

Authi - Crowd

Commercial Terms

This document forms part of the Authi Crowd contractual framework and is subject to the Authi Crowd Master Terms and Conditions (the “Master Terms”). Matters including termination, suspension, liability, indemnities, assignment, dispute resolution, and governing law are governed exclusively by the Master Terms.

These Commercial Terms form part of the Authi Crowd Agreement between Authi Limited (“Authi”) and the User.

This document is Version 1 of this document, and is effective as of 8th January, 2026

1. Relationship to Other Terms

- 1.1. These Commercial Terms govern pricing, billing, payment, credits and refunds for User’s use of Authi Crowd via the Authi Portal (“Portal”).
- 1.2. User’s use of the Portal and Crowd is also subject to the Authi Portal Terms (the “Portal Terms”). If there is a conflict, these Commercial Terms prevail only to the extent of pricing, billing, payment, credits and refunds.

2. Definitions

- **Accepted Campaign** means a Campaign configuration that Authi has accepted for delivery (including by allowing it to run in the Portal), subject to clause 6.5.
- **Authi Crowd** means the network of distributed payment terminals, on which the User can run their content
- **User Agreement Sign Up Form** means the User Agreement Sign Up Form executed between Authi and the User (or accepted in the Authi Portal), which records any Discounted Rate and/or Spend Commitment and any other deal-specific commercial terms.
- **Billable Event** means an event that meets the criteria in the What Counts as Billable section.
- **Billing Period** means a calendar month (unless otherwise stated by Authi).
- **Campaign** means an advertising campaign configured by User in the Portal.
- **Consumer** means the end user, who interacts with the Content created by Users.
- **Content** means any material, information, or data created, supplied, or made available by a User for use on or through Authi Crowd in connection with a campaign or interaction, including text, images, branding, prompts, offers, rewards, and campaign configuration settings.
- **Discounted Rate** means the per-Interaction price agreed for the User and set out in User Agreement Sign Up Form (if any), excluding GST.
- **Interaction** means one Billable Event (one unit).
- **Interactive Content** means content requiring consumer input (e.g., tapping an answer).
- **Non-Interactive Content** means content not requiring consumer input (e.g., QR code display).
- **Rate Card** means Authi’s standard pricing for Users of the Portal before any discounts (i.e., the list price applicable absent a Discounted Rate).
- **Spend Commitment** means an optional minimum spend amount over a fixed term that (if agreed) is recorded in Authi Crowd User Agreement Sign Up Form.
- **User** means an entity that accesses and uses Authi Crowd via the Portal to run Campaigns (typically an advertiser).

3. What Counts as Billable

- 3.1. Interactive Content (billable): a Billable Event occurs when a Consumer taps an answer on User-provided Interactive Content.
- 3.2. Interactive Content (not billable): if a Consumer skips the content without interacting, it is not billable.
- 3.3. Non-Interactive Content (billable): a Billable Event occurs when Non-Interactive Content is displayed to the Consumer and remains on screen, un-skipped, for more than 5 seconds.
- 3.4. Fraud / errors excluded: Authi will exclude from billing Interactions that Authi determines (acting reasonably) are attributable to fraud (including by Consumers or merchants), invalid activity, or system/measurement errors.

4. Pricing

- 4.1. Rate Card Price: The Rate Card Price is NZD \$4.00 per Interaction (excluding GST), unless changed under the Rate Changes section.
- 4.2. Discounted Rate: If a Discounted Rate applies, User will be charged the Discounted Rate (not the Rate Card Price) for the period and on the terms set out in User Agreement Sign Up Form.
- 4.3. Reward included: Any consumer reward made available as part of the Authi experience (e.g., "\$1 off") is included in the per-Interaction price (Rate Card Price or Discounted Rate), unless Authi states otherwise in writing.
- 4.4. GST: All prices are exclusive of GST. GST will be added where applicable.

5. Optional Spend Commitments

- 5.1. No commitment required: User may use Authi Crowd with no Spend Commitment.
- 5.2. If agreed: If the Parties agree a Spend Commitment, it will be recorded in Authi Crowd User Agreement Sign Up Form, including:
 - 5.2.1. Commitment Amount (NZD \$[]).
 - 5.2.2. Commitment Term ([] months starting []).
 - 5.2.3. Discounted Rate (NZD \$[] per Interaction, excluding GST).
- 5.3. No monthly minimum: Unless expressly stated in User Agreement Sign Up Form, a Spend Commitment does not impose a monthly minimum.
- 5.4. Unused commitment forfeits: If User does not use the full Spend Commitment by the end of the Commitment Term, any remaining unused committed amount is forfeited. Authi may, at its discretion, allow some or all unused committed amount to roll over, on terms notified by Authi in writing.

6. Campaign Controls, Pacing, and Delivery

- 6.1. Spend caps: User may apply monthly spend caps in the Portal.
- 6.2. Campaign budgets: Campaign-level spend limits are set by User directly in the Portal.
- 6.3. Pacing controls: User controls pacing at a topline level in the Portal (e.g., Campaign start/end dates and whether Interactions should be spread across that window or delivered as fast as possible).

- 6.4. Authi delivery responsibility: Authi is responsible for delivering Accepted Campaigns in accordance with User's configured pacing and caps, subject to the Acceptance gate and If accepted, deliver the Accepted Campaign in accordance with the clauses below.
- 6.5. Acceptance gate: Authi may reject, pause, or require modification to any Campaign configuration that Authi reasonably believes cannot be delivered as configured (e.g., unrealistic volume/time/location constraints).
- 6.6. If accepted, deliver: If a Campaign runs as an Accepted Campaign, Authi will deliver it as configured, unless prevented by:
 - 6.6.1. User wrongdoing, breach, or unlawful content;
 - 6.6.2. force majeure or material third-party outages outside Authi's reasonable control;
 - 6.6.3. fraud/invalid activity mitigation; or
 - 6.6.4. compliance actions required by law or regulation.
- 6.7. Underdelivery credit (150%): If Authi fails to deliver an Accepted Campaign for reasons other than those listed above, Authi will provide the User with a credit equal to 150% of the fees attributable to the under-delivered portion of that Accepted Campaign. Underdelivery shall be solely determined by Authi by comparing the performance of the Accepted Campaign with any applicable benchmarking
- 6.8. Credit application and measurement:
 - 6.8.1. The credit will be applied as an account credit against future invoices (unless Authi agrees otherwise).
 - 6.8.2. Under-delivered portion means the difference between (i) the Interaction quantity (or equivalent spend) that was agreed for delivery within the Campaign's flight dates and (ii) the Interactions actually delivered within those flight dates, measured using Authi's reporting in the Measurement, Reporting, and Audit Trail section.
 - 6.8.3. Where the agreed quantity/spend is not explicit, Authi and User will act reasonably to determine the intended deliverable based on the Campaign configuration and constraints (including caps and pacing).

7. Measurement, Reporting, and Audit Trail

- 7.1. System of record: Authi's reporting in the Portal is final for billing purposes.
- 7.2. Exportability: Portal reporting can be exported to Interaction level, including merchant-verified invoice numbers where available.
- 7.3. Disputes: User must notify Authi of any billing dispute within 30 days of invoice date, with sufficient detail to investigate. Undisputed amounts remain payable on time.

8. Billing and Payment

- 8.1. Invoicing: Authi invoices monthly in arrears, based on Interactions recorded for the Billing Period.
- 8.2. Payment term: Invoices are payable within 14 days of invoice date.
- 8.3. Payment method: Payment by bank transfer to the account specified on the invoice.
- 8.4. Late payment: If payment is overdue, Authi may:

- 8.4.1. charge default interest at 1.5% per month (or the maximum allowed by law, if lower), calculated daily;
- 8.4.2. recover reasonable costs of collection (including legal fees); and
- 8.4.3. suspend Campaign delivery and/or Portal access until amounts are paid.

9. Credits, Refunds, and Make-Goods

- 9.1. Credits: Authi may issue credits at its discretion and must issue credits where required under the Underdelivery credit clause.
- 9.2. Refunds (case-by-case): Refunds may be provided only on a case-by-case basis where Authi determines Authi did something wrong or did not meet reasonable expectations for delivery of an Accepted Campaign.
- 9.3. No refunds for content quality: User is responsible for its content. No refunds are available due to Authi's determination, and its sole discretion, of poor creative performance, low engagement, or ineffective content when measured against applicable Benchmarking.
- 9.4. Sole commercial remedy: To the extent permitted by law, credits/make-goods/refunds (if any) are the User's sole commercial remedy for delivery/billing issues.

10. Rate Changes

- 10.1. Rate Card changes: Authi may change the Rate Card Price on 30 days' notice via the Portal or written notice.
- 10.2. Discount lock (if commitment): If Authi Crowd User Agreement Sign Up Form specifies a Discounted Rate for a fixed Spend Commitment term, that Discounted Rate remains locked for that term, unless the Parties agree otherwise in writing.
- 10.3. No commitment: If no Spend Commitment applies, the applicable per-Interaction rate is the current Rate Card Price (as varied under the Rate Card changes clause).

11. Taxes

- 11.1. User must pay all applicable taxes. Authi will add GST where required and will provide GST invoices.

12. Authi Crowd User Agreement Sign Up Form executed separately

- 12.1. Any Discounted Rate, Spend Commitment, and any other deal-specific commercial terms (if any) are set out in an Authi Crowd User Agreement Sign Up Form executed separately between Authi and the User (or accepted in the Authi Portal).
- 12.2. If there is any inconsistency, the order of precedence in the Master Terms applies.