SERVICE SPECIFIC TERMS / VOICE

Smartz Contact Centre

Cloud contact centre from Smartz Solutions, delivered by FirstNet

VERSION v2026.10d

EFFECTIVE 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 Smartz Contact Centre 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 The voice service underneath the Service (FirstNet Managed Cloud PBX, SIP Trunks or Microsoft Teams Calling) is ordered separately and governed by its own SST. Part A of the FirstNet Voice Services SST applies to all calls made through the Service.

1.4 If documents conflict, this order applies: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Voice Services SST; (d) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (e) the Smartz Terms in clause 4. Where the Smartz Terms impose a mandatory restriction on the use of the Smartz platform, the Customer must comply with it.

1.5 Words defined in the Agreement have the same meaning here.

2. Definitions

2.1 **"Channel Provider"** means a third party that provides a messaging channel used with the Service, such as an SMS provider, a WhatsApp Business Solution Provider, Meta (Facebook and Instagram Messenger), Telegram or an email provider.

2.2 **"Customer Data"** means all content and personal information the Customer, its agents or its customers put into or generate in the Service, including call recordings, messages, contact lists, QA evaluations, HR and attendance records, learning records and reports.

2.3 **"Modules"** means Commz (omnichannel engagement, including the Chatterbox agent desktop and diallers), Engage (contact-centre workforce management, including quality assurance, time and attendance, leave, e-learning, recruitment and HR records), Analyz (analytics and reporting) and Smartz Academy (role-based learning).

2.4 **"Service"** means the Smartz Suite tenant, the Modules and seats in the Service Schedule, and FirstNet's onboarding and support.

2.5 **"Smartz"** means the Smartz Solutions entity that is party to the Smartz Terms, and its affiliates, the developer and operator of the Smartz Suite.

3. Service description

3.1 What Smartz provides. Smartz provisions and hosts the Customer's Smartz Suite tenant and provides the software, updates and its service desk.

3.2 What FirstNet provides. FirstNet resells the Service, manages onboarding end to end through its Voice Solutions Engineering team (connecting the voice service, numbers and CLI, configuring channel connectors, IVR, queues, dispositions, QA categories, leave types, shifts and Academy enrolments as scoped), and provides first-line support with escalation to Smartz.

3.3 Smartz is a contact-centre layer, not a phone system. It needs a voice service underneath (clause 1.3). A Microsoft Teams calling licence is still required where Teams is the voice service.

3.4 Recording. Commz records calls and the Smartz Desktop Recorder records agent screens for quality and coaching. This is not a compliance recording or archiving service (see the FirstNet Compliance Call Recording SST).

3.5 Engage sits beside the Customer's payroll and HR system. It is not a payroll or full HR system of record.

3.6 What is not included. Unless the Service Schedule says otherwise, the Service does not include: (a) the voice service, numbers or call charges; (b) Channel Provider accounts, fees or approvals (for example the WhatsApp Business Account, which the Customer brings); (c) bespoke reports beyond the standard dashboards and reports, which are scoped as change requests; (d) wallboard screens and agent computers; or (e) internet access.

4. Smartz Terms

4.1 The Service is subject to Smartz's end-user terms, service level agreement (including its annexures) and data processing terms, as provided or linked by FirstNet with the Service Schedule (the "Smartz Terms"). Smartz's website privacy policy is published at https://www.smartz-solutions.com/privacy.html.

4.2 The Customer accepts the Smartz Terms when it orders or first uses the Service.

4.3 Smartz may update its software and features. FirstNet is not liable for Smartz's changes, but will tell the Customer about changes that materially affect the Service, and clause 7.3 of the Agreement applies.

4.4 Channel Providers' own terms (for example Meta's WhatsApp Business terms and policies, which govern approved message templates and opt-ins) apply to each channel the Customer uses, as published by each Channel Provider. The Customer contracts with its Channel Providers, or FirstNet passes their terms through where FirstNet supplies the channel.

4.5 FirstNet passes through the service levels Smartz gives in the Smartz Terms (clause 7) and does not add its own warranties for the Smartz platform.

5. Customer responsibilities

5.1 Environment. Agents use a supported browser (Chrome, Brave, Firefox or Edge). Each agent needs at least 2 Mbps (4 Mbps preferred) with latency under 300 ms, and a computer with at least a quad-core 2.6 GHz processor, 8 GB RAM (16 GB preferred) and an SSD. The Customer must open the network ports Smartz specifies. FirstNet confirms the environment before go-live.

5.2 Seats. The Customer must keep named-user seat counts (Commz agents and supervisors, Engage users, Analyz viewers and Academy learners) accurate.

5.3 Access. The Customer must provide the channel credentials, CRM access and, where Teams is used, Microsoft administrator consent needed for the connectors in scope.

5.4 Lawful use. The Customer must use the Service in line with the FirstNet Acceptable Use Policy, the Smartz Terms and each Channel Provider's terms, and must comply with clause 5.4 of the Voice Services SST.

5.5 Outbound dialling and messaging. The Customer is responsible for having consent or another lawful basis for every outbound call and message, for honouring opt-outs, and for dialler settings (including retries, calling times and abandoned-call rates). The do-not-contact list in Commz is a tool; the Customer decides what goes on it.

5.6 Employees. The Customer is responsible for informing its agents and staff about recording, screen recording, keystroke and browser activity tracking, attendance tracking and performance ratings, and for any consultation required by labour law or collective agreements.

6. Provisioning and lead times

6.1 Every order passes a mandatory pre-sales review by FirstNet's Voice Solutions Engineering team confirming the voice service underneath, channels, Modules and seat counts, and the Customer's environment.

6.2 Onboarding follows the steps in the Service Schedule: tenant provisioning by Smartz, voice and channel connection, configuration, user acceptance testing (dashboards reconciled against a sample week of data), go-live and Academy enrolment. Lead times are indicative only.

6.3 The Customer signs off user acceptance testing. If the Customer does not sign off or 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 treated as accepted.

7. Service levels and support

7.1 The Customer logs faults with FirstNet support under the FirstNet Rapid Response Services Guide (SOP-SVC-RR-001) at www.firstnet.co.za/legal-notices/. FirstNet escalates platform faults to the Smartz service desk and manages them 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 24×7 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 service level Smartz gives in the Smartz Terms, including any availability, response and restoration targets by severity.

7.3 Wallboards and dashboards update in near real time, not instantly.

7.4 Service credits apply only if the Service Schedule states them, and only to the extent Smartz pays them to FirstNet. They are 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.

7.5 Downtime does not count where it results from the voice service underneath, Channel Provider outages, the Customer's network or computers, the Customer's configuration, suspension under clause 11, or force majeure.

8. Data, privacy and security

8.1 Roles. The Customer is the responsible party for Customer Data. FirstNet acts as operator under the FirstNet Data Processing Annexure, and Smartz acts as FirstNet's sub-operator. Channel Providers process messages under their own terms and may act as independent responsible parties (for example Meta for WhatsApp).

8.2 Location. Customer Data is processed in the locations Smartz publishes or confirms for its service. Messages sent through Channel Providers may be processed outside South Africa under their terms. Speech analytics through the CallBi connector, CRM integrations and payment gateways process data where those providers operate. Where Customer Data is processed outside South Africa, FirstNet relies on the safeguards in clause 7 of the Data Processing Annexure and POPIA section 72.

8.3 Ownership and export. The Customer owns Customer Data and may export reports to Excel, CSV or PDF at any time. The Customer must export the Customer Data it needs before the Service ends, or within any further export period stated in the Service Schedule or the Smartz Terms, after which Smartz will delete it under the Smartz Terms.

8.4 Special personal information. Some Modules can process special personal information under POPIA, and the Customer must meet the conditions in POPIA sections 26 to 33 before enabling them:

8.4.1 Voice biometrics: voice prints are biometric information. The Customer must obtain the data subject's consent (or rely on another POPIA section 27 ground) before enrolling a voice print, and must offer an alternative authentication method.

8.4.2 Engage HR records may contain health, disciplinary, criminal or trade union information.

8.4.3 Recruitment psychometric and aptitude tests must comply with section 8 of the Employment Equity Act 55 of 1998 (tests must be scientifically valid and reliable, fairly applied and not biased) and, where applicable, Health Professions Council of South Africa requirements.

8.5 Recording and monitoring. The Customer is responsible for recording calls, screens and agent activity lawfully under RICA (sections 4 to 6) and POPIA, including notice to callers and agents and a retention policy (Compliance Call Recording SST, clause 8).

8.6 Sentiment and performance scoring. Sentiment-aware routing, sentiment scores and agent performance ratings are automated outputs. The Customer must not use them as the sole basis for decisions with legal or similarly significant effects on agents or customers (POPIA section 71), such as dismissal or refusing service.

9. Fees, licences and changes

9.1 Charges for seats, channel uplifts (for example WhatsApp, voice biometrics, sentiment routing and FAQ automation), onboarding and change requests are stated in the Service Schedule. No prices are stated in these SST.

9.2 Seats are billed per named user per month. Seat increases take effect when provisioned; reductions take effect at the end of the Initial Period unless the Service Schedule allows otherwise.

9.3 Channel Provider charges (for example SMS and WhatsApp conversation fees) are payable as stated in the Service Schedule or directly to the Channel Provider.

9.4 FirstNet may pass on Smartz price increases under clause 9.5 of the Agreement.

10. Term, cancellation and early termination

10.1 The Service runs for the Initial Period in the Service Schedule (normally 12, 24 or 36 months) from the Service Commencement Date, 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 Cancelling the voice service underneath does not cancel the Service, and the reverse is also true, unless the Service Schedule says so.

11. Suspension

11.1 FirstNet may suspend the Service under the Agreement for non-payment, breach of the Acceptable Use Policy or the Smartz Terms, a security risk, or a legal requirement.

11.2 FirstNet may suspend outbound dialling or messaging immediately if it reasonably believes the Customer is making unlawful or abusive calls or messages, or if a Channel Provider or regulator requires it.

11.3 A Channel Provider may suspend a channel (for example a WhatsApp number) under its own terms. FirstNet is not liable for such a suspension.

12. Liability specifics

12.1 The limits and exclusions of liability in the Agreement apply.

12.2 FirstNet is not liable for: (a) claims arising from the Customer's outbound calls or messages, recording, biometric processing or employee monitoring, and the Customer indemnifies FirstNet against such claims; (b) Channel Provider outages or suspensions; or (c) decisions the Customer makes based on sentiment scores, performance ratings or other automated outputs.

13. Product-specific regulatory notes

13.1 Direct marketing: POPIA section 69 (consent for electronic direct marketing, including automatic calling machines and SMS), CPA section 11 (right to refuse direct marketing) and CPA section 12 with regulation 4 (permitted times for direct marketing to consumers).

13.2 Recording and interception: RICA sections 4 to 6.

13.3 Employment: Employment Equity Act section 8 (psychometric testing) and the Labour Relations Act where monitoring affects disciplinary processes.

13.4 Numbers, CLI and emergency calls: Voice Services SST, clause 13. Diallers must present valid CLI.

14. Changes to these terms

14.1 FirstNet may update these SST to reflect changes in law, the Smartz 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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