

Auxo Terms of Use

Version 1.4

NZ1. APPLICATION OF TERMS

1.1 These Terms apply to your use of the Service (as that term is defined below). By setting up an account to use the Service, clicking I agree in the course of setting up an account to use the Service or logging on to the Service, or accessing and using the Service:

- a) you agree to these Terms; and
- b) where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.

1.2 If you do not agree to these Terms, you are not authorised to access and use the Service, and you must immediately stop doing so.

2. CHANGES

2.1 Subject to clause 2.3:

- a) we may change these Terms at any time by notifying you of the change by email or by posting a notice on the Website; and
- b) unless stated otherwise, any change takes effect from the date set out in the notice.

2.2 You are responsible for ensuring you are familiar with the latest Terms.

2.3 If a change to these Terms is detrimental to you, you may terminate these Terms and your right to access and use the Service on no less than 10 days' notice, provided the notice is received by us before the date that the change takes effect. If you give notice under this clause 2.3, the previous version of the Terms will apply to your access to and use of the Service during the notice period. If you do not exercise your termination right under this

clause, and you continue to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.

2.4 These Terms were last updated on: 23/03/2026

3. INTERPRETATION

In these Terms:

Auxo Materials means any Underlying Systems, Auxo Intellectual Property, Auxo Confidential information, any other content or material contained on the Website or the Service (including the design and content of any forms, statements, guidelines or processes on the Website or the Service) or otherwise made available by Auxo to you in connection with the Service and/or these Terms and any Analytical Data created by us under clause 7.

Auxo Software means the software owned by us (and our licensors) that is used to provide the Service.

Billing Period means successive one month periods (or such other billing period as is agreed in writing between you and us) commencing on the Start Date (or such other date as is agreed in writing between you and us).

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the Auxo Software. Your Confidential Information includes the Data.

Data means: (i) all data, content, and information (including personal information) that you input into the Service or otherwise make available to us in

connection with the Service or these Terms; and (ii) any data that is created by you as an output of your use of the Service, but excludes any Auxo Materials.

Fees means the applicable fees set out on the Website or as agreed otherwise in writing between you and us, as may be updated from time to time in accordance with clause 8.5.

Force Majeure means an event that is beyond the reasonable control of a party, excluding:

- an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- a lack of funds for any reason.

Including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

A *party* includes that party's permitted assigns.

Permitted Users means your personnel who are authorised to access and use the Service on your behalf in accordance with clause 6.4.

A *person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

Personal Information means information about an identifiable, living person.

Personnel includes officers, employees, contractors and agents, but a reference to your personnel does not include us.

Privacy Policy means our Privacy Policy as set out from the website from time to time and located [here](https://auxosoftware.com/privacy-policy/)

Prepaid Credits means prepaid credits for usage based services such as SMS messaging and Vehicle Data Check, as further described on the Website.

Sales Tax means sales tax, goods and services tax, value added tax or equivalent tax payable under any applicable law.

Service means the service having the core functionality described on the Website, as the Website is updated from time to time, including Vehicle Data Check (if applicable) and the SmartCheck Pro Service (if applicable).

SmartCheck Pro Service means the SmartCheck Pro workflow software that assists with inspection processes, electronic checksheets, and record management that you have subscribed for (in an Order Form or otherwise), as further described on the Website.

Start Date means the date that you set up an account to use the Service, first click I agree in the course of setting up an account to use the Services or logging on to the Services, or first access or use the Service, whichever is the earliest.

Terms means these terms titled SaaS terms of use, including the Schedules.

Underlying Systems means the Auxo Software, IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third party solutions, systems and networks.

Vehicle Data Check, Data Check or Motor Vehicle Register Data Retrieval means the service described in Schedule 1.

We, us or our means SAM Computer Systems Limited, company number 895865.

Website means the internet site at <https://auxosoftware.com>, or such other site notified to you by us.

Year means a 12-month period starting on the Start Date or the anniversary of that date.

You or *your* means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

4. PROVISION OF THE SERVICE

4.1 We must use reasonable efforts to provide the Service:

- a)** in accordance with these Terms and New Zealand law;
- b)** exercising reasonable care, skill and diligence; and
- c)** using suitably skilled, experienced and qualified personnel.

4.2 Our provision of the Service to you is nonexclusive. Nothing in these Terms prevents us from providing the Service to any other person or using any Services developed for you for any other person.

4.3 Subject to clause 4.4, we must use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. We must use reasonable efforts to publish on the Website and/or notify you by email advance details of any unavailability.

4.4 Through the use of web services and APIs, the Service interoperates with a range of third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the

previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.

5. TRIAL SOFTWARE

5.1 This clause 5 applies where you access and/or use the Service under a free trial.

5.2 We will provide the Service to you for the trial period notified by us to you (Trial Period). Access to free trials (and the applicable Trial Period) will be determined by us in our absolute discretion.

5.3 The Service is provided to you during the Trial Period on an as is basis, and, despite any other provision in these Terms, all conditions, warranties, guarantees and indemnities in relation to the Service are excluded by us to the fullest extent permitted by law.

5.4 No Fees are payable for your access and use of the Service during the Trial Period. You must purchase, rent or subscribe to a commercial version of the Service if you wish to access and use the Service following expiry of the Trial Period.

5.5 Nothing in these Terms imposes any obligation:

- a)** on you, at the termination or expiry of the Trial Period, to purchase, rent or subscribe to a commercial version of the Service or any other service provided by us; or
- b)** at the termination or expiry of the Trial Period, to provide a commercial version of Service or any other service provided by us; or
- c)** to maintain any feature or part of the Service in any commercial version of the Service or any other service.

6. YOUR OBLIGATIONS

6.1 You and your personnel must:

- a)** use the Service in accordance with these Terms solely for:
 - i.** your own internal business purposes; and
 - ii.** lawful purposes (including complying with the Unsolicited Electronic Messages Act 2007, the Privacy Act 2020 and any other applicable privacy and data protection laws); and
- b)** not resell or make available the Service to any third party, or otherwise commercially exploit the Service.

6.2 When accessing the Service, you and your personnel must:

- a)** not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- b)** correctly identify the sender of all electronic transmissions;
- c)** not attempt to undermine the security or integrity of the Underlying Systems;
- d)** not use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;
- e)** not attempt to view, access or copy any material or data other than:
 - i.** that which you are authorised to access; and
 - ii.** to the extent necessary for you to use the Service in accordance with these Terms;
- f)** neither use the Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading;
- g)** without limiting clause 6.2f, not enter any personal information (including name, address, date of birth, vehicle registration, drivers' licence, passport or credit card details) into the Service other than into fields that prompt for entry of the information in question;
- h)** reverse engineer, de-aggregate, decompile, disassemble, translate or

otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms forming part of, incorporated into or relevant to the Service or Underlying Systems, or benchmark, conduct performance testing, or scrape, harvest or use any automated means (including bots, spiders, or web crawlers) to extract data or content from, the Service or Underlying Systems;

- i)** access or use the Services, or Underlying Systems in any way to build a product or service that competes in any way with our business;
- j)** maintain the confidentiality and security of all passwords, user credentials, API keys and log-in information for the Service and must not disclose, share or make available any such credentials to any third party or permit any person other than the designated Permitted User to use those credentials. Each Permitted User must have unique credentials, and credentials must not be shared between Permitted Users;
- k)** access or use the Services, or Underlying Systems in any way that constitutes a misuse, misappropriation or infringement of any person's Confidential Information or rights (including Intellectual Property and privacy rights) or breaches any applicable laws;
- l)** promptly notify us in writing if you become aware of, or reasonably suspect, any unauthorised access to or use of the Service, any compromise of credentials, or any other security breach relating to the Service, and take all reasonable steps to mitigate the effects of any such breach;
- m)** ensure that all systems and devices used to access the Service are maintained with up-to-date operating systems, browsers and security patches, and use reasonable security measures (including up-to-date anti-virus and anti-malware software) to protect the integrity of the Service and Underlying Systems; and
- n)** comply with any other reasonable policy or condition notified by us to you.

6.3 When using Vehicle Data Check, you must also comply with the terms of use set out in

Schedule 1 and when using the SmartCheck Pro Service you must comply with the terms of use set out in Schedule 2.

6.4 Without limiting clause 6.2, no individual other than a Permitted User may access or use the Service. You:

- a)** may authorise any member of your personnel to be a Permitted User, by creating user accounts for those Permitted Users with separate login details, or by providing us with the Permitted User's name and other information that we reasonably require in relation to the Permitted User to enable us to create user accounts for those Permitted Users;
- b)** may, at any time, restrict Permitted Users' access to certain features;
- c)** are responsible for any Permitted User accounts you create (or that you request us to create), and must delete (or request us to delete) the Permitted User's account if you no longer wish the Permitted User to have access (e.g. where an employee ceases working for you). We take no responsibility for the level of access granted to a Permitted User, or for the deletion of Permitted Users' accounts; and
- d)** must procure each Permitted User's compliance with clauses 6.1 and 6.2 and any other reasonable condition notified by us to you.
- e)** 6.5 You are responsible and liable for any use of the Services through or via your account, including by your Permitted Users. You will ensure and procure that all Permitted Users comply with the Terms. Any breach of the Terms by a Permitted User will be deemed to constitute a breach by you. You may only grant access to your account to the number and type of Permitted Users expressly identified and approved as Permitted Users by us.

6.6 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use the Service, including to use, store and input Data into, and process and distribute Data through, the Service.

7. DATA

7.1 You acknowledge that:

- a)** we may require access to the Data to exercise our rights and perform our obligations under these Terms and as otherwise specified in these Terms and our Privacy Policy;
- b)** we process Personal Information in accordance with these Terms and our Privacy Policy;
- c)** c. to the extent that this is necessary but subject to clause 10, we may authorise a member or members of our personnel to access the Data for this purpose; and
- d)** d. we are entitled to rely on the accuracy and completeness of the Data your supply to use or otherwise make available via the Website and/or the Service and, unless expressly required otherwise, we have no obligation to verify the accuracy or completeness of any Data; and

7.2 You must arrange all consents and approvals that are necessary for us to access, store, process and share the Data.

7.3 You acknowledge and agree that:

- a)** we may:
 - i.** use Data and information, including about your, your Permitted Users' and your end users' or customers use of the Service to generate anonymised and aggregated statistical and analytical data (Analytical Data);
 - ii.** use third-party analytics, onboarding and customer engagement tools (including Userpilot, Intercom, and Microsoft Clarity) within the Service to support user onboarding, engagement, feature adoption, and

customer support. These tools may collect usage data and link conversations or activity to your account. Conversations and related data may also be stored and referenced to provide support, training, identify issues, and improve Service performance. This data may be integrated with our CRM system to improve customer experience and service delivery;

iii. Analytical Data will not contain any Personal information, will not constitute Data for the purposes of these Terms and will be owned by us from the date it is created. We may use Analytical Data for any purpose, including for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights and may supply Analytical Data to third parties.

b) Our rights under clause 7.3 will survive termination or expiry of these Terms.

7.4 You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through the Service, we are acting as your agent for the purposes of the Privacy Act 2020 and any other applicable privacy law. You must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms.

7.5 While we will take standard industry measures to back up all Data stored using the Service, you:

- a)** agree to keep a separate back-up copy of all Data and files inputted or uploaded by you onto the Service;
- b)** acknowledge and agree that:
 - i.** any images or files uploaded to or otherwise stored on the Service are excluded from our data back-up obligations and such files may be modified, corrupted or distorted once uploaded; and

- ii.** we reserve the right to delete images and files uploaded at our sole discretion. Such deletions will primarily occur due to the cancellation, cessation, downgrade or nonpayment of services; or instances of unreasonable use or as otherwise outlined in clause 13.9.

7.6 You agree that we may store Data (including any personal information) in secure servers outside of the country in which you are located and may access that Data (including any personal information) outside of the country in which you are located from time to time.

7.7 You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any:

- a) breach of clause 6; or
- b) actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

8. FEES

8.1 The Fees will be charged to your valid debit/credit card in advance of each Billing Period, unless otherwise agreed in writing.

8.2 If we are unable to collect the Fees from your debit/credit card for any reason, including where your card has expired or there are insufficient funds, you remain responsible for any uncollected amounts and we may suspend or cancel your access to the Service without giving you notice.

8.3 The Fees exclude Sales Tax, which you must pay where applicable, subject to us providing you with a valid Sales Tax invoice.

8.4 If we have agreed to payment of the Fees other than by debit or credit card:

- a)** you must pay the Fees:
 - i.** by the 20th of the month following the date of invoice, unless otherwise agreed in writing; and

- ii. electronically in cleared funds without any set off or deduction; and
- b) we may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate equal to the corporate overdraft reference rate (monthly charging cycle) applied by our primary trading bank as at the due date (or, if our primary trading bank ceases to quote that rate, then the rate which in the opinion of the bank is equivalent to that rate in respect of similar overdraft accommodation expressed as a percentage) plus 2% per annum.

8.5 We may increase the Fees by giving at least 30 days' notice. If you do not wish to pay the increased Fees, you may terminate these Terms and your right to access and use the Service on no less than 10 days' notice, provided the notice is received by us before the effective date of the Fee increase. If you do not terminate these Terms and your right to access and use the Service in accordance with this clause, you are deemed to have accepted the increased Fees.

9. INTELLECTUAL PROPERTY

9.1 Subject to clause 9.2, title to, and all Intellectual Property Rights in, the Service, the Website, and all Auxo Materials is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.

9.2 Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.

9.3 To the extent not owned by us, you grant us a royalty-free, transferable,

irrevocable and perpetual licence to use for our own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Service.

9.4 If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together feedback):

- a) all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
- b) we may use or disclose the feedback for any purpose.

9.5 You agree that we may identify you as a user of the Service on our Website and in our marketing and other promotional materials. You grant us a non-exclusive, royalty-free license to use, publish and display your name, trade marks, logos and designs (Brands) for these purposes. We will use the Brands only in accordance with any usage and marketing guidelines provided by you from time to time. You may withdraw our rights under this clause at any time by written notice to us.

9.6 You acknowledge that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.

10. CONFIDENTIALITY

10.1 Each party must, unless it has the prior written consent of the other party:

- a) keep confidential at all times the Confidential Information of the other party;

- b)** effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- c)** disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 10.1a and 10.1b.

10.2 The obligation of confidentiality in clause 10.1 does not apply to any disclosure or use of Confidential Information:

- a)** for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
- b)** required by law (including under the rules of any stock exchange);
- c)** which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d)** which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- e)** by us if required as part of a bona fide sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 10.

11. WARRANTIES

11.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.

11.2 To the maximum extent permitted by law:

- a)** our warranties are limited to those set out in these Terms, and all other conditions, guarantees or warranties

whether expressed or implied by statute or otherwise (including any warranty of merchantability or fitness for purpose) are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited as set out in clause 12; and

- b)** we make no representation concerning the quality of the Service and do not promise that the Service will:
 - i.** meet your requirements or be suitable for a particular purpose; or
 - ii.** be secure, free of viruses or other harmful code, uninterrupted or error free.

11.3 You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of trade. The parties agree that:

- a)** to the maximum extent permissible by law, no consumer protection laws apply to the supply of the Service or these Terms; and
- b)** it is fair and reasonable that the parties are bound by this clause 11.3.

11.4 Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option, to:

- a)** supplying the Service again; and/or
- b)** paying the costs of having the Service supplied again.

12. LIABILITY

12.1 Our maximum aggregate liability under or in connection with these Terms or relating to the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by you relating to the Service in the 1 month period prior to the date of the first event giving rise to liability).

12.2 Neither party is liable to the other under or in connection with these Terms or the Service for any:

- a)** loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
- b)** consequential, indirect, incidental or special damage or loss of any kind.

12.3 Clauses 12.1 and 12.2 do not apply to limit our liability under or in connection with these Terms for:

- a)** personal injury or death;
- b)** fraud or wilful misconduct; or
- c)** a breach of clause 10.

12.4 Clause 12.2 does not apply to limit your liability:

- a)** to pay the Fees;
- b)** under the indemnity in clause 7.7; or
- c)** for those matters stated in clause 12.3a to 12.3c.

12.5 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.

12.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Service.

13. TERM, TERMINATION AND SUSPENSION

13.1 Unless terminated under this clause 13, these Terms and your right to access and use the Service:

- a)** starts on the Start Date; and
- b)** continues until a party cancels the subscription, in which case these Terms and your right to access and use the Service and any Data stored in the Service will terminate at the

end of the current Billing Period. To cancel the subscription:

- i.** you may:
 - click cancel subscription within the Service at least 24 hours before the end of the Billing Period; or
 - contact us by email at least 7 days before the end of the Billing Period; or
- ii.** we may give you 30 days' notice of cancellation.

13.2 Subject to clauses 2.3 and 8.5, if the subscription option you have selected includes a minimum initial term, the earliest date for termination under clause 13.1 will be the expiry of that initial term.

13.3 Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party:

- a)** breaches any material provision of these Terms and the breach is not:
 - i.** remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ii.** capable of being remedied; or
- b)** becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

13.4 You may terminate these Terms and your right to access and use the Service in accordance with clauses 2.3 and 8.5.

13.5 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.

13.6 On termination of these Terms, you must pay all Fees for the provision of the Service prior to that termination.

13.7 No compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any Fees that you have already paid, including any Prepaid Credits.

13.8 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

13.9 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have:

- a. undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
- b. used, or attempted to use, the Service:
 - i. for improper purposes; or
 - ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
- c. transmitted, inputted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
- d. otherwise materially breached these Terms.

14. GENERAL

14.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.

14.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms.

14.3 For us to waive a right under these Terms, that waiver must be in writing and signed by us.

14.4 Subject to clause 7.4, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.

14.5 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms by emailing accounts@auxosoftware.com.

14.6 These Terms, and any dispute relating to these Terms or the Service, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Service.

14.7 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 7.7, 9, 10, 12, 13.5 to 13.8 and 14.6, continue in force.

14.8 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

14.9 Subject to clauses 2.1 and 8.5, any variation to these Terms must be in writing and signed by both parties.

14.10 These Terms set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement

relating to the Service that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986, and that it is fair and reasonable that the parties are bound by this clause 14.10.

You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.

SCHEDULE 1

VEHICLE DATA CHECK SERVICE – ADDITIONAL TERMS OF USE

This Vehicle Data Check Schedule forms part of the Terms where you have subscribed for the Vehicle Data Check Service. The terms in this Schedule (together with the rest of the Terms) govern your access to and use of the Vehicle Data Check Service.

This Schedule applies in addition to and shall not act to limit or restrict in any way, any of the other Terms, except that if there is any inconsistency between a term in this Schedule and any other term included in these Terms, the term in this Schedule shall prevail, but only in respect of the Vehicle Data Check Service.

In this Schedule:

PPSR means the Personal Property and Security Register

RMVT means a registered motor vehicle trader

NZTA means Waka Kotahi New Zealand Transport Agency

By registering and using Vehicle Data Check, you agree that:

1. You are responsible for payment in full of all Vehicle Data Check data requests that return a result. Notwithstanding this, multiple databases operated by different Government agencies and departments are being

accessed during a search. It is possible that one or more of these sources may be unavailable from time to time due to maintenance or outage. We and our partner Carjam will endeavour to check for unavailability and advise this as early in the search process as possible to avoid costs if possible.

2. We reserve the right to vary pricing at any time with a notice period of not less than 30 days. The current applicable pricing schedule will be clearly displayed within the Service.

3. You must purchase Prepaid Credits to use Vehicle Data Check. Your usage will be deducted from your Prepaid Credits and once your Prepaid Credits have been used up you will need to purchase additional Prepaid Credits to continue to use Vehicle Data Check.

4. Internet access from the computer where the search is being run is required to access Vehicle Data Check data.

5. The data and information provided via Vehicle Data Check is collated from several disparate sources and is only valid as at the date and time of request. Its accuracy and completeness is beyond our control and the control of our partner Carjam. No liability whatsoever attaches to us, and you indemnify us against any claim for loss or damage deriving from the provision of Vehicle Data Check.

6. You must ensure that all Vehicle Data Check requests are conducted for legitimate purposes relating to the normal operation of your business and provision of services to your clients. In particular:

- a)** where PPSR information is included, you undertake that this information will be accessed and used for legitimate purposes as set out in the Personal Property Securities Act 1999;
- b)** where vehicle owner information is included, you undertake that all searches will be for a specified purpose as allowed under section

241(1) of the Land Transport Act 1998;
and

- c) for access to vehicle owner information, you must provide us with a membership number of industry body approved to provide MVR access e.g. NAITA, MTA, or direct authorisation from the NZTA, and advise us of any changes to membership status.

7. Where information is passed to a third party, including your own clients, it is your responsibility to ensure that all actual and implied obligations regarding data usage and privacy are passed to the third party. These include but are not limited to:

- a) the information must be retrieved for legitimate purposes;
- b) where laws such as the Personal Property Securities Act 1999 apply, these must be complied with; and
- c) all uses must be specified purposes as allowed under section 241(1) of the Land Transport Act 1998.

8. You are responsible for all personnel accessing Vehicle Data Check to be trained and aware of the relevant requirements of the Personal Property Securities Act 1999 and the Land Transport Act 1998 including the points in paragraphs 6 and 7 above.

9. We own all intellectual property relating to Vehicle Data Check provided in the Auxo Software. This includes copyright, trade marks, design rights and any intellectual property rights arising from future improvements or changes. This ownership is retained by us where the service or information derived from it is resold to end-consumers.

SCHEDULE 2

SMARTCHECK PRO – ADDITIONAL TERMS OF USE

This SmartCheck Pro Service Schedule forms part of the Terms where you have subscribed for the SmartCheck Pro Service. The terms in this Schedule (together with the rest of the Terms) govern your access to and use of the SmartCheck Pro Service.

This Schedule applies in addition to and shall not

act to limit or restrict in any way, any of the other Terms, except that if there is any inconsistency between a term in this Schedule and any other term included in these Terms, the term in this Schedule shall prevail, but only in respect of the SmartCheck Pro Service.

In this Schedule, unless the context indicates otherwise:

NZTA means Waka Kotahi New Zealand Transport Service.

IO means an Inspecting Organisation appointed by NZTA for WoF or CoF inspection and certification activities.

VI means a Vehicle Inspector appointed by NZTA for WoF or CoF inspection and certification activities.

Code of Conduct means the NZTA [Vehicle Inspector Code of Conduct](#).

VIRM means NZTA's [Vehicle Inspection Requirements Manual for in-service certification \(WoF and CoF\)](#).

VIC means NZTA's Vehicle Inspection Portal and any online services used by Inspecting Organisations and Vehicle Inspectors for WoF or CoF activities.

All other capitalized terms used in this Schedule shall have the meaning given to them in the Terms.

1 Service

1.1 Subject to compliance by you with the Terms, we grant to you the right to access and use the SmartCheck Pro Service during the Term for your own internal business purposes. Internal business purposes specifically excludes any commercialisation or exploitation of information technology products or services.

2 Relationship with NZTA, IO And VI

2.1 You acknowledge and agree that:

- a) the SmartCheck Pro Service is not an NZTA system or a VIC platform;
- b) the SmartCheck Pro Service is developed and operated by Auxo. It is not, in any way, affiliated with or endorsed or sponsored by, NZTA.

References and links to NZTA and NZTA materials within the Website and SmartCheck Pro Service are provided for convenience informational purposes only;

c) despite its access to and use of the SmartCheck Pro Service, you must still:

- i. comply with all of your obligations as an IO or VI, including your Notice of Appointment, the [VIRM introduction and duties of IOs and VIs](#), the [Code of Conduct](#) and any other NZTA rules, guidance, and directions that apply to your appointment and relevant activities; and
- ii. implement any process changes necessary to maintain your compliance with NZTA requirements, even if an NZTA direction or requirements conflicts with (or is not covered by) a SmartCheck Pro Service workflow.

2.2 Despite the provision of the SmartCheck Pro Service by Auxo, you are responsible for obtaining and maintaining all appointments, permissions, and system access required by NZTA, including any credentials needed to use the VIC platform and related online services. See NZTA's [appointments guidance](#).

2.3 You shall ensure that:

- a) only appointed VIs perform inspection activities for you via the SmartCheck Pro Service;
- b) each VI performing inspection activities for you has unique access credentials; and
- c) you promptly revokes access when a VI no longer holds valid access credentials.

2.4 We may (in our discretion) update the SmartCheck Pro Service workflows, electronic check sheets and/or controls to keep in step with changes to NZTA materials (including the VIRM and related guidance). However, we

are not obliged to undertake any such updates and do not provide any warranties in this regard.

2.5 If we do implement any updates to the SmartCheck Pro Service, you must implement such updates and continued use of the SmartCheck Pro Service by you following any such update will constitute your acceptance of the update.

3 Inspection decisions and professional judgment

3.1 The SmartCheck Pro Service provides access to a platform that may provide prompts, warnings, or lockouts designed to support data quality. However, these features do not replace (and must not be relied on by you as a substitute for) a VI's professional judgment or the determinations required by the VIRM and your Notice of Appointment.

3.2 Auxo does not warrant, and you are solely responsible for, the correctness of inspection outcomes and for ensuring that all required checks and verifications have been completed in accordance with NZTA requirements.

3.3 For this reason, despite any other term in these Terms, we shall not be liable to you (or any of your end customers) for any inaccuracy in an inspection outcome or any failure of a check or verification to comply with the relevant NZTA requirements.

4 Records, retention, and audit

4.1 The SmartCheck Pro Services provides access to electronic records and audit trails to support your quality management processes. However, you remain solely responsible for meeting any NZTA records retention, complaints handling and audit requirements (which are described in the VIRM introduction and your Notice of Appointment).

4.2 You must ensure that records generated or stored using the SmartCheck Pro Service are made available to NZTA for NZTA audits, in the form and within the timeframes required by NZTA.

4.3 Where NZTA requires paper records in specific circumstances, you must comply with those requirements, including the baseline WoF check sheet specifications and any subsequent guidance NZTA may issue for electronic check sheets.

5 Outages and contingency

5.1 If the VIC platform, local systems or the SmartCheck Pro Service are unavailable, you must follow NZTA directions for continuity, including any temporary use of paper check sheets and any post-event reconciliation.

5.2 The SmartCheck Pro service may provide guidance to assist customers during outages. However, the guidance is informational only and does not authorise deviations from NZTA processes.

6 Information and analytics

6.1 Product analytics and onboarding tools may operate within the SmartCheck Pro Service to improve performance and user experience. These tools do not access, modify, or interact

with the VIC platform.

6.2 Any Data supplied to Auxo by you via the SmartCheck Service shall be dealt with in accordance with the Terms. However, nothing in the Terms limits your obligations to supply information directly to NZTA.

7 Suspension and termination

7.1 Without limiting any of our or your rights of suspension or termination in the Terms, we reserve the right to terminate (on 30 days' notice) your access to the SmartCheck Pro Service if the service is not used for an extended period. An extended period will generally be considered to be around 90 days, but we may apply different timeframes at our discretion.

7.2 Following termination or cancellation of the SmartCheck Pro Service for any reason, we will retain inspection data in accordance with NZTA audit and record-keeping obligations.