

LOCAL COUNTRY-SPECIFIC TERMS TO THE GENESYS CLOUD SERVICES AGREEMENT

AUSTRALIA SPECIFIC TERMS

v10312022

The following additional country or region-specific provisions will apply to Customer when accessing the Cloud Services from the referenced country or countries.

1. DEFINITIONS

Related Body Corporate: a related body corporate as that expression is defined in the Corporations Act 2001 (Cth).

3. RIGHTS AND LIMITATIONS OF USE

3.5 Emergency Services. Notwithstanding clause 7.1 and 7.5 of the Genesys Security Terms for Cloud Services, the Cloud Services permit calls to be made to Australian 000 services or other emergency services. Customer may be required to provide location information to emergency services. Genesys will comply with all applicable laws in relation to Australian emergency calls (for example, 000).

6. WARRANTIES

6.3 Australian Consumer Law. If a party is a consumer for the purposes of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), then Genesys' services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, Customer is entitled to: (a) cancel your service contract with Genesys; and (b) a refund for the unused portion of the services, or to compensation for its reduced value. Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, Customer is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel its service contract and obtain a refund for the unused portion of the services.

10. CUSTOMER DATA

10.3 Privacy Program. Genesys will: (a) keep secure, manage and protect Customer Data in the possession or control of Genesys from time to time in accordance with its privacy program and as applicable, the Privacy Act 1988 (Cth); (b) take all reasonable technical and organizational measures (including encryption systems, anti-virus, security patches, updates, and upgrades) to avoid unauthorized or unlawful use, disclosure, accidental loss, destruction or damage of the Customer Data; (c) only use the Customer Data for the purposes of performing its obligations under the Agreement or otherwise as instructed by Customer from time to time; and (d) restrict access to the Customer Data to Genesys' personnel, authorised subcontractors or Related Bodies Corporate who have a need-to-know the Customer Data for the performance of Genesys' obligations under the Agreement.