

ZENNEY TERMS OF SERVICE

Last Updated: 11 July 2026

These Terms of Service ("Terms") govern access to and use of the Services provided by Zenney Limited ("Zenney").

By accessing or using the Services, Customer agrees to be bound by these Terms.

1. DEFINITIONS

"Confidential Information" means any non-public information disclosed by or on behalf of a party, whether in oral, written, electronic or other form, that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure, including business, commercial, financial, technical and security information, software, source code, product plans, pricing, trade secrets, Customer Data and other proprietary information, but excluding information that:

- is or becomes publicly available without breach of these Terms;
- was lawfully known by the receiving party before disclosure;
- is lawfully received from a third party without restriction; or
- is independently developed without use of or reference to the disclosing party's Confidential Information.

"Customer" means the person or entity using the Services.

"Customer Data" means all data, information, records, files, content, prompts, instructions, queries, documents, and materials submitted to the Services by or on behalf of Customer.

"Output" means any report, analysis, recommendation, response, dashboard, visualisation, insight, prediction, summary, generated content, SQL query, workflow, or other result generated by the Services.

"Security Incident" means any confirmed unauthorised access to, or acquisition, disclosure, alteration, loss, or destruction of, Customer Data, or any action that materially compromises the confidentiality, integrity, or availability of Customer Data or the Services.

"Services" means all software, AI services, applications, APIs, dashboards, integrations, hosted services, self-hosted software, documentation, updates, support services, and related offerings provided by Zenney.

"Subscription Plan" means any online subscription purchase, accepted quote, proposal, pricing schedule, renewal, upgrade, downgrade, statement of work, plan confirmation, or other

document or ordering mechanism that specifies the Services, Subscription Term, fees, usage limits, or other commercial terms applicable to Customer.

"Subscription Term" means the period specified in the applicable Subscription Plan.

2. LICENCE GRANT

Subject to these Terms and payment of applicable fees, Zenney grants Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable licence to access and use the Services during the Subscription Term for Customer's internal business purposes.

The Services are licensed, not sold.

3. EVALUATION, TRIAL AND BETA SERVICES

Any evaluation, proof-of-concept, beta, pilot, demonstration, or trial access is provided solely for testing and evaluation.

Customer must not:

- use evaluation services in production;
- benchmark the Services;
- publish performance results;
- disclose evaluations publicly;
- develop competing products;
- reverse engineer the Services;
- share access outside authorised personnel.

Evaluation Services are provided strictly "as is".

Zenney may terminate Evaluation Services immediately without notice.

4. CUSTOMER RESPONSIBILITIES

Customer is responsible for:

- all activity under its accounts;
- account security;
- user management;
- compliance with laws;

- data quality;
- decisions made using Outputs.

Customer shall promptly notify Zenney of suspected security incidents.

5. ACCEPTABLE USE

Customer must not:

- violate applicable laws;
- upload malicious code;
- interfere with Services;
- circumvent security;
- attempt unauthorised access;
- scrape or extract data;
- conduct penetration testing without approval;
- reverse engineer the Services;
- create competing products using the Services.

6. CUSTOMER DATA

Customer retains ownership of Customer Data.

Customer grants Zenney a worldwide, non-exclusive licence to host, process, analyse, copy, store, transmit and otherwise process Customer Data solely as reasonably necessary for:

- providing Services;
- generating Outputs;
- maintaining security;
- performing support;
- improving functionality;
- complying with legal obligations.
- creating, retaining and using aggregated, anonymised and de-identified information derived from Customer Data to improve the Services, develop new features, improve AI, analytics and automation capabilities, conduct research and product development, and generate benchmarking or statistical insights, provided such information does not identify, and cannot reasonably be used to identify, Customer, any individual, or Customer's Confidential Information.

Customer is responsible for ensuring it has sufficient authority and permissions to provide Customer Data to Zenney.

7. ARTIFICIAL INTELLIGENCE SERVICES

Customer acknowledges:

- Outputs may contain inaccuracies;
- Outputs may contain omissions;
- Outputs may contain hallucinations;
- Outputs may be incomplete;
- Outputs may become outdated.

Customer must independently review and verify all Outputs.

Any claim relating to an Output is conditional on Customer having undertaken independent verification of that Output prior to relying on it for any material business, financial, operational, or compliance decision. Zenney shall have no liability for losses arising from Customer's reliance on an Output that was not so verified.

Outputs do not constitute legal, accounting, tax, financial, medical, employment, regulatory, or professional advice.

Customer assumes all risks arising from use of Outputs.

Zenney makes no representation regarding the accuracy or completeness of Outputs.

8. INTELLECTUAL PROPERTY

Zenney owns all right, title, and interest in:

- Services;
- software;
- source code;
- object code;
- models;
- embeddings;
- semantic layers;
- prompts;
- schema mappings;
- workflows;

- methodologies;
- interfaces;
- documentation;
- improvements;
- derivative works.

Customer hereby assigns to Zenney all right, title, and interest, including all intellectual property rights, in and to any Feedback provided by Customer. To the extent any such rights are not capable of assignment, Customer grants Zenney a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify, and exploit the Feedback for any purpose without restriction or compensation.

9. FEES AND PAYMENT

Customer shall pay all fees specified in the applicable Subscription Plan.

Fees are non-refundable unless expressly agreed.

Zenney may suspend Services for overdue amounts.

10. SERVICE CHANGES

Zenney may modify, update, replace, discontinue, or remove any feature, model, integration, workflow, or functionality at any time.

Where a change materially reduces the core functionality of the Services on which Customer materially relies, Zenney will provide reasonable prior notice where practicable, and Customer may terminate the affected Services without penalty if the change is unacceptable to Customer.

11. SERVICE SUSPENSION

Zenney may suspend Services immediately where reasonably necessary to:

- protect security;
- investigate misuse;
- comply with law;
- address non-payment;
- mitigate risk;

- protect infrastructure;
- protect other customers.

12. THIRD-PARTY SERVICES

The Services may integrate with third-party services.

Zenney is not responsible for:

- third-party availability;
- third-party performance;
- third-party security;
- third-party outages;
- third-party AI model failures.

13. SECURITY

Zenney will maintain commercially reasonable security safeguards.

Customer remains responsible for:

- user credentials;
- internal systems;
- devices;
- networks;
- connected third-party systems.

Zenney does not guarantee uninterrupted or completely secure operation.

14. SECURITY INCIDENTS

Zenney shall not be responsible for any Security Incident, breach, ransomware event, unauthorised access, loss, corruption, disclosure, or interruption arising from:

- Customer systems;
- Customer infrastructure;
- Customer devices;
- Customer personnel;

- Customer credentials;
- Customer contractors;
- Customer configurations;
- third-party systems controlled by Customer.

This exclusion does not apply to the extent directly caused by Zenney's wilful misconduct.

15. CONFIDENTIALITY

Each party shall protect Confidential Information using reasonable care.

Confidential Information may only be used for purposes relating to these Terms.

Confidentiality obligations survive termination until the Confidential Information lawfully enters the public domain, except for trade secrets, which remain confidential indefinitely.

16. PRIVACY

Zenney will process personal information in accordance with:

- Privacy Act 2020;
- applicable privacy laws;
- Zenney Privacy Policy.

17. WARRANTY DISCLAIMER

To the maximum extent permitted by law, the Services are provided "AS IS" and "AS AVAILABLE".

Zenney disclaims all warranties including:

- merchantability;
- fitness for purpose;
- accuracy;
- reliability;
- non-infringement;
- uninterrupted operation.

18. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

Zenney's total aggregate liability shall not exceed fees paid by Customer during the twelve (12) months immediately preceding the event giving rise to the claim.

Zenney shall not be liable for:

- loss of profits;
- loss of revenue;
- loss of opportunity;
- loss of goodwill;
- loss of anticipated savings;
- loss of data;
- indirect damages;
- consequential damages;
- special damages;
- exemplary damages;
- punitive damages.

The limitations and exclusions of liability in these Terms apply regardless of the legal theory upon which a claim is based, including contract, tort, negligence, statutory liability, equity, or otherwise.

19. CUSTOMER INDEMNITY

Customer indemnifies Zenney against claims arising from:

- Customer misuse;
- unlawful Customer Data;
- privacy breaches caused by Customer;
- Customer reliance on Outputs;
- breach of these Terms;
- infringement of third-party rights.

This indemnity shall not apply to the extent a claim arises from Customer's reliance on an Output where that Output's inaccuracy, omission, or error was directly caused by Zenney's gross negligence or wilful misconduct.

20. AUDIT RIGHTS

Zenney may, no more than once per twelve (12) months (or at any time if Zenney reasonably suspects a material breach), request information reasonably necessary to verify compliance with these Terms upon ten (10) business days' notice. Customer shall cooperate with reasonable compliance investigations.

21. INJUNCTIVE RELIEF

Customer acknowledges that unauthorised use, disclosure, reverse engineering, or misuse may cause irreparable harm.

Zenney may seek injunctive relief without posting security.

22. NON-SOLICITATION

Customer must not directly solicit, recruit, employ, or engage any Zenney employee or contractor during the Subscription Term and for twelve (12) months thereafter without Zenney's written consent.

23. CLAIMS LIMITATION

Any claim relating to the Services or these Terms must be commenced within twelve (12) months of the event giving rise to the claim.

Claims commenced after that period are permanently barred.

24. TERM AND TERMINATION

Zenney may terminate immediately for:

- material breach;

- non-payment;
- unlawful activity;
- security concerns;
- misuse of Services.

Customer may terminate for Zenney's uncured material breach following thirty (30) days' written notice, or where the Services are unavailable for more than 48 consecutive hours.

Upon termination all licences immediately cease.

25. CUSTOMER DATA EXPORT AND DELETION

Upon written request made within thirty (30) days following termination or expiry, Zenney will make Customer Data available for export in a commercially reasonable format. Following that period, Zenney may permanently delete or irreversibly anonymise Customer Data, unless otherwise required by law.

26. SURVIVAL

Clauses relating to confidentiality, intellectual property, fees, payment obligations, indemnities, limitation of liability, audit rights, claims limitation, dispute resolution, governing law, and any provisions which by their nature are intended to survive termination shall survive termination or expiry of these Terms.

27. EXPORT CONTROLS AND SANCTIONS

Customer must not access, use, export, re-export, transfer, or make available the Services in violation of applicable export control laws, sanctions laws, or trade restrictions.

28. SELF HOSTED SERVICES

Where Services are deployed in Customer-controlled environments, Customer is solely responsible for infrastructure, hosting, backups, patching, security configuration, access controls, disaster recovery, and system availability.

Zenney is not responsible for failures, outages, breaches, data loss, or performance issues arising from Customer-controlled environments.

29. CONTRACTING OUT

The parties acknowledge that they are sophisticated commercial entities, have had the opportunity to negotiate these Terms and seek independent legal advice, and that the allocation of risk in these Terms is reflected in the pricing of the Services.

Where Customer acquires Services for business purposes, the parties agree:

- Consumer Guarantees Act 1993 does not apply.
- Sections 9, 12A and 13 of the Fair Trading Act 1986 are contracted out of to the fullest extent permitted by law.

30. FORCE MAJEURE

Neither party is liable for delays caused by events beyond reasonable control.

31. ASSIGNMENT

Customer may not assign these Terms without Zenney's prior written consent.

Zenney may assign these Terms without Customer consent.

32. GOVERNING LAW

These Terms are governed by New Zealand law.

The parties submit exclusively to the courts of New Zealand.

33. ENTIRE AGREEMENT

These Terms, together with any applicable Subscription Plan, Schedule A – Zenney Security Schedule, Schedule B – Zenney Privacy Policy, and any other documents expressly incorporated by reference, constitute the entire agreement between the parties.

Customer purchase orders, procurement terms, supplier portal terms, vendor onboarding terms, click-through terms, standard customer terms, and similar documents shall have no legal effect and shall not modify these Terms unless expressly agreed in writing by an authorised representative of Zenney.