not agree with any changes to Software and Products you may terminate your relationship with Innovax in accordance with paragraph 7. You may need to upgrade to a new version in order to enjoy the benefit of certain Products. In addition, you acknowledge and agree that certain Products may be subject to usage limits or geographical restrictions, which may vary from time to time. Please check the OpsCentral Website for details of the most up-to-date usage restrictions that apply to the Products that you are using.

6. YOUR OBLIGATIONS

6.1 User Account. Prior to your first use of the OpsCentral, you will be asked to create a User Account with administrative functions and choose a user ID and password. We recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. You may only use the Software through your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorised use, you shall keep your password confidential and shall not share it with any third party or use it to access third party websites or services. If you suspect that someone else knows your password, then you shall immediately change it in order to protect

the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, passwords or other data. Innovax takes no responsibility for your failure to comply with the obligations in this paragraph 6.1.

6.2 Lawful Use: You must use the Software and Products in accordance with the laws of where you are located. In some countries there are restrictions on the download and use of the Software and/or Products. It is your responsibility to ensure that you are legally allowed to use the Software and/or Products where you are located.

6.3 Prohibited Use: You may not:

- (a) intercept or monitor, damage or modify any communication which is not intended for you;
- (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Software, Products, communication or protocols;
- (c) send unsolicited communications (also referred to as “SPAM”, “SPIM” or “SPIT”) or any communication not permitted by applicable law or use the Software or Products for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
- (d) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;
- (e) use the Software or Products to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or
- (f) use (including as part of your User ID and/or profile picture) any material or content that is subject to any third party proprietary rights, unless you have a licence or permission from the owner of such rights; or
- (g) collect or harvest any personally identifiable information, including account names, from the Software or Products;
- (h) impact or attempt to impact the availability of the Software or Products for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack;
- (i) use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Software or Products.

6.4 Your Information: From time to time, Innovax may request information from you for the purpose of supplying the Software or Products to you. You shall ensure that any such information is complete, up-to-date and accurate.

6.5 No Reselling. The Software and Products are for your use. You shall not resell or commercialise the Software and/or Products to any third party.

7. ENDING YOUR RELATIONSHIP WITH INNOVAX

7.1 You may terminate your relationship with Innovax at any time and without recourse to the courts by requesting closure of your User Account, ceasing to use the Software and/or Products and cancelling any recurring payments.

7.2 Unless this contract is replaced by a new service contract of an equal or greater value, termination of this contract for any reason before the expiry of the agreed contract period will result in the customer being liable to pay the remainder of the contract service fee until the contract expiry date.

7.3 Innovax may terminate its relationship with you, or may terminate or suspend your use of the Software, User Account(s) or Products at any time and without recourse to the courts:

- (a) if you are in breach of these Terms;
- (b) if Innovax reasonably suspects that you are using the Software and/or Products to break the law or infringe third party rights;
- (c) if Innovax reasonably suspects that you are trying to unfairly exploit or misuse the refund policy, or any of our policies.
- (d) if Innovax reasonably suspects that you are using our Products and/or Software fraudulently or that your User Account is being used by a third party fraudulently;
- (e) in respect of a particular Product, on thirty (30) days notice if Innovax decides to cease offering that Product;
- (f) immediately, if (in Innovax's reasonable discretion) required due to a change in or adverse interpretation of laws/regulation or where required by a regulator or authority with a lawful mandate, or by any of Innovax's partners;
- (g) on thirty (30) days notice if Innovax decides to cease offering the Software to users in your jurisdiction generally.

7.4 Innovax shall effect such termination by preventing your access to your User Account, the Software and/or Products (as applicable).

7.5 Consequences of Termination

Upon termination of your relationship with Innovax:

- (a) all licenses and rights to use the Software and/or Products shall immediately terminate;
- (b) you will immediately cease any and all use of the Software.
- (c) all leasing products and/or IP phones shall immediately be returned to Innovax.

8. MISCELLANEOUS

- a) This service requires broadband Internet connection (4Mbps and above for non-voice activities) and must be made available at the time of installation. Any delay caused by unavailability of Internet is not the responsibility of Innovax.
- b) All outgoing local calls are subjected to published local rates billed per minute all day. All internal calls are Free. All incoming calls are free. IDD call is chargeable, please refer to Innovax Toll Rate table.
- c) For technical help, please call the Innovax 24x7 technical hotline. Alternatively, you may wish to email us for support. Both hotline number and support email address will be given to you when you sign up.
- d) On-site Technical Support by Innovax engineer is chargeable, please refer to Innovax Professional Services on OCOD.
- e) The performance of this services is based on effort basis and it does not cover service availability and network latency.
- f) All hardware purchased from Innovax has one year warranty unless under rental.
- g) By signing this agreement, the client agrees to pay all IDD charges as per Innovax IDD rate table which may be updated from time to time. Client also acknowledges and consents to allow Innovax to redirect all IDD calls through Innovax IDD service.
- h) Innovax will not be responsible for any equipment purchased from third parties nor internal wiring related to the provision of Innovax services.
- i) Billing will be monthly in advance. All charges stated here are in Singapore Dollars and subjected to taxes or other government charges. The Client hereby agrees to pay Innovax for all charges incurred on their monthly invoice. All charges are calculated and billed as per listed here (valid at the time signing this form).
- j) Unless this contract is replaced by a new service contract of an equal or greater value, termination of this contract for any reason before the expiry of the agreed contract period will result in the customer being liable to pay the remainder of the contract service fee until the contract expiry date.
- k) This contract will be deemed automatically renewed for a period of 12/24 months on list monthly charge, if no written termination notice (30 days) received prior to expiry date.
- l) Innovax may cancel or suspend the Client's use of the service, without notice, should the Client become negligent for improper use of the service or for failing to pay their outstanding invoice charges. A reactivation charge equivalent to OTC (one time charge) must be paid in advance should the services be required again.