

AGREEMENT

DATE

BETWEEN

_____ [insert name, ACN and address of Customer] ACN _____ of

(_____) [insert name of Customer]

AND

_____ [insert name, ACN and address of client] ACN _____ of

(_____) (Client)

AND

Delacon Pty Ltd ACN 074 596 553 of Level 7, 35 Grafton Street Bondi Junction, NSW 2022 (**Delacon**)

BACKGROUND

- A. _____ [insert name of Customer] and Delacon are parties to an agreement under which Delacon provides certain data analytics services including telephone call recording services to clients of _____ [insert name of Customer] including the Client.
- B. An essential requirement for the use of telephone call recording services is that customers of the Client must be alerted and consent to the recording of their calls with the Client.
- C. The Client and Delacon employ separate automatic recorded messages to inform customers that their telephone call may be recorded.
- D. The existence of two automatic recorded messages is an irritant to customers and _____ [insert name of Customer] and the Client have requested that Delacon disable its call recording message on the basis that the Client will retain its call recording message to customers and _____ [insert name of Customer] and the Client will indemnify Delacon against any claims arising from Delacon's deactivation of its call recording message.
- E. Delacon has agreed to disable its call recording message on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the promises contained in this agreement it is agreed that:

1. Delacon call recording message

- (a) Delacon will disable its call recording message for calls to the Client number within two days of receiving a signed Request Form from the Client and _____ [insert name of Customer].

- (b) If Delacon reasonably believes that Client's call recording message is inactivate or otherwise not in operation or that its content is inadequate for the purpose Delacon may immediately reactivate and maintain the Delacon call recording message until it is satisfied that the Client's call recording message is in operation or that the content has been appropriately amended.

2. Indemnity

- (a) The Client and _____ *[insert name of Customer]* indemnify Delacon and its directors, officer and employees against all Claims arising in connection with Delacon disabling or reactivating the Delacon call recording message.
- (b) The Client's and _____ *[insert name of Customer]* liability under clause 2(a) is joint and several.

3. Additional terms

- (a) In this agreement:
 - i. "Claim" means any losses, claims, damages, liabilities, obligations, penalties, fines, judgments, awards, costs, expenses and disbursements suffered or incurred; and
 - ii. "Request Form" means the form set out in the Schedule.
- (b) This agreement may be executed in any number of counterparts. All counterparts taken together will constitute one agreement
- (c) This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts having jurisdiction in that State.

Executed as an agreement

Signed by

Name:

Title:

for and on behalf of **Delacon Pty Ltd**

Signed by

Name:

Title:

For and on behalf of _____ *[insert name of Client]*

Signed by

Name:

Title:

For and on behalf of _____ *[insert name of Customer]*

Schedule

Call Recording Deactivation Request Form

To: _____ *[insert Delacon email address]*

Date of request:

Please deactivate the Delacon call recording message directed at customers for all calls to the following Delacon numbers used for call recording:

CID Numbers:

.....
.....
.....

Signed by

Name:

Title:

For and on behalf of _____ *[insert name of Customer]*

Signed by

Name:

Title:

For and on behalf of _____ *[insert name of Client]*