



Terms of Use

Last updated 20 Sep 2020

Thank you for considering or continuing to use ICRA, to do so you must agree to these terms and conditions. It is important you read through them and accept them. These terms tell you your legal rights and obligations for you and those you invite to use your subscription.

If you have any queries about any of these then please contact us through the contact form on our website. If your query is because you disagree or do not understand then do not use your ICRA subscription, each time you use ICRA you are accepting these Terms and Conditions.

Some of the lingo and what we mean

You, you're or your: Both **you** and any entity or firm **you're** authorised to represent.

Integral, we, our or us: ICRA entity **you** contract with and pay fees to for the **ICRA** product **you're** using. Integral Limited, 300 Richmond Road, Auckland, NZ.

ICRA: Integral Compliance Register System, a software application and associated Intellectual Property developed by us, and to which **you** use as a **subscriber**.

Services: the **services we** provide now or in the future, including **our** online and mobile product **ICRA**.

Subscriber: **you**, once **you** have created a subscription to use our **services** and have accepted these terms. If **you're** the **subscriber**, **you're** the one responsible for paying for **your** subscription.

Other user: a person other than the **subscriber** who has been invited to use **our services** through a subscription. If **you're** an **other user**, **you** must also accept these terms to use **our services**.

Using ICRA

The right to use our services: Whether **you're** a **subscriber** or an other user, **we** grant **you** the right to use **our services** (based on **your** subscription type, 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 other user – until **your** access is revoked.

Subscriber role: As a **subscriber**, **you** take responsibility for fully controlling how **your** subscription is managed and who can access it. It's quite a big deal! For example:

- **You** can update a subscription
- **You** control access to a subscription. **You** decide who's authorised to use **our services you've** subscribed to and what kind of access the other user has. **You** can change or stop that access at any time
- **You're** responsible for resolving any disputes with any other users over access to **your** subscription
- **You're** responsible for all **your** other users' activity

Rules: Regardless of role, whenever **you** use ICRA **you** agree to follow the rules outlined here. Please read them and be sure **you** understand what **you** should and shouldn't do.

Responsibilities: **You** are responsible for:

- keeping **your** information (including a current email address) up to date.
- providing true, accurate and complete information
- verifying the accuracy of any information that **you** use from **our services** for **your** legal, tax and compliance obligations.



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- protecting **your** username and password from getting stolen or misused.
11. **Changes to Terms:** when **we** update or revise **our services** there might be changes to the terms. **We** will notify **you** what those terms are before **you** start using those **services**.
12. **Ownership:** **We** own everything **we've** put into **our services**, excluding content owned by others or unless otherwise stated. What **we** own includes rights in
- the design,
 - compilation,
 - look and feel of **our services**.
 - 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**.

Pricing

Subscription: **You'll** need to pay for a subscription based on the pricing of **your** selected plan. The pricing details and other terms of **your** subscription are explained when **you** select **your** plan. **You** do not need to pay in a free trial or if **you** are using under an offer from **us** that excludes payment.

Trial: If **you** first sign up for a free trial, **you** do so on based on these and any overriding terms specified at the time for the trial. If **you** choose to subscribe after the trial, **you'll** be billed when **you** add **your** billing details into **our services**. If **you** choose not to continue using **our services**, do nothing, **your** organisation will be deleted after the expiry of the trial period.

ICRA pricing plans: Other than during a free trial, **your** use of **our services** requires **you** pay a monthly or annual subscription fee based on **your** subscription type. The pricing plan consists of the subscription and subscription fees **we** offered **you**, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan may vary by region and includes information set out in the offer details and pricing page.

Changing prices: **We** may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. changes to the pricing plan

- won't apply retrospectively
- if **you're** a **subscriber**, **we'll** make every effort to let **you** know

Taxes: Depending on **your** region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan. **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.

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 **ICRA** offers, such as limited customisation to **ICRA** or other apps **we** own or distribute. These might incur an additional fee that **we'll** let **you** know about when **you** sign up for those **services**.



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Timely payments: You need to make timely payments based, on the pricing plan **you** selected, in order to continue accessing **our services**. 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. Time expectations on payments will be detailed on the invoice.

Do's and don'ts

This section is super important because it outlines how **you** can (and can't) use **our services**. Much of it will be common sense.

Feedback: **We** love **your** feedback and may use it without restriction. Please provide through the contact facility on the **ICRA** website.

Help using our services: **We** provide examples 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. **We** cannot be responsible that any guidance or suggestion is fit for **your** specific purpose and **you** use at **your** own risk.

Limitations: Some of **our services** may be subject to limits such as a cap on the number of monthly transactions.

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.

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 **ICRA** employee, partner, or other **ICRA** customer. **We** will not tolerate any abuse or bullying of **our ICRA** employees in any situation and that includes interaction with **our** support teams.

Privacy

ICRA uses **your** data to provide **our services** to **you**.

Your Data: **We** don't own **your** data **you** enter or upload into **our services**, but **you** grant **us** a licence to use, copy, transmit, store, analyse, and back up **your**, including personal data of **yourself** and others, to:



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- enable **you** to use **our services**;
- communicate with **you** about **your** subscription;
- send **you** information **we** think may be of interest to **you**.
- allow **us** to improve, develop and protect **our services**;
- and create new **services**;

Sharing your data: **We** respect **your** privacy and take data protection seriously. When **we** need to share **your** personal data with third parties. **We** will only disclose **your** personal data to:

- other companies in the **ICRA** group of companies
- third party service providers and partners who assist and enable **us** to use the personal data to, for example, support delivery of or provide functionality on the website or **services**, or to market or promote **our** goods and **services** to **you**
- regulators, law enforcement bodies, government agencies, courts or other third parties where **we** think it's necessary to comply with applicable laws or regulations, or to exercise, establish or defend **our** legal rights. Where possible and appropriate, **we** will notify **you** of this type of disclosure
- an actual or potential buyer (and its agents and advisors) in connection with an actual or proposed purchase, merger or acquisition of any part of **our** business
- other people where **we** have **your** consent.

Data about others: **Our** data terms may also apply to the personal data of others (such as **your** customers, suppliers and employees) that **you** enter into **ICRA**.

Statistical data: **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**.

Data breach notifications: If **we** think there has been unauthorised access to personal data inside **your** subscription, **we'll** let **you** know and give **you** information about what has happened.

Confidentiality

Confidentiality: **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

Safeguards: **We** have 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.

Notification: **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.

Phishing: If **you** suspect **you've** received a phishing or malicious email, which says it's from **ICRA** or uses **ICRA's** logo, please report it by forwarding the email to icra@integral.co.nz



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Account security: We may introduce new security features to make **your** account more secure, **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.

Your security: **You** must keep **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, contact **us** immediately.

Use as intended: **We** recommend **you** not use free-form fields in **ICRA** to store personal data (unless it's a field explicitly labelled for personal data - like a first name or last name), credit card details, tax identifiers or bank account details.

Availability

Availability: **We** will minimise any downtime but acknowledge that sometimes **our services** availability can be temporarily suspended, deliberately so **we** can keep **our services** updated and secure, sometimes unplanned. This may also be due to events totally out of **our** control like occasional internet access issues. Be aware, **you** may even have data loss due to such an event, backing up **your** own data is important.

Maintenance: Where planned maintenance is being undertaken, **we'll** attempt to notify **you** in advance but can't guarantee it.

Access issues: **Your** successful access is dependent on many parts, **your** own equipment, the internet, and **our** availability – **you** might not always be able to access **our services** and **your** data. This might happen for any number of reasons, at any time.

Data loss: Data loss is an unavoidable risk when using any technology. **You're** responsible for maintaining copies of **your** data entered into **our services**. **We** provide a data export of **your** data in the report section. Be familiar with what this contains to be sure **you** have what **you** need. While at **ICRA** **we** will back up **our** entire environment so **we** may restore the system if required due to a general failure, restoration of individual customers cannot be guaranteed.

Compensation: **We** will not provide compensation whatever the cause of any downtime, access issues or data loss, **your** only recourse is to discontinue using **our services**.

Problems and support: If **you** have a problem, **we** have available help available within the application, and documents **you** can download that should help **you** with most situations. If **you** need more help, contact **our** support team via the **ICRA** website support form.

Modifications: **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).

Limited Customisation: **We** always welcome ideas for improvement and will pick those that **we** deem as advantageous to **our** customers. Those **we** choose to go ahead with are at **ICRA's** sole discretion. If **you** have an important requirement, and **we** feel it can be incorporated into the general application without negatively impacting others, **we** will do so after **we** have agreed a fee and terms of delivery. All decisions to go ahead with a customisation will be at **ICRA's** sole discretion.



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Termination

You can easily terminate your subscription with one month's written notice. We may terminate your subscription as well with the same notice. If you violate these terms, we may terminate your subscription immediately.

Subscription period: Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period a new invoice for subscription fee will be issued, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to terminate your subscription at any time by providing one month's written notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination.

Termination by ICRA: ICRA may choose to terminate your subscription at any time by providing you with one month's written notice in advance. ICRA may also terminate or suspend your subscription 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.

No refunds: No refund is due to you if you terminate your subscription or ICRA terminates it in accordance with these terms.

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, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. This period of retention length is decided solely at the discretion of ICRA, and may change without notice, but will never be less than three months from termination. We can retain data in case you need it as part of your record retention obligations, but you should get in touch with us to agree terms for its retention or have your data removed completely if you wish.

Liability and indemnity

This section is important as it outlines liability terms between us and both subscribers and other users, so we urge you to read it closely and in full.

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).

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 56, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.



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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** for **your** subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

Disputes

Dispute resolution: Most of **your** concerns can be resolved quickly and to everyone's satisfaction by contacting **our** support team. 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.

Additional terms

No professional advice: **We** may provide **you** with information **we** think might be useful in running a compliance registry, but this should not be seen as a substitute for professional advice and **we** aren't liable for **your** use of the information in that way.

Events outside our control: **We** do **our** best to control the controllable's. **We** are not 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.

Notices: Any notice **you** send to **ICRA** must be sent to icra@integral.co.nz. Any notices **we** send to **you** will be sent to the email address **you've** provided **us** through **your** subscription.

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).

Export limitations: **You** must not use **our services** in violation of any export or trade embargo laws that apply to **you**.

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.



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Blocking your access, disabling your subscription, or refusing to process a payment: We may block your access, terminate your subscription, 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 subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or 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.

Relationship between the parties; assignment: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or other user. You're solely responsible for resolving disputes between you and any other subscriber or other user. ICRA may assign these terms - or any of our rights or obligations in these terms - to another ICRA entity as it deems appropriate. ICRA entities are the companies controlled by or under common control with Integral Limited (a New Zealand company with registration number 675034).

Changes to these terms: We sometimes will decide to change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. 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 30 days' 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. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to ICRA.

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.

Interpretation: Words like 'include' and 'including' are not words of limitation and where anything is within our discretion, we mean our sole discretion.

NZ Law: This Agreement shall be governed by the laws of New Zealand.

ICRA entities:

Entity	Description	Telephone	Support email	Support URL
Integral Limited NZBN 9429038487194	Software Distribution and Support	NZ. 0800 002 555 Aus. +61 2 8599 2402 Other +64 7 349 4488	icra_support@integral.co.nz	https://icra.integral.co.nz/home/support/
Integral Holdings Limited NZBN 9429035793311	IP and Asset Owner	NZ. 0800 002 555		