

Jet Interactive Pty Ltd - Call Recording Agreement

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1. If your Order for Telecommunications Services includes call recording services, you expressly agree and acknowledge that:
 - 1.1. you authorise us to make call recordings and collect Personal Information on your behalf (without limiting the generality of the aforesaid, you specifically authorise us to act as your agent in respect of all caller line identification data and other Personal Information collected by us);
 - 1.2. you either:
 - 1.2.1. authorise us to play a voice message advising the calling party that the call is being recorded prior to the said call being connected to you or your employee, contractor, officer, agent, authorised representative or other third party answering the call; or
 - 1.2.2. make the necessary arrangements, particularly in regards to outbound calls, to ensure that the calling party is provided with the necessary warning about the presence of any recordings made of a call in accordance with Applicable Law;
 - 1.3. all call recordings are stored by us for a period of three (3) months, commencing the date that a recording is made. Following the expiry of the storage period, you will not be able to retrieve a copy of the recording and to the extent permitted by Applicable Law, you hereby acknowledge and agree that we have no liability whatsoever for any failure to retain or store such copies of recordings beyond the said storage period;
 - 1.4. all Personal Information collected or compiled by us for, and supplied to, you must be used by you and your employee, contractor, officer, agent, authorised representative or other third party in compliance with Applicable Law, including without limitation, any provisions under the Telecommunications Act 1997 (Cth), Privacy Act 1988 (Cth), the Telecommunications (Interception) Act 1979 (Cth), and all regulations or guidelines promulgated thereunder;
 - 1.5. you must notify your employee, contractor, officer, agent, authorised representative or other third party that their telephone conversation with a calling party in respect of an incoming call is being recorded by us through or in connection with the Telecommunications Services;
 - 1.6. (to the extent permitted by Applicable Law, we will have no liability whatsoever in respect of any use made by you, your employee, contractor, officer, agent, authorised representative or other third party, of the recordings and its contents, and/or of any Personal Information; and
 - 1.7. recording of credit card details is not permitted (and if credit card details need to be collected, the call must be terminated and your customer called back on an outbound line).