

These SMS Service Terms & Conditions ("SMS Terms"), together with the Bp Cloud Products Subscription Terms, govern your access to and use of the SMS Service.

By subscribing to and accessing or using the SMS Service, you acknowledge that you have read and understood these SMS Terms, that you accept all the terms and conditions, without the need for any further indication of acceptance on your part (such as by signature, or other means of electronic acceptance) and agree to be legally bound by them. Where you are acting on behalf of your employer or such entity or accessing the SMS Service on their behalf, you represent and warrant that you have full legal authority to agree to, and bind your employer or such entity to, these SMS Terms and your employer or such entity must ensure that all officers, employees, agents and contractors of your employer or such entity who access and/or use the SMS Service, also comply with these SMS Terms.

1. Overview

- 1.1 Best Practice has secured a licence to offer the SMS Service. You must comply with the obligations under these SMS Terms and the Subscription Terms so that Best Practice can comply with its obligations to the Service Provider.
- 1.2 Your use of the SMS Service is conditional upon You agreeing to be bound by the SMS Terms. Acceptance of these Terms binds You and all of Your employees.

2. SMS Services

- 2.1 Best Practice offers the SMS Service provided by the Service Provider for on sale by Best Practice to You.

3. Term

SMS Service commences the date You access or use the SMS Service and continues unless earlier terminated as per the following events:

- 3.1 The licence agreement between the Service Provider and Best Practice is terminated;
- 3.2 Subscription to Best Practice products is cancelled/terminated;
- 3.3 If You breach of any of these SMS Terms or the Subscription Terms;
- 3.4 If Best Practice gives You 30 days notice that it will cease to provide the SMS Service.

4. Fees and changes

- 4.1 Messaging Fees is 15c (ex GST) per Message. If the Messaging Fees change, You will be notified by Best Practice and the changes are applicable from the subsequent billing period.
- 4.2 Best Practice will provide a monthly invoice to You. You agree to pay the invoice to Best Practice within 30 days of receipt of invoice.

5. Your Obligations

- 5.1 You must have a current subscription for Best Practice products.
- 5.2 You must comply with every reasonable request that Best Practice makes to utilise the SMS Service including running Best Practice script on termination, failure to run Best Practice script will result in additional fee.
- 5.3 You must not use the SMS Service in a way contrary to the reasonable instructions of Best Practice, including not incorporate into any message any Restricted Content, but may use content that is Unrestricted Content. You acknowledge that the SMS Services is solely for You to notify a patient or health practitioners within the practice.
- 5.4 On termination, Best Practice will provide You with a script which, when run, removes any remaining SMS credits. You or on your request Best Practice will run the script to remove remaining SMS credits and an invoice will be sent out month end as per our standard Post-Paid SMS process.

6. Your Responsibility for Messaging

You must:

- 6.1 Accept responsibility for all aspects of the use of the SMS Services, including actions, omissions, and/or error of a Carrier and/or any person in possession of Your password, username and log-in details.
- 6.2 Not use the SMS Service to transmit any information or material that violates state or federal law or transmit any material that is in contravention of any privacy or copyright laws or any other propriety interest;
- 6.3 Not use or seek to use the SMS Service for publishing, reproducing or advertising any message information, symbol or other communication which is offensive or abusive or of an indecent, obscene or menacing character or for the purpose of causing annoyance, inconvenience or needless anxiety to any person or for any unlawful purpose;
- 6.4 Use the SMS Service solely for the purpose of general information to Your patients and the provision of Restricted Content is expressly prohibited;
- 6.5 Ensure that every Message sent using the SMS Service is sent to, received and read by, the correct recipient (and not anybody else);
- 6.6 Not use the SMS Service, connections or facilities to:
 - a) Transmit computer works or viruses;
 - b) Access any other computer system or networks without the owner's prior consent;
 - c) Forge any messages; or
 - d) Send any obscene, sexually explicit, abusive or defamatory material of material that violates or in contrary to any state or federal law;

- 6.7 Comply with anti-spam legislation, guidelines and codes of practice and You must not use the SMS Services to circulate or send any unsolicited or unauthorised marketing, publicity or advertising material or message any person unless the person has first consented to receiving the material, and the person has been provided with a means to Opt-out of receiving any further material, and the person can clearly identify that You are the sender of the material. Upon receipt of an Opt-out request, You must remove the person from any relevant marketing list as soon as practical; and
- 6.8 Contact Best Practice to increase the daily limit of 5000 SMS Messages.

7. Definitions

Carrier means New Zealand or international telecommunications carrier.

Message means text or binary content generated from either a mobile telephone or other application such as a website, call/content center or PC terminal and received by mobile telephone or otherwise.

Messaging Fees means the current fees, as varied by notice from time to time.

Opt-out means the ability for a person to stop receiving any further text messages from You.

Restricted Content means content that:

- a) Is likely to be, having regard to the contemporary attitudes of Australian society, offensive to reasonable adults;
- b) Is likely to be, having regard to the average attitude of Australian society, unsuitable for minors;
- c) Incites or instructs in the matter of crime;
- d) Describes, incites or promotes unlawful sexual activity;
- e) Promotes or incites violence against any person or group or incites racial hatred;
- f) Causes unnecessary harm, distress or panic to any person;
- g) Is false, misleading or deceptive, or likely to mislead or deceive;
- h) Provides financial advice to any person;
- i) Is out of date, having regards to the information generally available, subsequently published or released or made available; and/or
- j) Is for the purpose of providing warnings or notifications about serious risk to the safety of personal property (for example emergency services)

Script means the SMS site termination script provided by Best Practice to You.

Service Provider means the messaging provider that Best Practice selects at its discretion.

SMS Service means the service provided by the Service Provider through Best Practice which enables You to send and receive Standard Rate Messages through the Service Providers SMS Gateway.

Standard Rate Message means messages that are billed by Service Provider at the standard SMS rates. The Service Provider's SMS system allows a maximum message size of 160 characters. If a longer message is sent, the system splits it to two or more separate SMS's that may be reassembled on delivery so that they appear to be a single message (or, on some handsets, may be delivered as a series of separate SMS). When a longer message is split in this way, the components are no more than 153 characters long, as seven characters are used to facilitate re-joining on delivery. As a result, a longer message will result in more than one SMS being transmitted, and charges apply accordingly. Charges for an SMS Service will be based on the number of SMS sent, calculated in accordance with the following rules:

- a) If Unicode characters included via a Unicode supported service, content that contains no more than 70 characters counts as one SMS. In all other cases, content that contains no more than 160 characters counts as one SMS.
- b) If Unicode characters included via a Unicode supported service, content that contains more than 70 characters counts as one SMS for each block of 67 characters or part thereof. In all other cases, content that contains more than 160 characters counts as one SMS for each block of 153 characters or part thereof.
- c) 'character' includes each individual letter, digit, punctuation and other symbol in the content.
- d) Each press of a 'spacebar' generates a separate character.
- e) Some special symbols and non-English letters may comprise more than one character and will be charged accordingly.
- f) Where an SMS is sent to multiple End Users, each one is counted separately.

Subscription Terms means the terms of subscription for the use of the Best Practice products.

Unicode Characters are essentially characters within an SMS messages that are not found in the in the GSM-7 character set. A standard/normal SMS allows up to 160 characters from the GSM-7 character set, including all latin characters from A-Z, the digits 0-9, plus an additional few special characters.

Unrestricted Content means content not falling within the definition of Restricted Content.