

Terms of Service

Version 2026.1 · Effective 12 October 2026

About these terms

These terms are an agreement between you and **Unicloud Limited** (New Zealand company number 6762413, NZBN 9429046653666, "Unicloud", "we", "us"). They cover every product and service we provide, under our own name or a product name, and our websites.

Part	Applies to
Part A - General terms	Everyone who uses our websites, software or services.
Part B - Business customers	Organisations that use our software or services for their business, whether under a signed Schedule of Services or an online order. Our Data Processing Addendum forms part of every Part B agreement.
Part C - Domains, hosting and email	Anyone who buys domain names, web hosting, email or certificates from us.

Our **Privacy Policy** explains how we handle personal information. If you use our software through an organisation (for example your employer or flight school), that organisation's agreement with us is under Part B, and Part A applies to your own use.

Part A - General terms

A1. Definitions

Account	a login to any of our Services.
Consumer	a person who acquires the Services for personal, domestic or household use, as defined in the Consumer Guarantees Act 1993.
Content	data, text, files, images, audio, video and other material that you or your users put into the Services, and what the Services produce from it.
Services	our hosted software, apps, websites, support, professional services, and the third-party services we resell, as described when you order them.
Working Day	a day other than a Saturday, Sunday or public holiday in Auckland.

A2. Accounts

- A2.1** You must give accurate details when you create an Account, keep your login secret, and tell us straight away if you think someone else has used it. You are responsible for what happens under your Account, unless you took reasonable care of your login or it was caused by our failure to keep the Services secure.
- A2.2** Sign-in options such as passkeys, multi-factor codes or single sign-on may be offered. Where you use a third party to sign in, its terms also apply to that sign-in.
- A2.3** Our support staff may access your Account, or sign in as you, to fix a problem you or your organisation has reported, or to keep the Services secure. Every such session is logged under the staff member's own name, with the Account they acted as.

A3. Acceptable use

A3.1 You must not use the Services, or let anyone else use them, to:

- (a) break any law, or store or share material that is unlawful, defamatory, objectionable, or infringes someone else's rights;
- (b) harass, threaten or deceive anyone, or impersonate someone;
- (c) get access to an Account, system or data you are not authorised to use, or probe, scan or load-test the Services without our written agreement;
- (d) upload malicious code, or interfere with the Services or other users;
- (e) copy, reverse engineer, scrape or resell the Services, except as the law allows despite this clause or as we agree in writing;
- (f) send unsolicited commercial electronic messages in breach of the Unsolicited Electronic Messages Act 2007;
- (g) use AI features to create content that is unlawful or misleading, or to make decisions about people without a person checking the output.

A4. Your Content

A4.1 You keep ownership of your Content. You give us a licence to host, copy, process and display it only as needed to provide the Services to you, to keep them secure, and to back them up.

A4.2 You confirm that you have the right to put your Content into the Services, including documents, photos and other material created by someone else. You are responsible for complying with the Copyright Act 1994 for material you upload.

A4.3 If you choose to share Content publicly or with other users (for example a shared document or a comment), you give us and those users a licence to view and use it within the Services, and you agree it may be shown with your display name. You can remove it at any time; copies already saved by other users may remain.

A4.4 We may remove Content that we reasonably believe breaches clause A3 or the law. We will tell you why unless the law or a security risk prevents it. If you think someone's Content infringes your rights, email admin@unicloud.co.nz with the details.

A5. Our intellectual property

A5.1 We or our licensors own the Services, the software, our product names and logos, documentation, and anything we develop in providing the Services, unless an agreement under Part B says otherwise. We give you a non-exclusive, non-transferable right to use the Services in line with these terms while your Account is active.

A5.2 If you give us feedback or suggestions, we may use them without restriction or payment.

A5.3 The Services include open-source and third-party components licensed under their own terms. This does not reduce our obligations to you.

A6. AI features

A6.1 Some features use a large language model to summarise, draft, extract, label, mark, suggest or answer questions ("AI features"). Where an organisation provides your Account, its administrator decides whether they are switched on.

A6.2 We do not use your Content to train, fine-tune or improve any AI model, and we use only AI providers whose terms prevent them from training on what we send. The providers and what they keep are listed in our Privacy Policy and Data Processing Addendum.

- A6.3** An AI feature works only from Content in your own Account or your organisation's data. When you run a feature, it works only from records you can already see. A feature that runs by itself (for example summarising a document when it is uploaded) uses only that item and what it needs to process it.
- A6.4** We keep the result of an AI feature where it becomes part of your records (for example a summary, a label or a mark). We do not otherwise keep the text of your requests and answers, except where your organisation's administrator chooses to keep it (for up to 90 days), or a short excerpt of up to 120 characters where a security check flags a request (for 90 days).
- A6.5** AI output can be wrong or incomplete. Check it before you rely on it. It is not professional, medical, legal, engineering or aviation advice, and it does not replace the judgement of a qualified person.

A7. Information, safety and advice

- A7.1** The Services help you record, organise and plan. They do not replace your own obligations or professional judgement. In particular:
- (a) training, compliance and maintenance records in the Services support, but do not replace, the record-keeping and decisions required of you under the Civil Aviation Act 2023 and Civil Aviation Rules, the Health and Safety at Work Act 2015, or the Building Act 2004;
 - (b) reminders, due dates and alerts depend on the information entered. A missed reminder does not change who is responsible for the underlying obligation.

A8. Third-party services and links

- A8.1** The Services may link to, or let you connect, services run by others (for example maps, sign-in providers or your own systems). We do not control them and are not responsible for them. Their terms and privacy policies apply to your use of them.

A9. Changes to the Services

- A9.1** We improve the Services continually and may change them. We will not make a change that materially reduces what you have paid for during a period you have already paid for, or during a fixed term under Part B, unless the law, a security risk, or a third-party provider withdrawing a service requires it. If that happens we will tell you as early as we can, and you may cancel and receive a refund of fees paid for the period after cancellation.
- A9.2** We aim to keep the Services available at all times, but they may sometimes be unavailable for maintenance or because of events outside our control. Where we can, we schedule maintenance between 10pm and 5am New Zealand time and give notice.

A10. Liability

- A10.1 Consumers.** If you are a Consumer, you have guarantees under the Consumer Guarantees Act 1993 and rights under the Fair Trading Act 1986 that cannot be excluded. Nothing in these terms limits those rights. Subject to them, we are not liable for loss that was not reasonably foreseeable when you started using the Services, or for business losses.
- A10.2 Business customers.** Part B sets out the limits that apply to business agreements, and it overrides this clause.
- A10.3 Everyone else.** For free use of our websites and Services, and to the extent the law allows, our total liability to you is limited to NZ\$100, and we are not liable for indirect or consequential loss, or loss of profit, data or opportunity.
- A10.4** Nothing in these terms limits liability for fraud, or any liability that cannot be limited by law.

A11. Suspension and closing an Account

A11.1We may suspend an Account, or access to a Service, if we reasonably believe it is needed to deal with a security threat, unlawful use, a serious breach of clause A3, or a risk to other users. We will limit the suspension to what is needed, tell you as soon as we can, and restore access once the cause is dealt with.

A11.2Closing an Account under Part B follows the rules in that Part. For a free Account, you can close it at any time, and we may close it after 12 months of inactivity, with 30 days' notice by email.

A12. Changes to these terms

A12.1We publish each version of these terms with a version number and effective date, and keep earlier versions. We will send you any earlier version on request.

A12.2We will give at least 30 days' notice of a change by email or in the Services. A change that materially disadvantages you does not apply during a period or fixed term you have already paid for or signed up to, unless you agree to it or the law requires it. If you do not accept a change, you may cancel before it takes effect, and we will refund fees paid for the period after cancellation.

A12.3A change needed only to correct an error, reflect a new legal requirement or describe a new feature may apply sooner, if it does not disadvantage you.

A13. Complaints and disputes

A13.1If something goes wrong, contact us at admin@unicloud.co.nz. We will acknowledge your complaint within 2 Working Days and aim to resolve it within 10 Working Days.

A13.2If we cannot resolve a dispute by talking, either of us may refer it to mediation through a mediator we agree on or, failing agreement, one appointed by the Resolution Institute or AMINZ. A Consumer, or a business with a claim within its limits, can also take a claim to the Disputes Tribunal at any time.

A13.3Nothing in this clause stops either of us seeking urgent relief from a court, or us recovering an undisputed debt.

A14. General

A14.1**Notices.** We may give you notices by email to your Account address or in the Services. You can give us notices at admin@unicloud.co.nz. An email notice is received when it enters the recipient's information system, unless the sender gets a message saying it was not delivered; one received after 5pm or on a non-Working Day is received on the next Working Day.

A14.2**Events outside our control.** Neither of us is liable for a delay or failure caused by events beyond its reasonable control, such as natural disasters, pandemics, failure of public infrastructure, or a provider outage we did not cause, if it tells the other promptly and takes reasonable steps to limit the effect. This does not excuse payment.

A14.3**Assignment.** You may not transfer your rights under these terms without our written consent. We may transfer them to a buyer of the business that provides the Service, if we give you notice and the buyer agrees to be bound.

A14.4**Disclosure to authorities.** We disclose information to a court, regulator or law enforcement agency only where the law requires it or the Privacy Act 2020 permits it. Where lawful, we tell the affected customer first.

A14.5**Third parties.** Nothing in these terms confers a benefit on any third party for the purposes of subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

A14.6**Severance and waiver.** If any provision is unenforceable, it is read down to the extent needed and the rest continues. A waiver must be in writing.

A14.7Electronic contracting. These terms and any order may be accepted and signed electronically under Part 4 of the Contract and Commercial Law Act 2017.

A14.8Law. These terms are governed by New Zealand law, and the New Zealand courts have non-exclusive jurisdiction. If you are a Consumer in another country, you keep any protections of your local law that cannot be excluded.

Part B - Business customers

B1. The agreement

- B1.1** A Part B agreement ("Agreement") is formed when you sign a Schedule of Services or accept an online order for business use. It consists of the Schedule or order, the Data Processing Addendum, Part A and Part B of these terms, and Part C if you buy domains or hosting.
- B1.2** If documents conflict, this order applies: (a) the Schedule of Services, but only where it says it overrides a named clause; (b) the Data Processing Addendum; (c) Part B; (d) Part A; (e) product documentation.
- B1.3** Each Schedule of Services records the version of these terms that applies to it, and a copy is attached. That version continues to govern the Schedule, except for changes that take effect under clause B12.1.
- B1.4** Your purchase orders, supplier portal terms and standard terms do not form part of the Agreement, even if we sign or accept them to get paid, unless we both sign a document that says they do.
- B1.5** The person accepting the Agreement confirms they have authority to bind the customer.

B2. The Services

- B2.1** We will provide the Services with reasonable care and skill, in line with the Agreement, and so that they materially match their documentation.
- B2.2** You may let your staff, contractors and other people you authorise ("Authorised Users") use the Services for your business. You are responsible for who you give access to, the permissions you give them, and for testing that your access set-up gives each user the access you intend.
- B2.3 Updates.** Updates are included in the fees. Fixes and additions that do not change an existing workflow are applied automatically. A release that changes or removes an existing workflow is notified to your nominated contact at least 20 Working Days before it is applied. Where your Schedule of Services includes a test (UAT) instance, releases are applied to production in the way the Schedule says, except urgent security fixes.
- B2.4** Service levels, support hours, response times and any service credits are set out in the Schedule of Services.
- B2.5 Fair use.** Storage, email, text messages and AI use are included at the levels in your Schedule or plan. If your use is much higher than that level for two consecutive months, we will tell you and agree with you either to reduce it or to adjust the fees. We will not increase fees for higher use without your agreement, except to pass on, at cost, a third-party charge you asked us to incur (such as text messages).

B3. Licensing for your own customers

- B3.1** If your Schedule of Services allows you to provide the Services to your own customers, including under your brand, you may do so only on terms that protect our software and their data at least as well as these terms. You are responsible for your customers' use and are their supplier. We are not a party to your agreements with them.
- B3.2** You must not make any promise about the Services (availability, security, data location or support) that goes beyond the Agreement.

B4. Professional services and custom development

- B4.1** Configuration, data imports, development, training, reports and project work are charged at the rates in the Schedule of Services. Estimates are estimates, not fixed prices, unless the Schedule says otherwise. We will tell you before an estimate is likely to be exceeded by more than 10%.

- B4.2** Where we agree acceptance criteria for a deliverable, you have 10 Working Days after delivery to test it and tell us in writing of any failure to meet them. We will fix it and redeliver. Otherwise the deliverable is accepted.
- B4.3** Unless the Schedule of Services says otherwise, we own what we develop, including work done specifically for you, and it forms part of the Services you are licensed to use. We will not disclose your Customer Data or Confidential Information when we reuse the general functionality. If the Schedule says you own a deliverable, ownership passes on payment in full, and you give us a licence to reuse our pre-existing tools and general know-how embedded in it.

B5. Customer Data

- B5.1** "Customer Data" means Content put into the Services by you or your Authorised Users. You own it. We use it only to provide, secure and support the Services for you, or as the law requires.
- B5.2** We hold personal information in Customer Data as your agent under section 11 of the Privacy Act 2020, under the Data Processing Addendum. You are responsible for collecting it lawfully and for giving the people concerned the notices required by information privacy principles 3 and 3A.
- B5.3** We may collect technical information about how the Services run (performance, errors, security events and usage counts) to operate, secure and improve them. We do not use it to identify your people or compare you with other customers, and we do not sell it.
- B5.4** Each customer's data is held in its own database and file store, in the country listed for that Service in the Data Processing Addendum.

B6. Fees and payment

- B6.1** Fees are in New Zealand dollars, exclude GST, and are set out in the Schedule of Services or order. GST is added at the applicable rate and invoices are GST tax invoices.
- B6.2** Subscription fees are invoiced monthly in advance, and professional services monthly in arrears, unless the Schedule says otherwise. Invoices are due on the 20th of the month after the invoice date unless the Schedule says otherwise.
- B6.3** Unless the Schedule says otherwise, subscription fees are adjusted on each anniversary of the start date by the annual percentage change in the Consumers Price Index (All Groups) published by Stats NZ for the most recent quarter. We will confirm new fees in writing at least 20 Working Days before they apply. Any other increase during a fixed term needs your written agreement.
- B6.4** If you dispute an invoice in good faith, tell us within 10 Working Days with your reasons and pay the undisputed part.
- B6.5** We may charge interest on an undisputed overdue amount at 1.5% per month from the due date until paid, and the reasonable costs of recovering it.
- B6.6** If an undisputed amount is unpaid 15 Working Days after we send written notice that it is overdue and that we intend to suspend, we may suspend the Services until it is paid. We will not delete Customer Data because of a suspension.

B7. Confidentiality

- B7.1** Each of us will keep the other's Confidential Information confidential and use it only for the Agreement. Confidential Information means information marked confidential or that a reasonable person would treat as confidential, including Customer Data, pricing, security documentation and the Agreement's terms.
- B7.2** This does not apply to information that is public through no fault of the receiver, was already lawfully known to it, or is independently developed. Either of us may disclose it to its advisers and insurers in confidence, or where the law requires (with notice to the other where lawful).

B7.3 This clause continues for five years after the Agreement ends, and indefinitely for Customer Data and security information.

B8. Business supply

B8.1 We and you are both in trade, and you are acquiring the Services for the purposes of a business. We agree that, to the extent the law permits, the Consumer Guarantees Act 1993 does not apply (section 43(2) of that Act), and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply (section 5D of that Act). We both agree this is fair and reasonable, given the Agreement is between businesses and includes the warranty in clause B2.1, the service levels in the Schedule of Services and the limits in clause B9.

B8.2 If you are in Australia, nothing in the Agreement excludes a guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded. Where the law allows, our liability for breaching one is limited to supplying the Services again or paying the cost of having them supplied again.

B8.3 Except as set out in the Agreement, we give no other warranty, including that the Services will be uninterrupted or error-free.

B9. Indemnities and liability

B9.1 We will defend you against a claim that your use of the Services in line with the Agreement infringes someone's intellectual property rights, and pay the costs and damages finally awarded or agreed in settlement. If that happens, we may get you the right to keep using the Services, change them so they do not infringe, or, if neither is reasonably possible, end the affected Services and refund prepaid fees for the period after termination. This does not apply to a claim caused by Customer Data, your changes, or use combined with something we did not supply.

B9.2 You will defend us against a claim that Customer Data, or use of the Services by you, your Authorised Users or your customers in breach of clause A3 or B3, infringes someone's rights or the law, and pay the costs and damages finally awarded or agreed in settlement.

B9.3 The party being defended must tell the other promptly, let it control the defence and settlement, and give reasonable help at the other's cost. It must not admit liability without consent.

B9.4 Neither of us is liable to the other, in contract, tort (including negligence), under statute or otherwise, for loss of profit, revenue, savings, goodwill or data (except our obligation to restore Customer Data from backups), or for indirect or consequential loss.

B9.5 Each party's total liability under or in connection with the Agreement is limited to the fees paid and payable for the Services in the 6 months before the event that gave rise to the claim, unless the Schedule of Services sets a different limit.

B9.6 Clauses B9.4 and B9.5 do not limit your obligation to pay fees, liability under clauses B9.1 and B9.2, liability for fraud, wilful misconduct or deliberate breach of clause B7, or any liability that cannot be limited by law.

B9.7 Each party must take reasonable steps to mitigate its loss, and a party's liability is reduced to the extent the other caused or contributed to the loss.

B10. Term, renewal and ending the Agreement

B10.1 The Agreement runs for the initial term in the Schedule or order. After that it continues month to month on the same terms until either party gives at least 60 days' written notice, or a new Schedule replaces it.

B10.2 Either party may end the Agreement by written notice if the other materially breaches it and does not remedy the breach within 20 Working Days of written notice describing it; or if the other becomes

insolvent, has a receiver, liquidator, voluntary administrator or statutory manager appointed, proposes a compromise with creditors under Part 14 of the Companies Act 1993, or stops carrying on business.

B10.3You may end the Agreement on 30 days' written notice if we notify a change under clause A9 or A12 that materially disadvantages you, or, for the affected Services only, in the circumstances set out in clause 6.2 of the Data Processing Addendum.

B10.4If you end the Agreement during a fixed initial term other than under clause B10.2 or B10.3, the early termination amount in the Schedule is payable (or, if none is stated, the subscription fees for the rest of the initial term). If you end it under clause B10.2 or B10.3, we will refund prepaid fees for the period after termination.

B10.5**Your data when the Agreement ends.** For 30 days after the Agreement ends, we will give you on request an export of your database and a copy of your files in standard formats. The first full export is included. We will delete the live database, file store and application within 30 days after you confirm in writing that you have your data, and the last backup within 90 days of that confirmation, then confirm in writing what was deleted. If, 30 days after the Agreement ends, you have neither asked for your data nor confirmed you have it, we may delete it on the same timetable after giving you a further 10 Working Days' written notice. We keep invoices and other records the law requires, such as tax records for seven years.

B10.6Clauses A4, A5, B5, B6 (for amounts owing), B7, B9, B10.5 and A13 to A14 continue after the Agreement ends.

B11. Subcontractors

B11.1We may use subcontractors and sub-processors, and remain responsible for their performance. Sub-processors of Customer Data are managed under the Data Processing Addendum.

B12. Changes to the Agreement

B12.1Clause A12 applies to changes to these terms. During a fixed initial term, a change that materially disadvantages you applies only if you agree in writing, or from the start of any month-to-month continuation. Any other change to a Schedule must be in writing and signed by both parties.

B13. Entire agreement and relationship

B13.1The Agreement is the whole agreement between us about its subject matter and replaces earlier proposals and discussions about it. We are independent contractors; nothing creates a partnership, joint venture or employment relationship.

Part C - Domains, hosting and email

C1. We resell these services

- C1.1** Domain names, web hosting, email, virtual servers and certificates are supplied through a wholesale provider and registrar we work with. When you buy them from us, you also agree to that provider's terms and, for domain names, the registry's rules. We will give you links to those terms before you order.
- C1.2** For .nz domain names, the .nz rules and policies of the Domain Name Commission apply. For other domains, the policies of the relevant registry and of ICANN apply.

C2. Domain names

- C2.1** You will be the registrant (owner) of the domain names you register through us, unless you ask otherwise in writing. You must give accurate registrant details, keep them up to date, and confirm that using the name does not infringe anyone's rights.
- C2.2** We do not guarantee that a domain name is available until it is confirmed as registered.
- C2.3** Domains are set to renew automatically. We send renewal notices to your Account email before each expiry. You are responsible for keeping your payment details current and for renewing a domain you want to keep. If a renewal fails, the registry's grace and redemption periods apply, and recovering a domain in redemption may cost extra.
- C2.4** You may transfer a domain to another provider at any time, subject to registry rules (for example a lock after a recent registration or transfer). We will provide the transfer code within 2 Working Days of your request. We do not hold a domain because of an unpaid invoice for a different service.
- C2.5** Subject to clause A10.1, registration and renewal fees are not refundable once the registry has processed them.
- C2.6** If a domain dispute arises, the registry's dispute resolution policy applies. We are not a party to the dispute but will follow the registry's lawful directions.

C3. Hosting and email

- C3.1** Hosting and email plans include the storage, traffic and mailbox limits shown when you order. You are responsible for the content and software you put on your hosting, for keeping that software up to date, and for your own backups. The provider's backups are a safeguard, not a guarantee.
- C3.2** Clause A3 applies to your hosting and email. We or the provider may suspend a hosting account that is sending spam, has been compromised, or is affecting other customers, and will tell you why.
- C3.3** When a hosting or email service ends, its content is deleted after 30 days. Download anything you want to keep before then.
- C3.4** Our liability for resold services is set by clause A10 (and clause B9 for business customers).

Unicloud Limited · 500 Harvard Lane, Ardmore, Auckland · admin@unicloud.co.nz · 027 742 6915