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# 2degrees

## Resupply Terms Schedule



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- 1.1 This Service Schedule forms part of your Agreement with us.
- 1.2 In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, refer to clause 2 of the Standard Terms and Conditions or Master Services Agreement.
- 1.3 Capitalised terms which appear in this Service Schedule and are not defined in this Service Schedule may be defined under Definitions in the Standard Terms and Conditions or Master Services Agreement.

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**2. Resupply**

- 2.1 This Service Schedule applies to any 2degrees Customer that resupplies services to an End User.
- 2.2 This Service Schedules applies in addition to the Standard Terms and Conditions or Master Service Agreement (as applicable).

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**3. End Users****3.1 The Customer obligations**

(a) You warrant and represent that you have the experience, capacity and resources to carry out your obligations under this Agreement, including providing support to End Users with a high level of professionalism and in a timely and efficient manner.

(b) You must:

(i) only use the Services for your own internal business use or to supply services to End Users using in whole or in part, the Services;

(ii) ensure that you have obtained consent from the End User:

(A) to disclose the End User Details to us and our relevant Third-Party Suppliers; and

(B) for us and our relevant Third-Party Suppliers to use the End User Details to the extent necessary or desirable in connection with the supply of the Services;

(iii) provide and manage all services provided to

an End User including billing and collection of payments;

(iv) manage the relationship between you and your End Users including (without limitation) providing technical support to the End Users and ensure that End Users do not contact us;

(v) use your best endeavours to;

(A) maintain facilities and staff sufficient to provide the support services to the End Users; and

(B) immediately notify us of any defect in any of the Services of which you become aware;

(vi) comply and take reasonable steps to ensure that all of your personnel comply at all times with any current operations manual issued by us and any other reasonable directions given by us from time to time in relation to the promotion, sale and use of the Services;

(vii) not:

(A) bring our reputation or brand into disrepute; or

(B) compromise the integrity or security of our Network or any of our customers; and

(viii) cease using any of our branding including our name and logo on termination of the Standard Terms and Conditions or Master Services Agreement, a Service Schedule or Service Order whichever is applicable.

**3.2 Customer Acknowledgment**

You acknowledge that:

(a) you must not make any representation or give any warranty in relation to any Service that is inconsistent with written materials supplied by us for that purpose other than as expressly authorised in writing by us.

(b) the supply of Services to you pursuant to the terms of this Agreement is non-exclusive. We are free to supply the Services or procure the supply of the Services to other parties on terms and conditions as we see fit; and we may promote and sell, or appoint other resellers to promote and sell, the Services from time to time.

**3.3 End User Liability**

(a) You are solely liable for any dispute raised by any End Users in relation to the provision of any Services by you to those End Users. Other than as expressly provided in this Agreement, we disclaim any liability which may arise either on the part of you or an End User as a result of the use of a Service by an End User or any related or ancillary claim, and you indemnify us in respect of any liability so incurred.

(b) You also indemnify us in respect of all losses, damages, liability, claims and expenses incurred (including but not limited to reasonable legal costs and defence or settlement costs) arising as a result of any claim or demand by any persons relating to the resupply of the Services to End Users, including a claim or demand by an End User.

(c) If you fail to effect or maintain the insurances specified in clause 4(a), we may effect and keep in force the insurance policies and the cost of the insurance will be immediately due and payable by you to us.

### **3.4 Branding and use of name**

You must not use our logo or refer to us except:

(a) with our prior written consent; and (b) in accordance with any directions or guidelines provided by us.

### **3.5 Third Party Software**

You acknowledge and agree on your behalf and on behalf of its End Users that you will comply with clause 34 (Third Party Software (EULAs)) of the Standard Terms and Conditions or Master Service Agreement (as applicable) except that you may rent the Software to your End Users.

## **4. Insurance**

### **(a) Customer to obtain and maintain insurance**

You must take out and maintain valid and enforceable insurance policies with reputable insurers relating to:

(i) Public liability insurance for not less than \$10 million per event and unlimited in aggregate; and

(ii) Professional indemnity insurance for not less than \$10 million per event and in aggregate.

(b) You must provide to us upon our request, certificates of currency from its insurers certifying that you comply with the requirements of clause 4(a).

