



Inugo Terms of Use

Last updated on 20 July 2022

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 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 you the user of the services provided by Inugo. When we say Inugo, we, our or us, we're talking about the Inugo entity(s) that provide you the services you use.
2. **Our services:** Our **services** consist of all the services we provide now or in the future, including our online and mobile parking and access control products, and our websites www.inugo.com and www.payformyparking.com.
3. **Creating a profile:** When you create a **user profile** to use our services and accept these terms, you become a **user**.
4. **The right to use our services:** 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) until the user profile is terminated or until your access is revoked.
5. **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.
6. **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!
7. **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.
8. **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 intellectual property rights in any way not expressly permitted by us.



Payments

9. **Invoices & Payment:** An invoice is automatically generated whenever you incur a billable activity, such as concluding your parking session or purchasing a parking permit. Payment of invoices are processed by Windcave, a PCI DSS compliant payment processor. No credit card details are stored within Inugo.
10. **Taxes:** Depending on your region, the fees for billable activities may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST).
11. **Responsibility with fees and taxes:** 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.
12. **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.
13. **Importance of timely payments:** 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 user profile until the payment is made.

Data use and privacy

14. **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 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.
15. **Sharing of data:** When you use Inugo to access the services of another service provider, you also grant us a licence to share your data with the provider to: enable you to use their services; allow them to improve, develop and protect their services; create new services; communicate with you about your use of their services; and send you information they think may be of interest to you based on your marketing preferences. Such services may include but are not limited to parking session management, gate access, and payments. At all times Inugo will only share with the service provider only data that is relevant to their service(s). These service providers may also have additional terms and conditions that apply to you.
16. **Protection of 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 own personal data that you enter into Inugo, like your name and email address.
17. **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.



18. **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

19. **Keeping it confidential:** While using our services, you may share confidential information with us. We take reasonable steps to protect your confidential information from being accessed by unauthorised individuals. We may share your confidential information with legal or regulatory authorities if required to do so, according to the privacy laws of your jurisdiction.

Security

20. **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.
21. **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.
22. **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

23. **Other services:** Some of our services are available through other companies' services, such as The Apple App Store. These companies may have additional terms that apply to you.
24. **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.

25. **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.
26. **Use of your data to connect you to third party products:** If you choose to connect your user profile to third-party products, we will use your personal 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.
27. **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

28. **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.
29. **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.
30. **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.
31. **No compensation:** For any occurrences of downtime, access issues, or data loss, regardless of the cause, there is no entitlement to compensation, within reason.
32. **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

33. **Feedback:** We love your feedback and may use it without restriction.
34. **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.



35. **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.
36. **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

37. **Termination by you:** You can terminate your user profile at any time. If you violate these terms, we may terminate your user profile immediately.
38. **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, or
 - you breach any of these terms and the breach cannot be remedied, or
 - you fail to pay fees outstanding.
39. **No refunds:** No refund is due to you if you terminate your user profile, so consider this prior to terminating your user profile. Similarly no refund is due to you if Inugo terminates it in accordance with these terms.
40. **Retention of your data:** Once a user profile 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. You can get in touch with us to have your data removed completely if you wish.

Liability and indemnity

41. **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).

42. **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:
- 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.

Problems and Support

43. **Support:** For any questions or issues, by contact our support team by emailing support@inugo.com or via the Contact Us section in the Inugo app.

Important housekeeping

44. **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.
45. **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).
46. **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 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.
47. **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).



48. **Changes to these terms:** From time to time we will make changes to these terms of use. You can keep track of changes to our terms by referring to 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, though some changes may be made immediately if it is urgent. 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.
49. **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.
50. **Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.
51. **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