

# Inugo Terms of Service

Last updated on 15 April 2021

## Introduction

Welcome to Inugo! We're excited to have you on board but before you start using Inugo, we do need you to look through these terms as these are your legal rights and obligations. By using our services, you agree to these terms.

If there are any conflicts or contradictions between the terms in your signed proposal and these terms of service, your signed proposal will take precedence.

If you still have questions or comments after you've read these terms, please get in touch via our website. We'd love to help!

## Joining and using Inugo

- 1. You and Inugo:** When we say you or your, we mean both you and any entity or firm you're authorised to represent. When we say Inugo, we, our or us, we're talking about the Inugo entity you contract with and pay fees to as specified on your signed proposal. If it is not clear which entity you contract with, refer to the table at the end of these terms.
- 2. Our services:** Our services consist of all the services we provide now or in the future, including but not limited to our online and mobile parking and access control products.
- 3. Creating a subscription:** When you accept our proposal of services, you become a subscriber. If you're the subscriber, you're the one responsible for paying for your subscription.
- 4. People invited to use Inugo:** An invited user is a person other than the subscriber who has been invited to use our services through a subscription. If you're an invited user, you must also accept these terms to use our services.
- 5. User roles and access:** As a subscriber inviting others into a subscription, you should understand the permissions you're granting to invited users.
- 6. The right to use our services:** Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your user type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription is terminated or – if you're an invited user – until your access is revoked.
- 7. Subscriber role:** As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access it. For example:
  - You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time
  - You're responsible for resolving any disputes with any invited users over access to your subscription

- You're responsible for all your invited users' activity
- 8. **Rules:** Whatever your role, when you use Inugo you agree to follow the rules outlined here. Please read them and make sure you understand what you should and shouldn't do.
- 9. **Your responsibilities:** You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. The stronger the password the better!
- 10. **When we introduce new or revised services:** Since we're always thinking about how to make Inugo the best it can be, we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.
- 11. **What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our property rights, including intellectual property, in any way not expressly permitted by us.
- 12. **Physical hardware:** If the agreed services in the signed proposal requires physical hardware to be deployed, those physical hardware is owned by us and are provided to you on a licence-to-use basis. You agree to repair and maintain all physical hardware to our specifications, however if hardware needs to be replaced for reasons beyond your control please contact us to arrange a replacement.

## Pricing

- 13. **Inugo fees:** Your use of our services generally requires you to pay a fee as outlined in a proposal. The proposal consists of the subscription and associated fees we offered you, including invoicing, payment, auto-renewal and termination terms. The pricing may vary by region. We may update or amend our pricing from time to time. The terms of the proposal form part of these terms. As with any other changes to our terms, changes to the pricing won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know. Depending on your region, Inugo fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the proposal.
- 14. **Taxes for your use of our services:** You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility

includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

15. **Additional services:** Depending on where you're based and how you use our services, you may be able to take advantage of additional services that Inugo offers. These might incur an additional fee that we'll let you know about when you sign up for those services.
16. **Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on your signed proposal. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made, and late payment penalties may apply.

## Data use and privacy

17. **Use of data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your user profile; and send you information we think may be of interest to you based on your marketing preferences.
18. **Sharing of data:** When a user of the Inugo app accesses your services via the app, the relevant data of that user will be shared with you to: enable them to use your services; allow you to improve, develop and protect your services; create new services; communicate with them about their use of your services; and send them information they think may be of interest to them based on their marketing preferences. Inugo obtains the user's consent to share this data with you when they first signup, and the user must also accept any additional terms and conditions you require of them when they access your service via the app.
19. **Use of your own personal data:** We respect your privacy and take data protection seriously. In addition to these terms, our [privacy policy](#) sets out in detail how we process your personal data and the personal data of others (such as your invited users) that you enter into Inugo.
20. **Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.
21. **Data breach notifications:** Where we think there has been unauthorised access to personal data inside your user profile, we'll let you know and give you information about

what has happened. Depending on the nature of the unauthorised access, you may be required to assess whether the unauthorised access must be reported a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in your user profile.

## Confidential information

**22. Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

## Security

**23. Security safeguards:** We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. While we've taken steps to help protect your data, no method of electronic storage is completely secure and we cannot guarantee absolute security. We will notify you if there appears to be unauthorised access to your account and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

**24. Account security features:** We may introduce security features to make your account more secure. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

**25. Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of Inugo's systems or services to store personal data, (unless it's a field explicitly asking for personal data - like a first name or last name) credit card details, tax identifiers or bank account details.

## Apps and third-party products

**26. Other services:** Some of our services are available through other companies' services, such as Windcave. These companies may have additional terms that apply to you.

27. **Third-party products:** Along with the use of our services, you may use data, services and apps from other companies (third-party products), for example, those we make available in our app marketplace. Any third party providing a third-party product is a provider and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.
28. **Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by their providers. These include how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach on personal and non-personal data before you connect to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.
29. **Use of your data to connect you to third party products:** If you choose to connect your subscription to third-party products, we will use your data for that connection. Where we receive data as a result of that connection, we will use that data in line with our privacy policy and these terms.
30. **Payments to Inugo:** Just so you know, some third-party providers may pay Inugo a fee that may be related to: referrals from Inugo; revenue made by the provider; or data that the providers access about you through our services with your consent.

## Maintenance, downtime and data loss

31. **Availability:** We strive to maintain the availability of our services, and provide online support, 24 hours a day, 7 days a week. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll make reasonable efforts to notify you in advance.
32. **Access issues:** From time to time internet connectivity issues may result in you being unable to access our services and your data. This type of issue is beyond our control and Inugo will not be held responsible.
33. **Data loss:** Data loss is an inherent risk when using any technology. You are responsible for maintaining backup copies of your data entered into our services.
34. **Compensation:** For any occurrences of downtime, access issues, or data loss, regardless of the cause, there is no entitlement to compensation, within reason.
35. **Problems and support:** If you have a problem, you can contact our support team by emailing [support@inugo.com](mailto:support@inugo.com).
36. **Notifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour

to notify you where practical (for example, by email, on our blog, or within our services when you log in).

## Do's and don'ts

- 37. Feedback:** We love your feedback and may use it without restriction.
- 38. Help using our services:** We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.
- 39. No-charge or beta services:** Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.
- 40. While we can't cover everything here, we do want to highlight a few more examples of things you mustn't ever do:**
- Undermine the security or integrity of our computing systems or networks.
  - Use our services in any way that might impair functionality or interfere with other people's use.
  - Access any system without permission.
  - Introduce or upload anything to our services that includes viruses or other malicious code.
  - Share anything that may be offensive, violates any law, or infringes on the rights of others.
  - Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
  - Resell, lease or provide our services in any way not expressly permitted through our services.
  - Repackage, resell, or sublicense any leads or data accessed through our services.
  - Commit fraud or other illegal acts through our services.
  - Act in a manner that is abusive or disrespectful to an Inugo employee, partner, or other Inugo customer. We will not tolerate any abuse or bullying of our employees in any situation and that includes interaction with our support teams.

## Termination

- 41. Subscription period:** Your subscription continues for the period covered by the fee paid or payable, as defined in the signed proposal. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the fee in accordance with the pricing plan.

- 42. Termination by you:** During your renewal term you may choose to terminate your subscription at any time by providing three months' written notice in advance. You'll still need to pay all relevant fees up to and including the day of termination.
- 43. Termination by Inugo:** Inugo may terminate or suspend your user profile or access to all or any data immediately if:
- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
  - you breach any of these terms and the breach cannot be remedied,
  - you fail to pay subscription fees, or
  - you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.
- 44. No refunds:** No refund is due to you if you terminate your subscription or Inugo terminates it in accordance with these terms.
- 45. Retention of your data:** Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our internal data retention policy and in accordance with the privacy laws of your jurisdiction, during which, as a user, you can reactivate your user profile and once again access your data. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish.
- 46. Return of physical hardware:** Upon termination, you will deinstall and return to us any physical hardware owned by us within 90 days if requested, at your cost.

## Liability and indemnity

- 47. You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).
- 48. Disclaimer of warranties:** Our services and all third-party products are made available to you on an "as is" basis. Subject to the consumer law terms in section 52, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.
- 49. Limitation of liability:** Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:
- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings,

legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.

- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

## Disputes

**50. Dispute resolution:** Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team by emailing [support@inugo.com](mailto:support@inugo.com). If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

## Important housekeeping

- 51. Events outside our control:** We do our best to control the controllables. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control, such as but not limited to natural disasters.
- 52. Notices:** Any notice you send to Inugo must be sent to [accounts@inugo.com](mailto:accounts@inugo.com). Any notices we send to you will be sent to the email address you've provided us through your subscription.
- 53. Consumer laws:** In some places, there may be non-excludable warranties, guarantees or other rights provided by law (non-excludable consumer guarantees). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable consumer guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable consumer guarantee says otherwise).
- 54. Export limitations:** You must not use our services in violation of any export or trade embargo laws that apply to you.

- 55. Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.
- 56. Blocking your access, disabling your user profile, or refusing to process a payment:** As our apps are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your user profile, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your user profile, or a payment. Where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.
- 57. Relationship between the parties:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us.
- 58. Assignment:** Inugo may assign these terms - or any of our rights or obligations in these terms - to another Inugo entity as it deems appropriate. Inugo entities are the companies controlled by or under common control with Inugo Systems Limited (a New Zealand company with registration number 6101727).
- 59. Changes to these terms:** From time to time we will make changes to these terms of service. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we endeavour to provide you with reasonable notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you.
- 60. Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.
- 61. Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

**62. Inugo contracting entities; law and venue:** Our contracting entities are listed in the table below along with what law and venue apply in any dispute between you and us:

Inugo edition	Inugo entity	Address	Registration	Law	Venue
United States	Inugo Systems LLC	340 S Lemon Ave #7633 Walnut, CA 91789	Not applicable	Delaware, USA	Delaware, USA
New Zealand and the rest of the world	Inugo Systems Limited	Unit 1A, Level 1, 6 Viaduct Ave Auckland 1010	6101727	New Zealand	New Zealand