

Tether Management App End User Licence Agreement

Welcome to the Tether Management app (the **Tether App**), an application that enables the monitoring and management of properties. The Tether App has a number of different features that you may be able to access and use, depending on the permissions we have granted to you and any other agreements you have with us.

Sensor Management

The Tether App connects to sensor devices installed in your building which detect various measurements relating to environmental quality and energy efficiency (**Tether Sensors**). Where we have agreed to provide you with Tether Sensors, the Tether App can be used to manage the lifecycle of the Tether Sensors, including installation, maintenance, and removal (as applicable).

Tether Tick Compliance

Tether Tick Compliance is an online tool designed to enable the assessment of a property to determine its performance against the 5 key standards of a healthy home – Insulation, Heating, Ventilation, Draught Stopping and Moisture Ingress & Drainage (the **Healthy Home Standards**) as prescribed by the Residential Tenancies (Healthy Homes Standards) Regulations 2019. The Tether App allows you to assess the property by answering a set of questions about the interior and exterior of the property, designed to determine performance against the Healthy Home Standards (the **Assessment**). The results of the Assessment can be used by you to record the property's level of compliance with the Healthy Home Standards (the **Healthy Home Results**).

This End User Licence Agreement (this **Agreement**) is a legal agreement between you (the user) and us (Tether Limited, the company behind Tether) that sets out our, and your, rights and obligations in relation to the Tether App, the Assessment and the Healthy Home Results (as applicable), and the data collected by us.

You can contact us at support@tether.co.nz for more information about Tether.

Please read this Agreement carefully before using the Tether App. **In particular, please ensure you have read and understood section 5, which sets out the limitations applying to your use of and reliance on the Tether App, Assessment and Healthy Home Results.**

By registering, logging on or otherwise using the Tether App, you agree to follow and be bound by this Agreement. If you do not agree to all of the terms in this Agreement, you must not use the Tether App.

We may change this Agreement at any time. Changes will be effective when we notify you of the changes through, or post the changes on, the Tether App (including by push notification), our website, email or otherwise. You agree that your continued use of the Tether App represents your agreement to be bound by the most recent terms.

1. Your use of the Tether App

- 1.1 We grant you the right to access and use the Tether App solely for your own use and on a device that you own or control, on the terms of this Agreement.
- 1.2 You agree that:
 - (a) the Tether App will only generate Healthy Home Results if you input all data and follow all other instructions as required by the Tether App;
 - (b) the Tether App will not work if it is out of network range or not connected to the internet by a Wi-Fi or mobile telecommunications network;

- (c) you are solely responsible, at your cost, for procuring and maintaining your network connections and telecommunications links for your device;
 - (d) you will comply with all applicable laws and any other terms you have agreed to (for example with your telecommunications service provider) applying to your use of the Tether App and your activities under this Agreement;
 - (e) you will keep logins and passwords for your access and use of the Tether App confidential and ensure you are the only person to access and use the Tether App through use of your login details;
 - (f) you are fully responsible for all activities that occur under your account and agree to immediately change your password in the event of any breach of security;
 - (g) we may disable your login account if we discover that your login details have been provided to any third party; and
 - (h) you may be automatically logged out of the Tether App after a period of time of inactivity and, if so, you will be required to log in again to access and use the Tether App.
- 1.3 You will not access, store, distribute or transmit any viruses through the Tether App, and we may, without liability to you, disable your access to the Tether App if you are in breach of this clause.
- 1.4 You agree you will not:
- (a) copy, modify, duplicate, create derivative works from, republish, display, transmit, or distribute all or any part of the Tether App or the Assessment in any form or media or by any means;
 - (b) decompile, disassemble, reverse engineer or take similar action in relation to all or any part of the Tether App or Tether Sensors;
 - (c) access all or any part of the Tether App, Tether Sensors, Assessment or Healthy Home Results in order to build a product or service which competes with the Tether App;
 - (d) use the Tether App, Tether Sensors, Assessment or Healthy Home Results to provide services to anyone else;
 - (e) attempt to undermine the integrity or security of the Tether App, Tether Sensors, or our, or anyone else's, systems, networks or resources used to provide the Tether App and Tether Sensors.
- 1.5 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Tether App and, in the event of any such unauthorised access or use, promptly notify us.
- 1.6 We can terminate this Agreement if you breach any of its terms. If we terminate this Agreement you will immediately cease to use the Tether App.

2. Changes to the Tether App

- 2.1 You acknowledge that we may upgrade and update the Tether App and that the Tether App is continually evolving. You may be required to install upgrades and updates to the Tether App or to upgrade the device you use to access the Tether App (or the operating system running on that device) to continue to use the Tether App.
- 2.2 Although we use reasonable efforts to ensure that any upgrades and updates do not cause any problems in your use of the Tether App, our liability to you to the extent that problems arise from such upgrades and updates is limited in accordance with clause 5 of this Agreement.
- 2.3 We reserve the right to modify, discontinue or restrict access to the Tether App (or any part of it), temporarily or permanently with or without notice to you. To the maximum extent permitted by law, you agree that we will not be liable to you or to anyone else for any modification, restriction, suspension or discontinuance of the Tether App.

3. **Property Data and Personal Information**

- 3.1 The Tether Sensors collect data relating to the environmental quality and energy efficiency of your property, and to use the Tether Tick Compliance feature and complete the Assessment, you will need to input data relating to your property, and data will be generated by the Tether App relating to your property, including the Healthy Home Results (**Property Data**). You will also be required to enter information about yourself to register an account and access the Tether App (**Your Data**).
- 3.2 While we will take reasonable measures against the accidental loss, destruction or damage of the Property Data and Your Data, to the extent permitted by law, we will not be responsible for any loss, destruction, alteration or disclosure of the Property Data or Your Data and you should ensure that you back-up any important information included in the Property Data in a separate location on a regular basis. We may (at our discretion or in accordance with any separate agreement with have with you) make Property Data available to you via our API, a generated report or an integration with another software platform.
- 3.3 We will comply with our obligations under the Privacy Act 2020 in respect of any personal information we collect from you. We will deal with any personal information in accordance with our Privacy Policy accessible [here](#).
- 3.4 Subject to clause 3.3 above, you agree that we will be free to use Property Data for any purpose, commercial or otherwise, including for data analysis and research purposes, and that we will be free to provide Property Data, and grant such use rights, to our business partners and other third parties (as long as we comply with this Agreement and our legal obligations). For example, we may:
- (a) provide the Property Data (and information and insights in relation to the Property Data) to you, your landlord and/or property manager;
 - (b) pass Property Data to third party service providers we use to provide the Tether solution (including local or overseas data centre and outsourcing providers);
 - (c) use Property Data to improve or enhance the Tether solution and our other products and services; and
 - (d) use Property Data to perform research and data analysis.
- 3.5 You confirm that you have all rights in relation to the Property Data and Your Data that are necessary to grant us the rights to use it in accordance with this Agreement.

4. **Intellectual Property Rights**

- 4.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Tether App, Tether Sensors, the Assessment and the Healthy Home Results, and all other Tether products and services, and you are not granted any rights to any of them other than as expressly provided in this Agreement.

5. **Warranties and Liability**

- 5.1 Where the Tether App, Tether Sensors, Assessment and Healthy Home Results are supplied and acquired "in trade", you and Tether agree to contract out of the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A, 13, and 14(1) of the Fair Trading Act 1986 in respect of the Tether App, Tether Sensors, Assessment and Healthy Home Results.
- 5.2 To the extent you are a consumer, you have various rights under New Zealand Consumer Guarantees Act 1993 ("**CGA**") which we cannot exclude in this Agreement. Nothing in the following paragraphs is intended to limit those rights, but we exclude all other implied terms to the fullest extent permitted by law.
- 5.3 The Tether App, Assessment and Healthy Home Results are provided on an "as is" basis and we do not promise that:
- (a) your use of the Tether App will be uninterrupted or error-free;
 - (b) the Tether App, Assessment or Healthy Home Results will meet your requirements;
- or

- (c) the Tether App will be free from viruses, malware or other malicious software.
- 5.4 Although we try to ensure that information provided via the Tether App is accurate, complete and current, we do not provide any representations or warranties about the accuracy, completeness or currency of information, and we are not responsible or liable for any inaccurate, incomplete, or out-of-date information on, or obtained through, the Tether App.
- 5.5 You acknowledge and agree the following limitations on the Assessment and the Healthy Home Results:
- (a) the Healthy Home Results rely on the data you input as part of the Assessment and are not a guarantee or assurance, nor intended to be and cannot be considered or relied upon as a guarantee or assurance, of the property's compliance with the Healthy Home Standards or other applicable law;
 - (b) the Healthy Home Results are not a structural, building, electrical, asbestos or methamphetamine report, nor do they focus specifically on any aspect of the property assessed other than the Healthy Home Standards;
 - (c) the information and any statements contained in the Healthy Home Results are solely for the purpose of demonstrating a property's compliance with the Healthy Home Standards. You will not interpret or use the Healthy Home Results in any other manner (including but not limited to the existence of any defects or the soundness of the structure);
 - (d) the Healthy Home Results are provided to you only and we are not liable to any third party that relies on the Healthy Home Results for any reason.
- 5.6 You agree that, to the maximum extent permitted by law, we will not be liable to you for any form of loss, damage or injury, regardless of cause or origin, on any basis whatsoever (including but not limited to breach of contract, warranty, negligence, strict liability in tort or otherwise), arising out of or in connection with this Agreement. If, notwithstanding the foregoing, we have any liability to you for any form of loss or damage, then to the maximum extent permitted by law, our maximum aggregate liability to you will not exceed the amount you have paid us for the Tether App and Healthy Home Results.
- 5.7 Without limiting clause 5.6, you agree that we are not liable for any loss of profits, loss of income, loss of data or any indirect, consequential or special losses you incur in connection with this Agreement.
- 5.8 You acknowledge that:
- (a) we may rely on the provision of services by third parties (including data centre, electricity, telecommunications and outsourcing providers) to make the Tether App available to you (**Third Party Providers**) and the Tether App may be subject to limitations, delays and other problems inherent in the use of services provided by Third Party Providers;
 - (b) to the maximum extent permitted by law, we will not be responsible for any loss or damage arising in connection with any services provided by Third Party Providers, or resulting from the transfer of data over communications networks and facilities, including the internet.
- 5.9 You will indemnify us against all costs, losses, expenses and damages incurred in connection with any claims against us resulting from your use of the Tether App, Assessment or Healthy Home Results (except to the extent such claims are caused directly by our negligence or wilful misconduct).

6. **Fees and Payment**

- 6.1 Certain features or functionality of the Tether App may only be available to you upon purchase. You agree to pay for any and all such features provided through the App that are requested by you, either via the App, the applicable app store, or as agreed between us in a separate agreement.

- 6.2 Tether will charge, and you will pay, a fee for each set of Healthy Home Results we provide in relation to each property you set up on the Tether App, as agreed by us in a separate agreement.
- 6.3 All purchases made through or in relation to the Tether App are final and non-refundable, to the extent permitted by law.

7. **General**

- 7.1 This Agreement is the entire agreement between you and us in relation to the Tether App and supersedes any previous understanding or agreements between us about the Tether App.
- 7.2 If any part of this Agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this Agreement will continue to operate.
- 7.3 This Agreement is governed by and construed in accordance with the laws of New Zealand.
- 7.4 If you wish to take any action against us in respect of the Tether App and/or this Agreement, you agree to commence any such action in the New Zealand courts, which will have exclusive jurisdiction.

8. **Apple Device Terms (where applicable)**

- 8.1 This clause 8 applies to you only if you use an Apple device (e.g.: iPhone, iPad) to access the Tether App.
- 8.2 We acknowledge and agree that your use of the Tether App may be accessed and used by other accounts associated with you via Apple's "Family Sharing" feature or volume purchasing.
- 8.3 You and we both acknowledge and agree that:
- (a) this Agreement is concluded solely between you and us, and not with Apple, and Apple is not responsible for the Tether App and its content;
 - (b) any maintenance or support that may be offered by us in connection with the Tether App is solely our responsibility and Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Tether App;
 - (c) in the event of any failure of the Tether App to conform to any applicable warranty, you may notify Apple, and request a refund of the purchase price (if any) you paid for the Tether App through Apple's App Store. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Tether App;
 - (d) Apple is not responsible for addressing any claims by you or any third party relating to the Tether App or your possession and/or use of the Tether App. In the event of any third party claim that the Tether App or your possession and use of it infringes that third party's intellectual property rights you should contact us as Apple will have no responsibility for the investigation, defence, settlement and discharge of any such intellectual property infringement claim;
 - (e) Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary;
 - (f) except as provided in clause 8.3(c), any questions, complaints or claims with respect to the Tether App should be directed to us at the following address:
support@tether.co.nz
- 8.4 You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.