

Product Specific Terms

Last Modified: 11 November 2022

The FabZing Product Specific Terms are intended to highlight some of the important things about using our different Subscription Services. The Product Specific Terms form part of the FabZing Customer Terms of Service and are hereby incorporated therein.

If you are using any of the Subscription Services described below, the terms corresponding to those product(s) apply to your use. We periodically update this page by posting a revised copy on our website, so please check back here for current information.

1. ALL SUBSCRIPTION SERVICES

1.1 Modifications

We may make changes to the FabZing CRM or Free Services that materially reduce the functionality provided to you during the Subscription Term.

1.2 Non-Renewal Notice Period

To discontinue Free Services under this Agreement, you or we may close your account in accordance with the General Terms.

1.3 Limits. We may change the limits that apply to you at any time in our sole discretion by updating the **Product and Services Catalogue**. Please refer to it and to your Order for details of any additional limits that apply to your subscription.

1.4 Notice of Non-Renewal

Unless otherwise specified in your Order, to prevent renewal of your Subscription Service, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

1.5 Legacy Products and Terms. Notwithstanding anything to the contrary in the General Terms, once you've purchased a Subscription Service, you cannot choose to re-purchase the same product with legacy contacts pricing, even if it's still listed in our Product & Services Catalogue.

1.6 Brand Domains. In order to host multiple root domains associated with your company in a single FabZing account, you must purchase a subscription that includes the Brand Domain Add-on Service. A root domain is considered to be a different domain name that immediately precedes the top-level domain indicator. For example, www.fabzing.com and www.domain.com are considered separate root domains, whereas www.fabzing.com and us.fabzing.com or www.fabzing.com.au are not considered separate root domains, as long as they are controlled by the same entity and its associates.

1.7 Communication Services. "Communication Services" means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service. We do not control the content, messages or information found in the Communication Services. We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

1.8 Call Recording. You agree to comply with all applicable laws, rules and regulations relating to the recording of phone calls or other electronic communications. You also agree to obtain proper consent to record phone calls prior to making any recordings as required by applicable law. While the FabZing calling tool includes features to help you comply with call recording laws, we make no representation or warranty with respect to these features. You may use FabZing tools to record your calls or to import call recordings from another source. You agree to be responsible for any content and communications exchanged on calls. You represent and warrant that you have obtained all necessary rights to share such content and communications with us and allow us to process and use them to provide the Subscription Service to you.

1.9 Beta Services. If we make beta access to some or all of the Subscription Service (the "Beta Services") available to you (i) the Beta Services are provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind, except in respect of losses that cannot be legally limited or excluded under law, related to your use of the Beta Services. If we inform you of additional terms and conditions that apply to your use of the Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

1.10 Third Party Sites and Products. You can choose to integrate Third Party Sites and Products with the Subscription Service. We are not responsible for any Third-Party Sites and Products or for any issues arising from or related to the Third-Party Site or Product. The availability of any integration to a

Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

2. QUICKZING

2.1 Fee Adjustments. Your Subscription Fee will increase immediately during the course of a Billing Period if you exceed your Maximum QuickZing Unit limit in a Billing Period. In this case, the Subscription Fee will increase up to the tier price which corresponds with the number of QuickZing Unit and your invoice will increase by the corresponding prorated amount for the remainder of Subscription Term. You will receive an electronic notification if you are approaching your limit.

3. TELEZING

3.1 Fee Adjustments. Your Subscription Fee will increase immediately during the course of a Billing Period if you exceed your Maximum TeleZing Unit limit in a Billing Period. In this case, the Subscription Fee will increase up to the tier price which corresponds with the number of TeleZing Unit and your invoice will increase by the corresponding prorated amount for the remainder of Subscription Term. You will receive an electronic notification if you are approaching your tier limit.

3.1 Document availability. We store some of the documents and other content or media that you upload into TeleZing purely for your convenience. However, we provide no guarantee whatsoever that such data will always be integral and available, and we do not assume any liability in that regard. We strongly encourage you to take appropriate measures to independently secure, store and backup your important documents, as well as any electronic signature collected or used during TeleZing sessions.

4. OTHER SERVICES

4.1 Consulting Services

You may purchase Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide are described in the [Product and Services Catalogue](#) and will be delivered in English. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

4.1.1 Location. All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

4.1.2 Delivery. If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period").

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

4.1.3 Third Party Providers. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

5. SERVICE UPTIME COMMITMENT

5.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions will apply:

"Downtime" means a critical full outage/severe issue that constitutes a catastrophic problem causing complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment (e.g., crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays

in providing the Subscription Service resulting from telecommunications or internet service provider failures outside of our datacentre as measured by our third party website availability monitoring provider; (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service; and (v) unavailability while we perform maintenance on the Subscription Service when necessary, in FabZing's sole, reasonable discretion.

"Service Uptime" means $(\text{total hours in calendar month} - \text{Excluded duration} - \text{Downtime duration}) / (\text{total hours in calendar month} - \text{Excluded duration}) \times 100\% = \text{Service Uptime}$.

5.2 We will use commercially reasonable efforts to meet a Service Uptime of 99.9% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet Service Uptime commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.9% in a given calendar month, Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.9%. The credit will be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month in which FabZing did not meet the Service Uptime of 99.9%. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services.