

SERVICE SPECIFIC TERMS / VOICE

Compliance Call Recording

Powered by CallCabinet and Smarsh

VERSION
v2026.10cEFFECTIVE
1 November 2026

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

These Service Specific Terms apply to FirstNet Compliance Recording (call and meeting recording, archiving and conversation analytics, delivered on the CallCabinet and Smarsh platforms) supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07, 26 Augrabies Road, Waterfall Office Park, Midrand, 1686) ("FirstNet") to the Customer named in a Service Schedule.

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") form part of the agreement between FirstNet and the Customer for the Service. They are incorporated by reference into every Service Schedule, Scope of Work or quote that orders the Service, and are published at www.firstnet.co.za/legal-notices/.
- 1.2 The master agreement is the FirstNet Standard Terms and Conditions published at www.firstnet.co.za/legal-notices/, or the Master Services Agreement the Customer has signed with FirstNet (the "Agreement"). The Service Schedule records what is ordered, the MRC, the NRC and the Initial Period.
- 1.3 If documents conflict, this order applies: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) the Vendor Terms in clause 4. Where the Vendor Terms impose a mandatory restriction on the use of the platform, the Customer must comply with it.
- 1.4 Words defined in the Agreement have the same meaning here.

2. Definitions

- 2.1 **"Archive"** means the Customer's recording repository on the Platform.
- 2.2 **"Legal Hold"** means a setting that keeps specific Recordings beyond their normal retention period until it is released.
- 2.3 **"Managed Compliance Service"** means the optional service in which FirstNet operates the Platform for the Customer (clause 3.4).
- 2.4 **"Platform"** means the CallCabinet or Smarsh platform (or both) used for the Customer, as stated in the Service Schedule.
- 2.5 **"Recordings"** means audio, video, screen captures, transcripts, summaries, metadata and other content captured or generated by the Service.
- 2.6 **"Retention Policy"** means the Customer's written instructions on what to record, how long to keep each category of Recording, and when to delete it.
- 2.7 **"Service"** means FirstNet Compliance Recording at the tier and with the options stated in the Service Schedule.
- 2.8 **"Vendor"** means CallCabinet Corporation or Smarsh Inc., as applicable, and their affiliates.

3. Service description

- 3.1 What the Service does. The Service captures calls and meetings from the platforms in the Service Schedule (for example Microsoft Teams, Zoom Meetings, Zoom Phone and Zoom Contact Center, hosted and customer PBXs and SIP via SIPREC, port mirroring or supported gateways, and contact-centre platforms) into one Archive with encryption, access controls, retention policies, Legal Hold and audit logs.
- 3.2 Tiers.
 - 3.2.1 Core Recording: capture, AES-256 encryption at rest and in transit, multi-factor authentication, granular permissions, retention policies, Legal Hold, controlled sharing and audit logs.
 - 3.2.2 Advanced Recording: Core plus QA and evaluation workflows, playback and tagging, enhanced call details, advanced reporting and optional screen capture.
 - 3.2.3 Conversation Analytics: Advanced plus multilingual transcription, summaries, sentiment analysis, automated redaction of card data, personal information and health information, QA scorecards and dashboards.
- 3.3 What FirstNet provides. FirstNet scopes and designs the Service, provisions the Platform tenant, configures encryption, roles, retention and Legal Hold policies to the Customer's instructions, connects and tests capture on each platform, configures and tests the recording disclosure prompt where the Service captures FirstNet voice lines, checks a sample of calls in the first week after go-live, and provides support.
- 3.4 Managed Compliance Service (optional). FirstNet administers the Platform for the Customer: policy configuration, retention administration, Legal Hold, user provisioning, audit-evidence support and periodic compliance reviews. FirstNet acts only on written instructions from the Customer's authorised contacts (clause 5.3).
- 3.5 Legacy migration (optional). FirstNet migrates historical recordings from the Customer's existing recorders with chain of custody preserved, as scoped in the Service Schedule.
- 3.6 What is not included. Unless the Service Schedule says otherwise, the Service does not include: (a) administration of the Customer's PBX, Teams, Zoom or identity provider; (b) legal or compliance advice; (c) capture from platforms not listed in the Service Schedule; or (d) the Teams, Zoom or other licences needed for capture (for example Zoom Phone Power Pack for recorded Zoom users).

4. Vendor Terms

- 4.1 The Platform is provided by the Vendor under its terms, as updated from time to time (the "Vendor Terms"):
 - 4.1.1 CallCabinet: CallCabinet Terms and Conditions (<https://www.callcabinet.com/terms-and-conditions/>) and CallCabinet Privacy Policy (<https://www.callcabinet.com/privacy-policy/>); and
 - 4.1.2 Smarsh: the Smarsh terms that apply to the Service, as provided or linked by FirstNet (Smarsh publishes its legal documents, including its Service Agreement, Service Specific Terms and Acceptable Use Policy, at <https://www.smarsh.com/legal/>).
- 4.2 The Customer accepts the Vendor Terms that apply to its Platform when it orders or first uses the Service.
- 4.3 The Vendor may change its Platform or Vendor Terms. FirstNet is not liable for those changes, but will tell the Customer about changes that materially affect the Service, and clause 7.3 of the Agreement applies.
- 4.4 The Vendor may suspend the Platform for breach of the Vendor Terms. FirstNet passes through the warranties and service levels the Vendor gives FirstNet and does not add its own warranties for the Platform. CallCabinet's terms state that its platform is provided without an uptime guarantee; FirstNet's commitments are in clause 7.

5. Customer responsibilities

- 5.1 Before go-live the Customer must give FirstNet in writing: (a) its Retention Policy; (b) the platforms, users, lines and call types in scope (all calls or selected calls); (c) who may access, share, export or delete Recordings; and (d) any data location requirement (clause 8.4).
- 5.2 The Customer must keep its Retention Policy and access list current and must tell FirstNet in writing of any change.

- 5.3 The Customer must name authorised contacts who may instruct FirstNet to apply or release a Legal Hold, change retention, delete Recordings or grant access. FirstNet acts only on written instructions from those contacts.
- 5.4 The Customer must configure (or approve FirstNet's configuration of) the recording disclosure prompt on every recorded line, and must keep it in place.
- 5.5 The Customer must keep administrator credentials secure, require multi-factor authentication for all reviewers and administrators, and review the audit logs periodically.

6. Provisioning and lead times

- 6.1 Every order passes a mandatory pre-sales review by FirstNet's Voice Solutions Engineering team covering platforms, scope, retention, Legal Hold, data location, integrations, analytics and any migration.
- 6.2 Lead times depend on the platforms, integrations and migration scope, and are indicative only. Large migrations (several recorders, high volumes or a regulator deadline) start with a technical workshop before timelines are committed.
- 6.3 FirstNet tests capture end to end on every platform before handover and checks a sample of Recordings in the first week. The Customer confirms acceptance in writing. If the Customer does not raise defects within the acceptance period stated in the Service Schedule, or, where none is stated, starts using the Service in production, the Service is accepted.

7. Service levels and support

- 7.1 Support is provided under the FirstNet Rapid Response Services Guide (SOP-SVC-RR-001) at www.firstnet.co.za/legal-notices/, through support@firstnet.co.za and 0861 989 896. FirstNet owns Vendor escalations to closure. Support hours follow clause 7.1 of the Voice Services SST: faults on FirstNet's voice platform are handled 24 hours a day, seven days a week, and everything else during Business Hours, unless the Customer has signed a specific 24x7 service level in its Service Schedule.
- 7.2 Any service level for the Service is stated in the Service Schedule. Where none is stated, FirstNet uses reasonable endeavours and passes through the Vendor's service level for the Platform. Support targets are those in the Rapid Response Services Guide.
- 7.3 The Service records what reaches it. It cannot capture calls that the source platform does not deliver (for example during an outage of Teams, Zoom, the PBX, SIPREC feed or the Customer's network), calls made on devices or numbers outside scope, or calls on users who are not licensed or configured for capture. The Customer should monitor capture reports and tell FirstNet promptly of gaps.
- 7.4 Service credits apply only if the Service Schedule states them, and are then the Customer's sole financial remedy for failure to meet a service level, without limiting the Customer's right to terminate for material or repeated breach under the Agreement.

8. Data, privacy and security

- 8.1 Roles. The Customer is the responsible party for Recordings and decides what is recorded, why, for how long, and who may access it. FirstNet acts as operator under the FirstNet Data Processing Annexure, and the Vendor acts as FirstNet's sub-operator.
- 8.2 Lawful basis is the Customer's responsibility. Recording a call intercepts a communication. The Customer is responsible for making sure every Recording is lawful, including:
 - 8.2.1 RICA section 4 (a party to the call may record it), section 5 (a person may record with the prior written consent of a party) and section 6 (a business may intercept indirect communications in the course of carrying on its business, for the purposes listed in section 6(2), if the system controller consents and reasonable efforts have been made to inform users in advance that their communications may be intercepted);

- 8.2.2 POPIA: a lawful basis under section 11, purpose specification (section 13), openness (section 18) through the disclosure prompt and the Customer's privacy notice, and the conditions for special personal information (sections 26 and 27) and children's personal information (sections 34 and 35) where Recordings may contain it; and
- 8.2.3 sector rules that require or restrict recording (for example FAIS and FICA record-keeping, or professional confidentiality).
- 8.3 FirstNet does not decide whether the Customer may record, and does not give legal advice. The Service supports the Customer's compliance programme for laws such as POPIA, FAIS, FICA and PCI DSS, but final compliance depends on the Customer's own policies, configuration and obligations. FirstNet does not guarantee regulatory compliance.
- 8.4 Data location. CallCabinet and Smarsh host the Platform in South Africa for FirstNet customers, and Recordings are stored there unless the Service Schedule names another hosting region at the Customer's request. Where Recordings are stored or processed outside South Africa (including by AI analytics, transcription or redaction services the Vendor uses), FirstNet relies on the Vendor's data processing terms (for example standard contractual clauses) and the safeguards in clause 7 of the Data Processing Annexure as the basis under POPIA section 72. The Customer must tell FirstNet before ordering if Recordings may not leave South Africa for any feature, and FirstNet will confirm in writing which features meet that requirement.
- 8.5 Retention and deletion. Recordings are kept and deleted under the Customer's Retention Policy. Deletion at the end of the retention period is logged. FirstNet is not responsible for Recordings deleted under the Customer's Retention Policy or instructions, or kept longer because the Customer did not set a policy.
- 8.6 Legal Hold. A Legal Hold applied under clause 5.3 overrides the Retention Policy for the Recordings it covers until it is released in writing. The Customer must tell FirstNet promptly when litigation, a regulatory inquiry or a dispute requires a Legal Hold.
- 8.7 Requests from third parties. If FirstNet or the Vendor receives a request for Recordings from a regulator, court or law enforcement agency, FirstNet will (where legally allowed) tell the Customer and let the Customer respond, and will disclose Recordings only where the law requires it.
- 8.8 Security. The Platform encrypts Recordings at rest and in transit (AES-256) and logs access. Security compromises are handled under clause 8 of the Data Processing Annexure.
- 8.9 Analytics. Transcripts, summaries, sentiment scores, QA scorecards and redaction are AI or automated Output under clause 26 of the Agreement. They may be inaccurate or incomplete. Automated redaction may miss card numbers, personal information or health information. The original Recording, not the transcript, is the record. The Customer must not rely on redaction alone to meet PCI DSS and must not use automated scores as the sole basis for decisions with legal or similarly significant effects on individuals (POPIA section 71).

9. Fees, licences and changes

- 9.1 Charges are per user or per line per month by tier, plus storage (if itemised), analytics options, the Managed Compliance Service, migration and onboarding, as stated in the Service Schedule. No prices are stated in these SST.
- 9.2 Storage is sized to the agreed retention period and platform mix. If actual storage exceeds the sized amount (for example because the Customer extends retention or applies broad Legal Holds), FirstNet may charge for the additional storage as stated in the Service Schedule.
- 9.3 Where the Service Schedule links Vendor charges to a foreign currency, clause 9.6 of the Agreement applies. FirstNet may pass on Vendor price increases under clause 9.5 of the Agreement.

10. Term, cancellation and early termination

- 10.1 The standard Initial Period is 12 months from the Service Commencement Date unless the Service Schedule says otherwise, then month to month until either party gives 30 days' written notice, or 90 days' written notice where the Service Schedule states that an upstream provider requires it.

- 10.2 Early termination is dealt with under clause 19 of the Agreement. Where the Customer is a Consumer, only a reasonable cancellation penalty applies (CPA section 14 and regulation 5). FirstNet applies the same reasonable cancellation penalty to a Small Business Customer (clause 19.3 of the Standard Terms and Conditions).
- 10.3 Exit. Before the Service ends, FirstNet will, on request, provide the Customer with an export of its Recordings and audit logs in the Platform's standard export format, or transfer them to a destination the Customer names, with chain of custody preserved, as scoped and charged in the Service Schedule.
- 10.4 The Vendor deletes Customer data after its agreement for the Customer ends (CallCabinet's terms state 30 days). The Customer must request its export as soon as notice of termination is given, so that the export can be completed before the Service ends. Recordings under Legal Hold or subject to a retention obligation must be exported before termination; FirstNet cannot keep them after the Service ends unless the Customer orders continued storage.

11. Suspension

- 11.1 FirstNet may suspend access to the Service under the Agreement for non-payment, breach, a security risk or a legal requirement. During suspension for non-payment, FirstNet will not delete Recordings, but may restrict access. Before suspending, FirstNet will tell the Customer in writing whether capture will continue during the suspension, so that the Customer can make other arrangements for any recording it is obliged to keep.

12. Liability specifics

- 12.1 The limits and exclusions of liability in the Agreement apply.
- 12.2 FirstNet is not liable for: (a) the lawfulness of any Recording, or for claims arising from the Customer's failure to have a lawful basis, give notice or obtain consent, and the Customer indemnifies FirstNet against such claims; (b) calls not captured for the reasons in clause 7.3; (c) Recordings deleted or kept under the Customer's Retention Policy or instructions; (d) Recordings not exported before termination; or (e) inaccurate transcripts, analytics or redaction.

13. Product-specific regulatory notes

- 13.1 RICA sections 4 to 6 (interception and recording), clause 8.2.
- 13.2 POPIA, including sections 11, 14 (retention), 18, 19 to 22 (security and breach notification), 26 and 27 (special personal information), 71 (automated decisions) and 72 (cross-border transfers).
- 13.3 Financial sector: FAIS and FICA record-keeping requirements and FSCA conduct standards may require recording and set retention periods (commonly five years). The Customer must confirm its own obligations.
- 13.4 Electronic evidence: the integrity of Recordings is supported by the audit logs and encryption, which may help the Customer show reliability under section 15 of ECTA, but FirstNet does not guarantee admissibility.

14. Changes to these terms

- 14.1 FirstNet may update these SST to reflect changes in law, the Vendor Terms or FirstNet's service. FirstNet will give at least 30 days' notice of material changes by email and by publishing the updated version at www.firstnet.co.za/legal-notices/. If a material change is to the Customer's detriment, the Customer may cancel the affected Service before the change takes effect without an early termination charge, except for unrecoverable Vendor commitments under clause 19.4 of the Agreement.
- 14.2 Each version is identified by its version number and effective date below.

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