

## **Company Formation - Terms & Conditions**

Thank you for visiting the Website, downloading the App and reviewing our Terms and Conditions. Please read the following in detail as they affect your usage of the Website, the App, and your rights.

This Agreement sets forth the standards of use of the Website and the App. By using the Website or the App and selecting the tick box you agree to these Terms and Conditions. We reserve the right, at any time, to modify, alter, or update the Terms and Conditions of this Agreement. Modifications shall become effective immediately upon being posted on the Website or uploaded on the App. Your continued use of the Service after amendments are posted constitutes an acknowledgment and acceptance of the Agreement and its modifications. The Services provided through the Website and the App are aimed at users aged 18 years and over.

Please take the time to read the following Terms and Conditions carefully.

### **1. General**

1.1. The following definitions apply:

- “Address Company”** means the provider (as appointed by Quid) of the Registered Office Service (if available), at any address, as provided through the Website or the App;
- “Agreement”** means the present agreement between a Customer and Quid, which include these Terms and Conditions;
- “App”** means the Company’s platform <https://app.quidglobal.com>, operated by the Company to provide the Services and information in relation to the Services, and;  
means the official Quid’s official app as downloaded through the official distribution channels by a Customer for the purpose of this Agreement;
- “Authorised Agents”** are Quid’s affiliated companies offering services on the Website or the App outside of the Services to the Company;
- “Business Days”** means the days of Monday to Friday but does not include public holidays in New Zealand;
- “Company”** means the company incorporated following the provision of Company Formation Services by Quid to the Customer in accordance with these Terms and Conditions;

- “Company Formation Service”** means the company incorporation services and/or related materials provided in conjunction with Companies Office under the provision of these Terms and Conditions;
- “Customer”** means an individual or legal entity and/or any individual authorised to act on their behalf that requests any of the Services.
- “IRD”** means New Zealand Inland Revenue Department;
- “NZD”** means New Zealand Dollar;
- “Package”** means the packages containing multiple Services as available from time to time on the Website and/or the App;
- “Quid”** means QUID NZ LIMITED, Company number 6191487, NZBN 9429045870071, Level 1, Findex House, 57 Willis Street, Wellington, 6011, New Zealand;
- “Registered Office”** means the registered office address as provided by the Address Company;
- “Registered Office Service”** means the provision of a registered office address service to the Customer in accordance with this Agreement
- “Renewable Services”** means any or all Services that require monthly and/or annual renewals;
- “Service”** means any service to be provided by Quid to the Customer upon request, including each and any combination of the: Company Formation Service, Registered Office Service (if available), but does not include any service provided by Authorised Agents offered on the Website or the App;
- “Terms and Conditions”** means these terms and conditions covering any Service that you may purchase through the Website or the App, as amended from time to time by us;
- “Website”** refers to the website at <https://quidglobal.com/>;
- 1.2. In this Agreement, “we”, “our” and “us” shall be deemed to refer to Quid.
- 1.3. In this Agreement, “you” and “your” shall be deemed to refer the Customerr.

- 1.4. Please read these Terms and Conditions before authorising any payment for Services offered by us. By consenting to our Terms and Conditions means you have agreed to be legally bound by them each time you use our Services. We reserve the right to modify and amend the Website, the App and the Terms and Conditions when necessary. We shall not be required to notify you in advance when such amendment or change will have a neutral or positive effect on you, or if it is required by a legal or regulatory body or is necessary for security reasons, to prevent fraud, or for technical reasons.
- 1.5. We do not make a full investigation of our Customers' circumstances. Accordingly, we will not be liable for any loss or damage, financial or otherwise, which could have been avoided if you took qualified legal or other advice and which was not foreseeable to both parties when you made your order or were not caused by any breach by us. Should you require any professional advice, we recommend you consult a qualified professional/firm before you purchase any Services from the Website or the App.
- 1.6. We aim to the protection of the availability of our Services to our Customers. Any activity we deem to be detrimental to the provision of our Services will at our discretion be modified, amended and/or terminated without notice.

## **2. Price**

- 2.1. The price of any Service or Package you purchase from the Website or the App is clearly mentioned on the dedicated areas of the Website and the App.
- 2.2. The total price that you shall pay, including GTS (if applicable), for any Service or Package will be displayed on the order confirmation page prior to your confirmation and payment of your order for any Service or Package. Payment for any Service or Package, or any renewal of a Service or Package shall be paid in advance at the time of the purchase or renewal.
- 2.3. We reserve the right to periodically to update the prices of any Service or Package on the Website and the App and to add to, amend, or withdraw any Service or Package that we offer, without prior notice.
- 2.4. We reserve the right to charge additional fees, determined at our sole discretion, for any activities requested by you or that are ancillary and necessary for the proper performance of the Service.
- 2.5. We shall not be liable to you if we withdraw or amend any Service or Package we sell, refuse or fail to process an order for.
- 2.6. In the event of late payment, we reserve the right to charge a rate equal to the higher between the Official Cash Rate (OCR) applied by the Reserve Bank of New Zealand and the rate of 2.5% above the NZD base rate from time to time applied by our main New Zealand banks from the due date until the actual date of payment.

## **3. Order placement**

- 3.1. When you order a Service or Package from us, you agree to purchase the requested Package or Service in accordance with these Terms and Conditions. Your order request is subject to our acceptance and we reserve the right to decline or refuse any such request at our unquestionable discretion. It is your responsibility to ensure that the Service or Package you order is suitable for your needs.
- 3.2. You must read and understand all information about the applicable Service or Package before placing your order. If you have any questions, you should seek professional advice from third party advisors before ordering from the Website and/or the App. Placing an order is your sole responsibility. We do not provide legal, accounting or tax advice and if you have any questions, contact us before placing your order.

#### **4. Creating an account with us**

- 4.1. The Website and App provide an account facility which allows you to gain additional privileges and also to purchase our Services and Packages. If you choose to register an account with us, you are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account. You should never disclose your account information to anyone else. You agree to immediately notify us of any security breach of your account.
- 4.2. We are not responsible for any losses you incur out of any unauthorized use of your account. You agree to indemnify us for any loss or damage you may incur resulting from your account breach.
- 4.3. The last accepted version of these Terms and Conditions supersedes and replaces any and all previous agreements. The Customer hereby acknowledges and agrees that usage of the Service constitutes automatic acceptance of this Agreement and these Terms and Conditions.

#### **5. Renewal**

- 5.1. Some of our Services purchased from the Website or App may require recurring payments for the renewal of the Service for an additional term equal to the original term of the Service purchased. In order to renew the Service for an additional term, the Customer must provide the payment required to do so.
- 5.2. Whether the requested payment is not received by Quid within 28 days from the expiring date of the Service, the Service shall be deemed as terminated with effect from the expiring date.
- 5.3. We may send you a notice in advance of the expiry date to verify your intention to renew the Service and you will process payment accordingly. You will also have the right to terminate the Service, according with clause 16 (termination).

#### **6. Company Formation Service**

- 6.1. The Company Formation Service is considered fulfilled when Companies Office issues an official response following a company incorporation's submission.
- 6.2. For avoidance of doubt an incorporation request is not considered a 'completed request' until all pending actions and requirements have been fulfilled, and where necessary approved by us at our unquestionable discretion, and the Company's details have been successfully transmitted to Companies Office.
- 6.3. The Company Formation Service does not guarantee that your request will be successfully completed and published at Companies Office, but rather guarantees an official response to your request of incorporation from Companies Office approving, rejecting, or otherwise referring to your request.
- 6.4. You acknowledge that Companies must provide certain information to Companies Office as part of the incorporation process, in the annual return process and/or whenever you or the Company are required to take actions to comply with the applicable laws and regulations. Failing to comply may result in a breach. When there is a breach of law, Companies Office (or other relevant authorities) can take actions such as: give a formal warning, issue an infringement notice, suspend, or cancel the registration of a company or an individual, prohibit or disqualify a director from managing companies. If a breach is serious, a company or an individual can be prosecuted. Some breaches of the law carry heavy penalties. Please visit the dedicated areas of [Companies Office's website](#) for more information.

## **7. Registered Office Service**

- 7.1. If you purchase the Registered Office Service, we will provide you with a Registered Office address for the Company. We will only notify such details at Companies Office if you purchase the Company Formation Service along with the Registered Office Service. If you purchase the Registered Office Service for a company that is already in existence, then you are responsible for updating your records at the Companies Office.
- 7.2. Through the Registered Office Service, you will receive your official statutory and non-statutory post. Official post is defined as letters from IRD, Companies Office and the Courts of New Zealand. By purchasing the Registered Office Service, you are authorizing us to receive, sort and forward both official statutory and non-statutory post on yours and your Company behalf. We will accept mail for you or your Company or any other company subscribed to the Registered Office Service.
- 7.3. You are responsible at all times for the items sent to the Registered Office and address to you or your Company. You should use the Registered Office address as provided by us properly and in its entirety. A mail search fee may apply if the address is incomplete, or the mail item could be returned to sender.
- 7.4. You acknowledge and agree that the Address Company can open your mail when scanning your mail; when sending a parcel, or when we cannot identify who it is for. Occasionally a mistake could be made, you accept this might happen from time to

time. According with the applicable New Zealand laws, the Address Company can also enable us to open your mail. If a suspicious package is received, the Address Company might be required by law to investigate the contents and potentially report to the authorities. Or alternatively a law enforcement agency (like the police) may ask to open letters on their behalf as part of an investigation.

- 7.5. You agree to take care when placing orders with us to have your mail forwarded or destroyed. Destroyed mail cannot be recovered. Parcels may incur an additional charge for disposal.
- 7.6. You shall be responsible to pay any customs fees, tariffs or taxes for imports and exports of your mail.
- 7.7. You undertake to keep your account in positive balance (as the Address Company is operating on a prepaid basis). Unless there is money in your account, or a valid credit card active on your account, services will be withheld. Moreover, your account will be suspended after 28 days if it is in a negative balance for non-payment. You will still be able to receive mail however you will not be able to place any orders with the Address Company until the account is returned to a positive balance. In any event, you shall reimburse Quid immediately for all sums of money expended by the Address Company pursuant to the Agreement itself or in connection with the sending to you any letter(s), message(s) and in connection with any other services used.
- 7.8. You acknowledge that your account will be closed if it has been suspended for 28 days. If the account is suspended for other reasons (such as not returning evidence of identity) the account closure may happen sooner. Any letters held will be returned to sender except scanned mail which will be destroyed. Any parcels will be held for 90 days before being disposed of.
- 7.9. You should contact Quidon our customer service at [helpnz@quidglobal.com](mailto:helpnz@quidglobal.com) if you have any issues or concerns about the Service and give Quid 25 working days to remedy the issue before taking further action.
- 7.10. The Address Company will take care of your items while they are in their possession. Please note that all items are “at owner's risk” which means you will not be compensated if the item is delayed, lost, or damaged. We will assist you to find any mail that might go missing. We strongly recommend using a courier or “parcel collection” service if the item is important.
- 7.11. If you close your account and/or the Agreement is terminated for whatsoever reason:
  - 7.11.1. All mail that we hold will be destroyed and any future mail that arrives will be returned to sender.

- 7.11.2. Unused prepaid credit will be returned to you (less an admin fee equal to NZD 5). Refunds can only be refunded to the original source of credit.
- 7.12. You acknowledge and agree that the Address Company can suspend and/or close your account when used for misleading, improper, or illegal use.
- 7.13. The Address Company only allows limited companies and overseas company types to operate via the Registered Office Service. Other entity types are excluded (for example limited partnerships).
- 7.14. The Address Company accepts no responsibility or liability for any loss you may incur due to non-delivery of post (both incoming and outgoing). In any event, Quid and the Address Company's liability shall be limited to the total amount of fees paid by the Customer for the Service. This limits Quid and the Address Company's liability under the Consumer Guarantees Act 1993, and the Fair-Trading Act 1986 to the extent possible under law.
- 7.15. If you or your Company fail to comply with the requirements set out in the Companies Act 1993, the Agreement may be suspended or cancelled without notice.
- 7.16. The Service provided by the Address Company to you shall consist of receiving from the postal service letters addressed to the Company and arranging for posting or emailing the same to you.
- 7.17. You undertake not to carry on any business which could be construed, conceived or interpreted by the Address Company or any other party as illegal, defamatory, immoral or obscene and agree with the Address Company not to use any premises of the Address Company, whether directly or indirectly, for any such purpose or purposes as aforesaid.
- 7.18. You agree not to send or deliver or cause to be sent or to be delivered to the Address Company's premises any noxious, harmful, illegal, immoral deteriorating, dangerous or bulky material object or thing and in the event of the same being so sent or delivered. For more information please visit: <https://www.nzpost.co.nz/personal/sending-within-nz/prohibited-restricted-items>.
- 7.19. In respect of the provision of the Registered Office Service, the Address Company will:
- 7.19.1. operate a physically and digitally secure service that places the safety of your mail and personal information at the centre of everything we do;
  - 7.19.2. apply the principles of the NZ Privacy Act 2020 when processing personal data for the purpose of the Registered Office Service;
  - 7.19.3. provide high quality service at all times and for mail to be accurately recorded. Whilst the Address Company will take the utmost care with mail,

- we accept no liability for damaged or lost mail even if Quid loses or damages the mail. All mail will have a sender recorded, mail type (letter, parcel, etc), and weight (within 5g). If dimensions are recorded these measurements will be to the closest centimetre (always rounded up);
- 7.19.4. do our what reasonable possible to identify who incoming mail is for. If the Address Company cannot identify who it is for the item will be returned to the sender. If there is no return address it will be held in the Address Company's office for 90 days until it is claimed (or it will be disposed of).
- 7.20. The Address Company will take steps to honour their commitments under the Anti-Money Laundering and Countering Financing of Terrorism Act while protecting the privacy of their customers. This includes conducting Risk Profiling of our customers; reporting suspicious transactions to the Financial Intelligence Unit of the NZ Police; reporting any wrong-doing to the appropriate authority.
- 7.21. The Address Company and Quid shall not be responsible for the content of any information received/opened/stored. The only association of the Address Company with properties received is as an independent service provider. Therefore, the Address Company shall have no obligation to offer, or to continue to offer, the Registered Office Service to anyone.
- 7.22. The Registered Office Service is provided by the Address Company in good faith. If you or your Company fail to comply with the requirements set out in the Companies Act 1993, the Agreement may be suspended or cancelled without notice.
- 7.23. All company documents required for the Registered Office service will be stored digitally (as allowed by the Companies Act 1993). The originals will be securely destroyed. If you wish to receive the original copies, you must provide the Address Company with a pre-paid envelope.
- 7.24. All directors and shareholders of any company, aiming to benefit of the Registered Office Service, are required to provide identity and address information, according with clause 10, at the moment of the purchase of the Registered Office Service.
- 7.25. You acknowledge and agree that the Address Company does not provide services for organisations that operate in the following categories: adult entertainment (pornography, escort services, sex toys etc), gambling, financial service providers, religious cults, multi-level marketing companies, any business that could reflect badly on others who use the same Registered Office address.
- 7.26. If court documents or statutory demands are served to you at the Registered Office, an NZD 500 fee will be applied to your account. We will attempt to contact you using contact information we have on file. If we are able to contact you within 48 hours, we will refund NZD 400 of this fee.



- 7.27. You will fully indemnify Quid and the Address Company against any expenses, costs, claims, damages or penalties incurred by the Address Company in connection with this Agreement howsoever occasioned including through defamation, suing or being sued as a result of the breach whatsoever and howsoever committed by you or any third parties.
- 7.28. It is declared that the Address Company may have a general lien on all belongings of you that may be on the Address Company's premises and/or for all moneys owing by you to the Address Company on any account whatsoever.
- 7.29. In the event of a breach by you of any of the above conditions the Address Company and/or us may terminate this Agreement forthwith without any explanation whatsoever as to reasons by sending written notice of such termination to you of which a prepaid letter addressed to you at your last known address shall be deemed sufficient notice.
- 7.30. You agree that during the validity of the Agreement and for a further period of six (6) months thereafter, you shall not employ any person who has been in the employment of the Address Company or Quid.
- 7.31. Non-payment for renewal of the Registered Office Service means you will irrevocably be deemed to have authorised us (and to have irrevocably consented to our so doing) to change with immediate effect the registered office address of the Company to your residential address or to such other address previously notified to us by you for this purpose. This new address information will be registered with Companies Office (and displayed on public record accordingly).
- 7.32. We also reserve the right in our sole discretion to terminate the Registered Office Service (without a refund if we cancel) in the event of abuse of the service (for example, but not limited to, using our address as a return address for faulty goods or returns). We will remove our address from Companies Office and change it to your residential address or any other address you have previously provided us for this purpose.
- 7.33. For avoidance of doubt, if for whatsoever reason the Registered Office Address of the Company and/or any Director Service Address cannot be changed to your residential address or to such other address previously notified to us, this will not affect the termination of the Registered Office Service, even if no new address will be displayed on Companies Office's public records. No further communication will be accepted and received by the Address Company on behalf of the Company and will also be returned to sender.
- 7.34. You agree to pay the amount requested for the Service as indicated on the Website and/or the App, according to these Terms and Conditions.
- 7.35. By purchasing any of our Registered Office Services, you consent to providing a copy of proof of ID and proof of address and/or the relevant corporate documents of the Company to ensure we fulfil our obligations regarding the current Anti-Money Laundering (AML) regulations, Know Your Customer (KYC) and Know Your Business (KYB) requirements. Failure to comply with the ID requirements at the moment of

the purchase, will result in a cancellation of the Service purchased and no refund will be provided.

- 7.36. No refunds are applicable if you change your Registered Office address during course of the year.

## **8. Refund**

- 8.1. Once a company formation application has been submitted to Companies Office no refunds can be given for the Company Formation Services or in respect to any parts of the Package including the Services, including the Registered Office Service.
- 8.2. Partial refunds for any additional services purchased through the Website or App may be offered subject to the following:
- 8.2.1. The request for refunds is made within 14 days of the purchase date;
  - 8.2.2. Additional Services were purchased separately to or alongside any Package but within a Package or as a special offer alongside a Package;
  - 8.2.3. We or any third parties sub-contracted by us have not commenced work on the provision of such products or services;
  - 8.2.4. An administration charge, or the cost of the Service, will be assessed and deducted to cover merchant charges and other incidental expenses including processing the refund.

## **9. Your Obligations**

- 9.1. We require payment in advance of providing any Services and the cost of Services ordered will be confirmed at the time of payment.
- 9.2. You authorise us, and you hereby appoint us as your agent, to submit through the Website and/or the App on your behalf the company formation application and to make payment of the registration fees to Companies Office that you are obliged to pay to Companies Office in respect of the incorporation of your new Company(ies), with any such payments treated by us as disbursements made on your behalf, and accordingly shown separately on your invoice.
- 9.3. We only provide Services on the basis that you have given us full and proper instructions and have the authority to lawfully carry out those instructions.
- 9.4. When you are acting on behalf of a person or company other than yourself, you have collected full and proper consent and authority to lawfully carry act on the behalf of and represent that third party. A copy of the documentation, proving the aforesaid consent and authority to lawfully act on behalf of such third party, might be required.
- 9.5. You undertake full responsibility to complete all documentation required by law including, but not restricted to, the IRD and Companies Office.
- 9.6. You undertake to ensure the accuracy and completeness of the information you provide us and accept all liability for the rejection of any documents or services due

to inaccuracies or incompleteness on your behalf. We accept no liability for the inaccuracies of any submission you provide.

- 9.7. You accept that it is your responsibility to ensure that any company name you choose is available for registration and can be lawfully used by you. We accept no liability for your choice of name.
- 9.8. You must ensure that any material given to us for the provision of the Service is free from defamatory matter and does not infringe on any rights.
- 9.9. You have sole responsibility in all respects for all use of, and for protecting the confidentiality of any username and password that may be given to you or selected by you for use on the Website and/or App.

## **10. Customer Due Diligence**

- 10.1. Customers who purchase any or all of our Registered Office Service and/or Company Formation Services must provide valid proof of address and valid ID in accordance with Money Laundering Regulations and other applicable regulations.
- 10.2. Provision of the Registered Office Service is subject to receipt and approval of this information. Failure to provide satisfactory proof of address and valid ID will result in termination of the Registered Office Service and we will apply to remove our address as your registered office address through Companies Office. We reserve the right to levy an admin fee for our time in chasing proof of identity documents and terminating the service.
- 10.3. Customers who purchase any or all of our Registered Office Service and/or Company Formation Service must provide KYC and KYB information and documents in accordance with Money Laundering Regulations and other applicable regulations.
- 10.4. Customers must provide KYC and KYB information and documents throughout the on-boarding process and the application for the Registered Office Service and/or Company Formation. Quid shall be entitled to request the Customer to provide additional information and documents for the purpose of the provision of the Services.
- 10.5. Provision of any or all of our Services is subject to receipt and approval of the aforementioned information and documents. Failure to provide satisfactory KYC and KYB information and documents will result in termination of the Service. As result, we will apply to remove the Registered Office as your registered office address through Companies Office.
- 10.6. We reserve the right to levy an admin fee for our time in chasing proof of identity documents and terminating the Service.

- 10.7. The Customer represents and warrants to Quid that as at the time of entering into this Agreement and on an ongoing basis all of the Customer's Information provided, as requested by Quid from time to time, is true, accurate and complete.

## **11. Our Obligations**

- 11.1. We will exercise reasonable care in compiling the Website and the App, use reasonable efforts to make the Website and App available to you at all times and take the steps to endeavour to secure any personal data or credit card information you give us.
- 11.2. We will ensure that our prices displayed on the Website and/or the App are accurate. We reserve the right to alter the prices on the Website or the App at any time.
- 11.3. While we will use reasonable endeavours to meet the time estimates given on the Website and the App these do remain estimates and are not guaranteed.
- 11.4. We are not obliged to accept any request from you or your representatives, or to continue to perform any Service. We reserve the right to reject any request or to discontinue the performance of any Service without liability.
- 11.5. In relation to the performance of the Services, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, if not foreseeable to both parties.
- 11.6. In relation to the Company Formation Service, we accept no liability for any fraudulent or unauthorised use for any company held under our name and address.
- 11.7. We do not accept responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.
- 11.8. We may directly or through an intermediary ask another contractor to carry out some or all of any work which you instruct us to carry out for you. Steps will be taken to select the suitability of our agents, although we have no control over their activities and therefore accept no responsibility for the services provided to you by that agent.
- 11.9. Certain links, including hypertext links, on the Website or the App may take you outside our site onto sites operated by another entity. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. We take no responsibility for and give no warranties, guarantees or representations in respect of these linked sites. We are not responsible for the content of any website outside the Website or the App.
- 11.10. We reserve the right at any time and without notice to alter any aspect of the Websites or the App including the Services offered by us.

- 11.11. We reserve the right at our sole discretion to deny Customers access to the Website or any part of the Website or the App without notice and to decline to provide the service to any Customer that is in breach of the Terms and Conditions.
- 11.12. We will try to make the Website and the App available but cannot guarantee that the Website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability at any time.
- 11.13. You must not attempt to interfere with the proper working of the Website or the App and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.
- 11.14. We shall not be liable to you for any breach of the Terms and Conditions or any failure to provide or delay in providing our Services through the Website or the App resulting from any event or circumstance beyond our reasonable control including, without limitation, breakdown of systems or network access, fire, explosion or accident.
- 11.15. We cannot and do not guarantee or warrant that any material available for downloading from the Website or the App will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy and the security of data input and output. You are responsible for ensuring your computer system meets all relevant technical specifications necessary to use the Website and is compatible with the Website and the App.
- 11.16. While we do our best to ensure that all materials and information published on the Website and the App are accurate, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on the Website and the App. The information contained in the Website and the App may contain technical inaccuracies or typographical errors and is intended to be a general indication of our services only. Any implied terms including those as to quality, fitness for purpose, compliance with description or sample are excluded unless you deal as a consumer. If you do deal as a consumer these terms do not affect your statutory rights.
- 11.17. All Quid's intellectual property rights (including copyrights, patents, trademarks) where registered or not shall remain our property. This also includes the design, text, graphics and other material on the Website and the selection or arrangement thereof are the copyright of us or other third parties. Permission is granted to electronically copy and print in hard copy portions of the Website and the App solely in connection with the acquisition of Services through the Website and the App. Any other use of materials on the Website and the App (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without our prior written permission is strictly prohibited.

- 11.18. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all legal and regulatory requirements and does not contain any material which is objectionable, including, without limit, information which is defamatory, obscene, threatening or untrue. We do not take any responsibility for any such material or any error in inaccuracy in advertising material.
- 11.19. We reserve the right to make changes to these Terms and Conditions from time to time.

## **12. Exclusion of liability**

- 12.1. The Website and the App are provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 12.2. Any and all liability to you that may arise from your access to and use of the Website and the App, whether due to negligence, breach of duty or otherwise, is excluded to the maximum extent permitted by law.
- 12.3. No warranty is given that the functionality of the Website and the App will be uninterrupted or error free, that defects will be corrected or that the Web Site and the App or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
- 12.4. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Website and/or the App.
- 12.5. Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of ourselves for death or personal injury as a result of our negligence or that of its employees or agents.
- 12.6. You agree to indemnify and hold Quid, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable legal fees and costs, made by you or any third-party due to or arising out of your use of the Website, the App, any Services, the violation of this Agreement, of any intellectual property or any other right of any person or entity.

## **13. Copyright and Trademarks**

- 13.1. The Website, the App and the content generated by Quid used to create and operate the Website and the App are the property of Quid or its licensors and is protected by the applicable copyright laws.

- 13.2. All rights to the Services, Website and the App and content are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Website and the App are property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation.
- 13.3. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: a) you may print or download to a local hard disk extracts for your personal and non-commercial use only; b) you may copy the content to individual third parties for their personal use, but only if you acknowledge the Website and the App as the source of the material; c) you may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

#### **14. Unauthorized Access**

- 14.1. You shall ensure that all passwords and other secure access data are kept confidential, used properly and not disclosed to unauthorised persons. You agree to notify us immediately if you become aware of any unauthorised use of the account or any of the Services connected with it. You shall notify us immediately if you have any reason to believe that such security information has been compromised in any way.
- 14.2. We do not guarantee that you will be protected from any/all fraudulent activity. If you are a victim of fraud you should file a report with your local law enforcement and notify us immediately.
- 14.3. We cannot be held responsible for any declined or fraudulent transactions, for whatever reason, nor for problems with submitting authorisations or settlements to acquirers where the delays are caused by problems with either acquirer or card scheme systems.
- 14.4. We cannot be held responsible for any declined or fraudulent transactions, for whatever reason, nor for problems with submitting authorisations or settlements to Acquirers where the delays are caused by problems with either Acquirer or card scheme systems.

#### **15. Force Majeure**

- 15.1. We shall not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and we shall be

entitled to a reasonable extension of our obligations to you (to the extent we owe any such obligations) should a force majeure event occur.

- 15.2. If a force majeure event to which this clause applies shall occur, we agree to notify you as soon as practicable. If the force majeure event continues for more than 14 days, either party shall have the right to cancel the Agreement and where Services have been paid for in advance but have not been rendered, you will be entitled to a refund from the date of cancellation for all such Services.

## 16. Commencement, Duration and Termination

- 16.1. This Agreement shall commence and be effective between the parties from the date you purchase a Service or Package (**Commencement Date**) and shall be automatically renewed for an additional term of one year, unless expressly terminated. The automatic renewal is subject to the provision of the payment in full of any and all applicable fees by the Customer.
- 16.2. Either party can terminate this Agreement at any time, giving the other party 1 month of prior notice. Clause 8.1 will apply.
- 16.3. Upon termination for whatsoever reason, you will be deemed irrevocably to have authorised us (and to have irrevocably consented to us so doing) to change with immediate effect the Registered Office Address of the Company and/or any Director Service Address to your residential address or to such other address previously notified to us by you for this purpose. This new address information will be registered with Companies Office (and displayed on public record accordingly).
- 16.4. For avoidance of doubt, if for whatsoever reason the Registered Office Address of the Company cannot be changed to your residential address or to such other address previously notified to us, this will not affect the termination of this Agreement, even if no new address will be displayed on Companies Office's public records. Clause 7.32 shall also apply. We reserve the right to notify Companies Office that the Registered Office address is no longer available for the Company.

## 17. Notices and Communications

Except as otherwise stated in these Terms and Conditions, all notices and communications sent by you under these Terms and Conditions must be given in writing and sent to: **helpnz@quidglobal.com**.

## 18. Complaints

- 18.1. If you think that you have reason to make a complaint, please write in the first instance to: **helpnz@quidglobal.com**.
- 18.2. Your complaint will be fully investigated, and a full resolution sought. Our complaints procedure is available upon request, but a copy will be provided automatically to you in the event of a complaint being received.



## 19. Waiver

No waiver by us (whether express or implied) in enforcing any of our rights shall prejudice our right to enforce such rights in the future.

## 20. Privacy Act 2020

- 20.1. All personal data that Quid may use will be collected, processed, and held in accordance with the provisions of NZ Privacy act 1993 and the Privacy Act 2020, as well as the EU Regulation 2016/679 General Data Protection Regulation (“**GDPR**”) and the client’s rights under the GDPR.
- 20.2. We take our obligations of confidentiality and the protection of your personal data very seriously. We will not, therefore, sell or make your data available to any third party without your prior consent, except for the following limited purposes: a) records of personal data obtained for the purposes of the prevention of money laundering and terrorist financing are processed and kept in accordance with the principles of the NZ Privacy Act 2020 and the GDPR. Personal data shall not be further processed in a way that is incompatible with those purposes. The AML/CFT Act 2009 also gives various governmental or regulatory authorities rights to request access to such information and other relevant records for inspection. By accepting these Terms and Conditions you give consent to the disclosure of this information to the relevant authorities. b) For purposed of the provision of the Services your personal data may be shared with our third-party providers. By accepting these Terms and Conditions you give consent to the disclosure of this information to the relevant third-party providers.
- 20.3. We use the collected data for various purposes: to provide and maintain our Service, to notify you about changes to our Service, to allow you to participate in interactive features of our Service when you choose to do so, to provide customer support, to gather analysis or valuable information so that we can improve our Service, to monitor the usage of our Service, to detect, prevent and address technical issues.
- 20.4. We will retain your personal data only for as long as is necessary for the purposes set out to provide your Services or other services that you have elected. We will retain and use your personal data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.
- 20.5. We will also retain usage data for internal analysis purposes. Usage data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our service, or we are legally obligated to retain this data for longer time periods.
- 20.6. We will rectify, block or erase personal data that has not been processed in accordance with the laws on data protection, and upon the subject’s request, unless we are prevented to do so by law.
- 20.7. We will take all steps necessary to ensure that your data is treated securely and in accordance with this data security and NZ Privacy Act 2020 and GDPR requirements

policy and no transfer of your personal data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

- 20.8. Please refer to our privacy and cookies policy available on the Website and/or the App for further information. Should you wish to request access to the personal data we hold about you, you are entitled to make a DSAR, by contacting [privacy@quidglobal.com](mailto:privacy@quidglobal.com).

## **21. Governing law and Jurisdiction**

- 21.1. By using the Website or our App and by purchasing any Services from them, you are governed in accordance with the laws of New Zealand.
- 21.2. The courts of Auckland, New Zealand, shall have exclusive jurisdiction over any dispute or difference whatsoever arising out of or in connection with your use of the Website or the App or the purchase of any products or services from it.