

Authi - Connect

Master Terms and Conditions

These Master Terms and Conditions (the “Master Terms”) set out the overarching contractual framework for Authi Connect, including how the Agreement is structured and interpreted, and key provisions such as term, suspension, termination, liability, indemnities, dispute resolution, and governing law.

These Master Terms are entered into between Authi Limited (“Authi”) and the entity identified as the customer or user in the applicable Authi Connect User Agreement Sign Up Form (“User”). These Master Terms form part of the Authi Connect Agreement and apply to all Users of Authi Connect.

Version 1 - Effective 8 January 2026

1. Definitions and Interpretations

In these Master Terms & Conditions:

- **Agreement** means, collectively, the Authi Connect User Agreement Sign Up Form, these Master Terms & Conditions, the Commercial Terms, and all Incorporated Documents, as amended from time to time in accordance with this Agreement.
- **Applicable Law** means all laws, legislation, rules, regulations, guidelines and codes from time to time in force in any part of the world that may be applicable to User, the User’s obligations pursuant to this Agreement, Authi, and this Agreement;
- **Authi, we, us, or our** means Authi Limited.
- **Business Day** means a day other than a Saturday, Sunday, or public holiday in New Zealand.
- **Connect, Authi Connect** means the Authi Connect product
- **Connect User, User, you, or your** means the entity identified as the customer or user in the Authi Connect User Agreement Sign Up Form.
- **Commercial Terms** means the Authi Connect Commercial Terms applicable to the Connect User.
- **Fees** means all fees, charges and amounts payable by the User to Authi under the Agreement, as set out in the Authi Connect User Agreement Sign Up Form (including its Schedules), and as may be otherwise agreed in writing between the parties.
- **Incorporated Documents** means the documents listed on the Authi incorporated documents register available at <https://authi.com/legal/connect-incorporated-documents-register/>, as updated from time to time in accordance with this Agreement, and includes (without limitation) the Portal Terms, Content Standards, Data Processing Addendum, and any service level or support terms.
- **Portal** means Authi’s web-based or other digital interface through which Connect Users access, manage, or review Authi Connect functionality.
- **Services** means the Authi Connect services provided by Authi to the User under the Agreement.
- Unless the context requires otherwise, words in the singular include the plural and vice versa, and headings are for convenience only and do not affect interpretation.

2. Agreement Structure and Incorporated Documents

2.1. Incorporated Documents

- 2.1.1. The documents listed on the Authi Connect Incorporated Documents Register at <https://authi.com/legal/connect-incorporated-documents-register/> (the Register) are incorporated by reference and form part of the Agreement (each an Incorporated Document).
- 2.1.2. Authi will maintain an archive of prior versions of the Register and each Incorporated Document at <https://authi.com/legal/connect-incorporated-documents-register/archive/>
- 2.1.3. If there is any inconsistency between an Incorporated Document and the Master Terms, the Order of Precedence clause applies.

2.2. Binding Effect

By signing/accepting the Authi Connect User Agreement Sign Up Form, the User agrees to be bound by all documents set out in the Authi Connect User Agreement Sign Up Form, whether executed separately or incorporated by reference.

2.3. Single Source of Truth

These Master Terms set out the overarching contractual framework for Authi Connect, including termination, suspension, liability, indemnities, assignment, dispute resolution, and governing law. Except where expressly stated otherwise, no other Authi document forming part of the Agreement creates independent rights or obligations in respect of those matters.

2.4. Commercial Terms and Sign Up Form

The Commercial Terms are incorporated by reference and apply as part of the Agreement. The Authi Connect User Agreement Sign Up Form is executed/accepted separately and records any deal-specific commercial terms (including pricing, billing, payment obligations, contracted fees payable for the contracted period, and related matters).

2.5. Order of Precedence

If there is any conflict or inconsistency between the documents forming part of the Agreement, the conflict will be resolved in the following order of precedence (highest to lowest), but only to the extent of the conflict:

- **The Authi Connect User Agreement Sign Up Form** (for deal-specific commercial terms).
- **Commercial Terms** (for pricing, billing, payment obligations, contracted fees payable for the contracted period, and related commercial matters).
- **These Master Terms** (for the overarching contractual framework, including termination, suspension, liability, indemnities, assignment, dispute resolution, and governing law).
- **Data Protection Addendum (DPA)** (but only for privacy and data protection matters).
- **Service Level Agreement (SLA)** (but only for service levels and service credits).
- **Content Standards.**
- **Authi Portal Terms.**

For avoidance of doubt, the DPA and SLA only override the documents above them for their specific subject matter, and do not otherwise override these Master Terms.

3. Parties and Scope

3.1. Standard Form Agreement

These Master Terms are standard terms and apply uniformly to all Users of Authi Connect. The only user-specific terms are set out in the Authi Connect User Agreement Sign Up Form.

3.2. Business Use Only

Authi Connect is provided solely for business and commercial use. The User represents that it is not a consumer for the purposes of the Consumer Guarantees Act 1993.

3.3. Authority to Bind

The individual signing/accepting the Authi Connect User Agreement Sign Up Form represents and warrants that they have authority to bind the User.

3.4. Agency and On-Behalf-Of Use

If the User accesses Authi Connect on behalf of another entity, the User represents and warrants that it has authority to bind that entity and remains responsible for all acts and omissions of that entity.

4. Term, Suspension, and Termination

4.1. Commencement

These Master Terms commence on the Effective Date stated in the Authi Connect User Agreement Sign Up Form and continue for the contracted period specified in the Authi Connect User Agreement Sign Up Form, unless terminated earlier in accordance with the Agreement. If the Authi Connect User Agreement Sign Up Form provides for renewal, the Agreement renews on the basis specified in the Authi Connect User Agreement Sign Up Form.

4.2. Suspension

Authi may suspend the User's access to Authi Connect (in whole or in part) immediately by notice if:

- 4.2.1. the User is in material breach of the Agreement and (if the breach is capable of remedy) has not remedied it within **14 days** after written notice from Authi requiring it be remedied; or
- 4.2.2. the User fails to pay any undisputed amount when due and remains unpaid **10 Business Days** after written notice; or
- 4.2.3. Authi reasonably believes suspension is necessary to protect the security, integrity, or operation of Authi Connect or Authi systems (including in response to suspected fraud, abuse, or a security incident); or
- 4.2.4. Authi is required to do so by law, a regulator, or a competent authority.

Where reasonably practicable, Authi will (a) give prior notice of suspension, and (b) limit suspension to what is reasonably necessary to address the issue.

4.3. Termination by Authi

Authi may terminate these Master Terms (and/or the User's access to Authi Connect) immediately by written notice if:

- 4.3.1. the User commits a material breach of any Incorporated Documents and (if the breach is capable of remedy) does not remedy it within **14 days** after written notice; or
- 4.3.2. Authi reasonably believes the User has engaged in fraud, unlawful activity, or repeated/serious breaches of the Content Standards; or
- 4.3.3. the User becomes insolvent, enters liquidation/receivership/administration, or is unable to pay its debts as they fall due.

4.4. Termination by User

The User may terminate these Master Terms by written notice if:

- 4.4.1. Authi commits a material breach of these Master Terms and (if the breach is capable of remedy) does not remedy it within **14 days** after written notice; or
- 4.4.2. at the end of any agreed term in the Authi Connect User Agreement Sign Up Form (if any), by giving at least 30 days' prior written notice (unless the Authi Connect User Agreement Sign Up Form states a different notice period).
- 4.4.3. Authi amends the Standard Terms and the User does not agree to be bound by the amended terms, provided that notice of termination cannot be given until the User and Authi have met in good faith to discuss the amended terms and work together to find a solution (for example, the amended terms not applying to the User).

4.5. Effect of Termination

Upon termination:

- 4.5.1. all rights to access Authi Connect cease; and
- 4.5.2. each party remains liable for fees and other obligations accrued up to the termination effective date; and
- 4.5.3. **Spend commitments / minimum commitments (if any):**
 - 4.5.3.1. If termination occurs due to the User's breach (including non-payment) or under clause 3.3.2 (fraud/illegality), any unpaid committed spend/minimum fees remain payable to the extent stated in the Authi Connect User Agreement Sign Up Form; and
 - 4.5.3.2. If termination occurs due to Authi's uncured material breach under clause 4.4.1, any future committed spend/minimum fees are cancelled from the termination effective date.
- 4.5.4. the provisions that by their nature should survive termination will survive, including confidentiality, intellectual property, indemnities, liability limitations, and governing law.

5. Notices

- 5.1. Any notice or other communication given under or in connection with this Agreement must be in writing.
- 5.2. Authi may give notices to the Connect User by email to the most recent email address provided by the Connect User, by notice via the Portal, or by publication in an Incorporated Document where permitted under this Agreement.
- 5.3. The Connect User may give notices to Authi by email to system@authi.com or to any other email address expressly nominated by Authi for notices from time to time.
- 5.4. A notice will be deemed received:
 - (a) if sent by email, at the time the email is received at the recipient's email address (as evidenced by the sender's email system records), provided that if received after 5:00 p.m. on a Business Day or on a non-Business Day, it will be deemed received at 9:00 a.m. on the next Business Day; or
 - (b) if delivered via the Portal, at the time the notice is made available in the Portal.
- 5.5. For the avoidance of doubt, support requests should be directed to support@authi.com, and privacy, security, or legal notices should be directed to system@authi.com, unless Authi specifies otherwise.

6. Intellectual Property

- 6.1. **Authi IP**

All intellectual property rights in Authi Connect, Authi Portal, software, systems, methodologies, analytics, and documentation ("Authi IP") remain the exclusive property of Authi.
- 6.2. **User IP**

The User retains ownership of its content, trademarks, and materials supplied to Authi ("User IP").
- 6.3. **Licences**

Each party grants the other a limited, non-exclusive, royalty-free licence to use the other's IP solely as necessary to perform obligations under the Agreement. The User undertakes on an ongoing basis to use the Authi IP for the sole purpose of carrying out its obligations under this Agreement and for no other purpose whatsoever.
- 6.4. **Feedback**

The User grants Authi a perpetual, irrevocable, royalty-free right to use and incorporate any feedback or suggestions without restriction.

7. Confidentiality

- 7.1. **Confidential Information**

Each party may receive confidential or proprietary information relating to the other party ("Confidential Information").

7.2. **Obligations**

Each party must use the other party's Confidential Information solely for purposes of the Incorporated Documents and protect it using at least reasonable care.

7.3. **Permitted Disclosure**

Disclosure is permitted where required by law, regulation, or governmental authority.

7.4. **Survival**

Confidentiality obligations survive termination for five (5) years, except for trade secrets, which survive for so long as they remain trade secrets.

8. **Representations and Warranties**

- 8.1. Each party represents and warrants that it has authority to enter into the Agreement, its performance of its obligations pursuant to the Agreement will comply with Applicable Law, and it will not infringe third-party rights. The User additionally represents and warrants that all content, and campaign activity comply with the Content Standards and Applicable Law.
- 8.2. Authi Connect and the Portal are provided on an "as-is" basis and Authi hereby disclaims all other warranties, express, implied, statutory and common law, course of dealing, course of performance, usage of trade or otherwise, including warranty of fitness for a particular purpose.

9. **Indemnities**

9.1. **User Indemnity**

The User indemnifies, and will keep indemnified, Authi and its directors, officers, employees, contractors and agents against any Third Party Claim and all losses, damages, liabilities, costs and expenses (including reasonable legal costs) arising out of or in connection with:

- 9.1.1. the User's breach of this Agreement;
- 9.1.2. any content, campaign, materials, trademarks, instructions or data provided, submitted or made available by or on behalf of the User;
- 9.1.3. the User's unlawful or negligent act or omission in connection with Authi Connect or the Portal; or
- 9.1.4. any allegation that the User's content, campaign, materials, trademarks, instructions or data infringe any third party right (including Intellectual Property Rights) or breach any Applicable Law.

9.2. **Authi IP Infringement Indemnity**

Subject to clauses 9.3 and 10 (Limitation of Liability), Authi will indemnify, and will keep indemnified, the User against any Third Party Claim alleging that the Authi Services infringe any third party Intellectual Property Rights. Authi will pay the User's reasonable legal costs and any amounts finally awarded by a court or agreed by Authi in settlement of that Third Party Claim.

9.3. **Indemnity Procedure**

- 9.3.1. The indemnified party must promptly notify the indemnifying party in writing of any Third Party Claim for which it seeks indemnification under this clause 9.
- 9.3.2. The indemnified party must provide reasonable cooperation (at the indemnifying party's cost) and all information reasonably requested to defend or settle the Third Party Claim.

- 9.3.3. The indemnifying party has sole control of the defence and settlement of the Third Party Claim, provided that the indemnifying party must not settle any Third Party Claim in a manner that imposes any liability on, or requires any admission of fault by, the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld or delayed).
- 9.3.4. If the indemnified party fails to comply with this clause 9.3, the indemnifying party's liability under this clause 9 is reduced to the extent the indemnifying party is materially prejudiced by that failure.

9.4. **Authi IP Indemnity – Exclusions**

Authi has no liability under clause 9.2 to the extent the Third Party Claim arises from:

- 9.4.1. any content, campaign, materials, trademarks, instructions or data provided by or on behalf of the User;
- 9.4.2. use of the Authi Services other than in accordance with the Agreement or Authi's written instructions/documentation;
- 9.4.3. any modification of the Authi Services not made by or on behalf of Authi; or
- 9.4.4. any combination of the Authi Services with goods, services, software, systems or data not provided by Authi, where the claim would not have arisen but for that combination.

9.5. **Authi IP Indemnity – Mitigation**

If the Authi Services are (or in Authi's reasonable opinion are likely to be) the subject of a Third Party Claim described in clause 9.2, Authi may, at its option and expense:

- 9.5.1. procure for the User the right to continue using the affected Authi Services;
- 9.5.2. modify or replace the affected part of the Authi Services so that it is non-infringing while providing materially equivalent functionality; or
- 9.5.3. if (a) and (b) are not commercially reasonable, terminate the affected Authi Services on written notice and refund any prepaid fees for the unused portion of the affected Authi Services.

9.6. **Cap applies**

Without limiting clause 10, each party's total aggregate liability under this clause 9 is subject to and included within the Liability Cap in clause 10.2.1.

9.7. **Exclusive remedy (IP)**

This clause 9.2 to 9.6 states the User's sole and exclusive remedy, and Authi's entire liability, for any Third Party Claim alleging infringement of Intellectual Property Rights by the Authi Services.

9.8. **Definition**

In this clause 9:

- 9.8.1. Authi Services means Authi Connect, the Portal, and any Authi software or technology provided by Authi to the User under the Incorporated Documents.
- 9.8.2. Third Party Claim means any claim, demand, action, suit or proceeding brought by a person who is not a party to the Incorporated Documents.
- 9.8.3. Intellectual Property Rights means all present and future rights anywhere in the world in relation to patents, copyright, trade marks, designs, trade secrets, confidential information, know-how and other intellectual property rights, whether registered or unregistered, and including applications and rights to apply for registration.

10. Limitation of Liability

10.1. Exclusions

To the maximum extent permitted by law, neither party is liable for indirect, consequential, or special damages.

10.2. Cap

10.2.1. Subject to clause 10.2.2, each party's total aggregate liability to the other party arising out of or in connection with the Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise) is limited to the total Fees paid or payable by the User to Authi under the Agreement in the 12 months immediately preceding the event giving rise to the claim.

10.2.2. The cap in clause 10.2.1 does not apply to:

10.2.2.1. the User's obligation to pay Fees properly due under the Commercial Terms;

10.2.2.2. liability that cannot lawfully be limited or excluded; or

10.2.2.3. fraud or wilful misconduct.

10.3. SLA Credits

Service credits under the SLA are the User's sole remedy for Authi's failure to comply with the SLA.

11. Assignment

11.1. Authi Assignment

Authi may assign or novate these Master Terms freely, including to affiliates or in connection with a merger, acquisition, or sale of assets.

11.2. User Assignment

The User may not assign or transfer these Master Terms without Authi's prior written consent.

12. Publicity

Neither party may issue public announcements or use the other party's name or logo without prior written consent.

13. Changes to Terms

13.1. Changes to Master Terms

Authi may update these Master Terms from time to time and will use reasonable endeavours to inform Users through the Portal. Continued use after the notice period constitutes acceptance. Authi will not, by unilateral update under this clause 13.1, change the Order of Precedence, or make any change to

pricing, contracted fees payable for the contracted period, billing mechanics, or the liability cap, unless the User expressly agrees in writing (including via acceptance within the Authi Portal).

13.2. **Updates to Incorporated Documents**

Authi may update an Incorporated Document by updating the Register (including the version/effective date). Unless a later date is stated, updates take effect 14 days after Authi gives notice (email/portal/in-product). Authi will not change pricing, contracted fees payable for the contracted periods, billing mechanics, or the liability cap via the Register.

Authi will not change pricing, contracted fees payable for the contracted period, billing mechanics, or the liability cap via an update to an Incorporated Document or the Register. Those items may only be changed by an updated Authi Connect User Agreement Sign Up Form or other written agreement.

14. **Governing Law and Disputes**

These Master Terms are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts.

15. **General**

The Agreement constitutes the entire agreement between the parties in relation to Authi Connect. If any provision is held unenforceable, it will be severed and the remaining provisions will remain in force. Waivers must be in writing. These Master Terms may be executed in counterparts and by electronic signature.