

TERMS & CONDITIONS

Welcome to **Gnosis**,

These **Terms & Conditions** (hereinafter referred to as the “**Terms**” or “**Terms & Conditions**” or “**Terms of Use**”) shall govern the relationship between our company and you. This website/App is owned and operated by:

Company Name: Gnosis Limited

NZBN: 9429050876716

Registered Office: Coombe Smith One50 Group Property Accountants, 99a Victoria Street, Hamilton Central, Hamilton, 3204, New Zealand (hereinafter referred to the “**Company**” or “**Gnosis**” or “**us**” or “**our**” or “**we**”) and you (hereinafter referred to “**you**” or “**your**” or “**user(s)**” or “**Member(s)**”), and shall govern your use of: i) our website – www.gnosisnz.com, ii) mobile application, namely, ‘**Gnosis – Automated Project and Contract Management**’, and iii) web application, namely, ‘**Gnosis – Automated Project and Contract Management**’ (hereinafter individually as well as collectively, referred to as the “**Platform**” or “**Site**” or “**website**” or “**App**”).

Gnosis is an automated construction project and contract management service that offers various features such as progress payment claims, variations, dashboards, reporting, financial management, and more. You can subscribe to the service on a monthly or yearly basis to streamline your construction project management processes (hereinafter referred to as the “**Service**”)

Please read these Terms carefully, as these, along with our **Cancellation & Refund Policy**, **Cookie Policy**, and **Privacy Policy** statement forms the entire agreement between you and Gnosis. If you do not accept these Terms in its entirety, then you shall not use the Platform or avail our any of our services or become a paid member.

Additionally, how we collect, use, store, share and transmit your data is governed by our **Privacy Policy** statement and **Cookie Policy**. These Terms shall be read in conjunction with our **Cookie Policy**, **Cancellation & Refund Policy**, and **Privacy Policy** statement.

1. ACCEPTANCE OF THESE TERMS

By accessing, registering on, or using the Site/App, or by becoming a paid member, or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time on the website and App.
- ii. You are of **sound mind** and at least **18 years** in age (*or older if the applicable law in your jurisdiction sets a higher age of majority*), in order to form a binding contract with us. In case you are not of the age of majority as per the laws of the State that you reside in, then you cannot use the website/App.
- iii. We must not have previously disabled your account for violation of law or any of our policies.
- iv. You have read, understood, and consented to our **Cancellation & Refund Policy, Cookie Policy, and Privacy Policy** statement posted on our Site/App.

2. ACCOUNT REGISTRATION, PASSWORD AND SECURITY

- a) **Account:** To access various parts of the Platform, and to avail various Services, you are required to register and create an account with us. Registration is free. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
 - b) **Social Media Signup:** You also have an option of signing up using social media accounts, such as Google, Facebook, and LinkedIn. In case you choose to sign up using any of the social media accounts, you will be redirected to the website of such social media accounts, and therefore, in addition to our legal policies, you will also be subject to the legal policies and privacy practices of such social media platforms. We are not liable for any loss caused to you due to any action of such third-party platforms.
 - c) **Security:** You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities
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that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We ask that you should not share your account or password with any third party. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.

- d) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, or that you have created a duplicate account, in that case, we may terminate your account, and refuse current or future use of any or all of the services.
- e) **No Selling:** You are expressly prohibited from selling or transferring or gifting your account to any other person, or from sharing the login credentials of your account or sharing the access of the content with any third party, without our prior written consent.

3. HOW CAN YOU USE THE PLATFORM?

i. Allowed uses:

- a) **Directions of Use:** You must follow any and all guidelines or policies or directions of use as associated with each of the services on the Platform.
 - b) **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information about yourself. All the submitted information will be processed in accordance with our **Privacy Policy** statement.
 - c) **Material:** For the purposes of these Terms, “**material**” shall mean any logos, trademark, templates, tools, plans, documents, text, articles, video, graphics, sound material, published on the Platform, whether a copyright of Gnosis, other members, affiliates, our licensors or any third party. Unless expressly allowed, you are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Platform. You must not reproduce any part of the Platform or the material or transmit it to or store it in any other Platform or disseminate any part of the material in any
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other form, unless we have indicated that you may do so.

ii. Restricted uses:

- a) You cannot impersonate others, create duplicate accounts, or provide inaccurate information about yourself.
- b) You may be able to communicate and interact with various stakeholders on the platform. However, you cannot text, raise, or comment on any political, racist or such other issue which affects a person, community or society. All communication and interaction must comply with the applicable laws.
- c) The Member must not misuse or interfere with the Services or Platform or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law and as per the directions provided by us.
- d) The Member must not (*unless otherwise allowed*):
 - republish material from this Platform;
 - sell, distribute, or make available the content on Gnosis to any third-party;
 - sell, rent or sub-license material from the Platform;
 - show any material from the Platform in public without our consent;
 - edit or otherwise modify any material on the Platform (*other than editing your own information/posts/content as per the method provided*);
 - reproduce, duplicate, copy or otherwise exploit material on our Platform for a commercial purpose; or
 - redistribute material from the Platform, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;
 - infringe or violate our Intellectual Property Rights or Intellectual Property Rights of other members, licensors or any third party;
 - We reserve the right to restrict your access to any areas of our Platform, or indeed our whole Platform, at our discretion.
- e) You must not use our Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful,

illegal, fraudulent or harmful purpose or activity.

- f) The Member must not use our Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- g) The Member must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Platform.

In case of your violation or non-compliance of any of the terms mentioned in these Terms, we reserve the right to suspend or terminate your account or your access to the Platform or content or our services, at our sole discretion, and in such case, you will not be entitled to receive any refunds for unutilized period of your subscription.

4. OUR OWNERSHIP RIGHTS

Our website, domain (www.gnosisnz.com), App, platform, templates, reports, tools, planners, software, documents, blogs, articles, resources, logos, Gnosis Content, designs, trademarks, trade dress, trade name, all of our features, functionalities and services, shall remain the sole property of Gnosis, and/or its licensors, as the case may be. Your use of or access to our Site or Platform or availing of our services shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Platform, our services, any content (*except your own content*), designs, published by us or our licensors or third parties. This Platform and the content, including but not limited to the trademark, logo, copyright, design, layout, typography, underlying HTML, Java scripts, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant intellectual property laws, rules and regulations. Trademarks, trade names and designs appearing on this Platform are the exclusive property of, or are licensed to the Gnosis and are protected under applicable law. **No use of a trademark, trade dress, trade name, content or design appearing on our website/App may be made without the prior written permission of Gnosis.**

5. YOUR LICENSE TO THE PLATFORM

Please note, our website, web app, mobile app, software, templates, reports, documents, its features, tools, calculators, and functionalities are being provided to you strictly on a non-exclusive license basis. These are not sold to you. Specifically, we only grant you a limited, non-exclusive, non-transferable, revocable right to use the Services, and our platform for which you have paid the required fees. All other uses are expressly prohibited. You cannot sell or distribute these. We reserve the right to revoke this license if at any time you are found to be misusing our services or breaching these Terms or violating any applicable law or misusing our content or tools or templates or reports or platform.

6. YOUR CONTENT AND OUR RIGHTS

The content uploaded by you on the platform may be protected by intellectual property laws. You continue to own the intellectual property rights in any such content that you share on the Platform. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content (except defamatory one) with anyone else, wherever you want.

7. PRIVACY POLICY

In order to see what data and personal information we collect and how we use or store or share such data, please refer to the detailed **Privacy Policy** statement available on our website and App.

8. SUBSCRIPTIONS AND PAYMENTS

All paid services are subject to payment, and you agree to pay for the services that you purchase on our website/App, and you authorize us (or our *third-party payment service providers*) to charge your debit or credit card or process other means of payment for those payments. **You shall be responsible to borne all the applicable taxes (wherever applicable).** All subscriptions renew automatically at the end of the current billing cycle, unless cancelled before. We do not grant refunds for partial use or non-use of our services. Further, we reserve the right to modify the prices of our subscription packages, and/or add new subscription packages, at our sole discretion. We also reserve the right to discontinue any part of the Site/App, at any time at our sole

discretion, without any prior notice. You may cancel the subscription at any time, however it will only be cancelled at the end of your current billing cycle. For more information, please refer to our **Cancellation & Refund Policy** posted on our website and App.

9. RESPONSIBILITY OF DATA MANAGEMENT

You are solely responsible for the personal information, reports, and other data stored by you at our platform while availing our services. Please refer to our **Privacy Policy** to familiarize yourself with the terms and conditions of collection, use, storage and disclosure of your information in respect of use and access of our services. You are responsible for the protection of your personal data like login id, password, and other sensitive information. You are solely liable for storing and managing the data and information that is stored on your account. We expressly disclaim any obligation or consequent liability and shall not be responsible for the loss or management of such data.

10. LEGAL DISCLAIMER

- a) The information provided on this website/App is for general informational purposes only. The software and our platform are designed to assist users in project management, but there are risks and limitations involved with the tools and features we provide.
 - b) For instance, the financial planner, budget management with cost-to-complete forecasting, S-curve forecasting, and variations tracking tools are designed to help users manage project finances, but the accuracy of these tools and reports depends on the accuracy of the data entered by the user and may depend on other factors as well. Gnosis Limited is not responsible for any financial losses or damages that result from the use of these tools and reports.
 - c) The streamlined correspondence and reporting features of the platform are designed to improve communication and collaboration among team members, but Gnosis Limited cannot guarantee that the information provided by these features is accurate, complete, or reliable. Users of the platform/software are responsible for verifying the accuracy and suitability of the information provided by these features for their specific purposes.
 - d) Gnosis Limited reserves the right to modify, suspend, or terminate
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the templates, tools, content, reports, software at any time without notice. The software may contain links to third-party websites or resources. Gnosis Limited is not responsible for the availability or accuracy of these websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from these websites or resources.

- e) Users of the software are responsible for complying with all applicable laws and regulations in connection with their use of the software. The software may not be available in all geographic locations, and it is the responsibility of the user to ensure that their use of the software complies with local laws and regulations
- f) The site, our services, blogs, articles, templates, reports, documents, tools, resources, other content, and materials are provided on an **“as-is”** and **“as available”** basis, and Gnosis (and our directors, licensors and affiliates) expressly disclaims any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of financial gain, accuracy, quality, suitability, reliability, completeness, safety, or fitness for a particular purpose of the same. We make no warranty that the platform or services or tools will meet your expectations, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, complete, safe, or legal.
- g) You alone are responsible and accountable for your decisions, actions, and results in your business, and by your use of the website/App or our services, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Gnosis (or our directors, officers, licensors or affiliates) be liable to you, or any third party for any career loss, financial loss, inaccurate results, costs of procurement of substitute services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these Terms or your use of, or inability to use the Platform, even if Gnosis has been advised of the possibility of such damages. Access to, and use of, the Platform and its content, tools, reports, and templates, is at your own discretion and risk, and you will be solely responsible for any damage resulting therefrom. To the maximum extent permitted by law, notwithstanding anything to the contrary

contained herein, our liability to you for any damages arising from or related to these Terms (*for any cause whatsoever and regardless of the form of the action*), will at all times be limited to the amount paid by you to us in the last one month. The existence of more than one claim will not enlarge this limit. In case where the Site or App is down, either due to planned maintenance or due to some technical glitch or error, we will not be liable to compensate you for any reason whatsoever. However, we will try to bring our website/App up and running as soon as practicable.

12. INDEMNITY

You acknowledge to defend, indemnify, and hold Gnosis, its owners, affiliates, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as “**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand, or expense, including reasonable legal counsel’s fees, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your wrongful or improper use of our services, content, or Platform;
- c) Your violation of any applicable laws, rules or regulations;
- d) Your violation of these Terms, or any other policy of Gnosis as associated with our Services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our Services or content.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** these Terms and any dispute arising from the same will be governed by applicable laws of **New Zealand**, without regard to its conflict of law provisions.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate courts situated in **Hamilton, New Zealand**.
- iii. **Waiver of Jury Trial:** YOU AND US HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JURY. YOU AND US ARE INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES ARISING

OUT OF OR IN RELATION TO THESE TERMS BETWEEN YOU AND US, SHALL BE RESOLVED BY A JUDGE.

- iv. **Waiver of Class Action and Relief:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ADJUDICATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USERS.

14. Notices

When you use the Platform or send emails to Gnosis, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Platform. Gnosis will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to info@gnosisnz.com.

15. Miscellaneous

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** Gnosis reserves the right to put any account on hold or permanently disable accounts, disable/terminate access to purchased content, takedown any text or content, due to breach of these Terms & Conditions and/or our other policies or due to any illegal or inappropriate use of the Platform or Services, without being liable to refund your unutilized portion of your subscription.
- iv. **Feedback Rights:** To the extent that you provide Gnosis with any comments, suggestions or other feedback regarding the Gnosis platform or Site, as well as other Gnosis services (collective, the

“**Feedback**”), you will be deemed to have granted Gnosis an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Gnosis is under no obligation to implement any Feedback it may receive from users.

- v. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent

possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.

- vi. **Waiver:** Our failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Gnosis and you or any other party be deemed to modify any provision of these Terms.
- vii. **Survival:** Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision of these Terms that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms, for any reason whatsoever.
- viii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
- ix. **No Assignment:** You may not assign these Terms (or any rights, benefits, or obligations hereunder) by operation of law or otherwise without the prior written consent of Gnosis, which may be withheld at Gnosis’s sole discretion. Any attempted assignment that does not comply with these Terms shall be null and void.
- x. **Entire Agreement:** These **Terms, Cancellation & Refund Policy, Cookie Policy** and our **Privacy Policy** statement, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between Gnosis and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Platform.
- xi. **Force Majeure:** Gnosis will be excused from performance for any period during which, and to the extent that, such party or any

subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, communication line failures, power failures or similar inabilities.

- xii. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Platform after any amendments to these Terms shall constitute your acceptance to such amendments.

16. Grievance Officer/Designated Representative

In the event you have any grievance regarding anything related to these **Terms or Cancellation & Refund Policy or Privacy Policy or Cookie Policy**, or with any content or service of Gnosis, in that case you may freely write your concerns to the Grievance Officer/Designated Officer appointed below:

- **Name:** Alexios Kavallaris
- **Title:** Marketing Director
- **Email:** alexios.kavallaris@gnosisnz.com

17. Feedback and Information

We welcome your questions or comments regarding these Terms. You can write to us via email: info@gnosisnz.com.

*Last updated on **April 17, 2023**.*
