

authorDOCS Terms and Conditions

These Terms apply to you when you are using or accessing authorDOCS, and set out how you may use and access authorDOCS.

By downloading, installing or using authorDOCS, and/or creating a User Account, you agree to these Terms and enter into a legally binding agreement with McCarthyFinch. If you do not agree to any of these Terms, you must not download or use authorDOCS.

These Terms are subject to any other written agreement between you and McCarthyFinch and/or any McCarthyFinch policy that is made available and applicable to you. This includes our [Privacy Policy](#).

1. GRANT OF RIGHTS

1.1 McCarthyFinch grants you access to, and use of, authorDOCS subject to and in accordance with these Terms.

2. DEFINITIONS

2.1 In these Terms, the following expressions have the meanings set out below:

- (a) **authorDOCS** means the Microsoft Word add-in, connector or other software application made available by McCarthyFinch for download on the Microsoft Office Store or otherwise.
- (b) **Company User** means a User that is accessing and using authorDOCS as the employee or contractor of a company, where such company has authorised such access and use.
- (c) **Documentation** means such documentation, manuals and other information as provided to you by McCarthyFinch through authorDOCS.
- (d) **Intellectual Property Rights** means any current and future intellectual property rights whether registered or unregistered, including copyrights, design rights, trade marks, trade names, domain names, rights in logos and get-up, patents, inventions, confidential information and know-how, all rights in computer software, privacy, data and databases.
- (e) **McCarthyFinch, us, we, our** means MEGV (GP) Limited (NZBN 9429045950582) or any of its related parties.
- (f) **Packs** means the packages of additional authorDOCS features, access rights and/or related services. The Packs are set out on authorDOCS, Microsoft Office Store or the McCarthyFinch Website (mccarthyfinch.com) from time to time.
- (g) **Plans** means the packages of specific authorDOCS features, access rights and/or related services. The Plans are set out on authorDOCS, Microsoft Office Store or the McCarthyFinch Website (mccarthyfinch.com) from time to time.
- (h) **Price** means the amount payable by you for your access to authorDOCS and any other related services you purchase. The Price is as set out on authorDOCS, Microsoft Office Store or the McCarthyFinch Website (mccarthyfinch.com) from time to time.
- (i) **Privacy Policy** means McCarthyFinch's Privacy Policy accessible at <https://www.mccarthyfinch.com/privacy> as may be amended from time to time.
- (j) **Registration** means the registration process that must be completed by a User in accordance with authorDOCS' requirements and **Registered** has a corresponding meaning.
- (k) **Technology** means the proprietary artificial intelligence software platform developed by McCarthyFinch to automate a range of processes, including but not limited to document review, compliance, drafting, discovery, research and triage.
- (l) **Terms** means these terms and conditions, and includes any amendments made in accordance with these terms and conditions.
- (m) **User** means a person or other entity who is a user of authorDOCS and who has created a User Account.
- (n) **User Account** means an individual user account created in accordance with the requirements of authorDOCS.

(o) **User Content** means any content that is submitted or uploaded to us through a User's use of authorDOCS.

(p) **You and your** is a reference to a User.

3. **INTERPRETATION**

3.1 In these Terms:

- (a) unless the context requires otherwise, capitalised terms shall have the meanings given to them in clause 2.1, or as set out in context;
- (b) a person includes any natural person, body corporate, unincorporated association or partnerships;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a clause or schedule, unless the context otherwise requires, is a reference to a clause or schedule of these Terms; and
- (e) any reference to legislation is a reference to New Zealand legislation and shall be construed as referring also to any amendment or re-enactment (whether before or after the date of these Terms).

4. **REGISTRATION AND ELIGIBILITY**

4.1 **Creating your User Account and Profile**

- (a) If you wish to access authorDOCS, you must create a User Account.
- (b) You may only create a User Account if you:
 - (i) are at least 18 years old;
 - (ii) are not a resident of a country in the European Union;
 - (iii) provide accurate, complete and truthful information as required by the User Account creation process;
 - (iv) provide a valid email address and password; and
 - (v) subject to the provisions contained in our Privacy Policy, consent to us contacting you about your User Account and your User profile (including to verify the personal information that you have provided to us in your User Account and User profile) or your use of authorDOCS.

4.2 **Registration**

In order to access authorDOCS you must:

- (a) have a User Account;
- (b) provide all the information required by McCarthyFinch to complete your User profile; and
- (c) complete Registration.

If Registration is not successfully completed, you will not be permitted to access authorDOCS.

4.3 **User Account Security**

- (a) It is your responsibility to maintain the confidentiality and security of any information that may be used to access your User Account, including your password.
- (b) Importantly, you agree that you will:
 - (i) not share your password, login information or other security related information with any other person that may allow them to access your User Account;
 - (ii) not permit any other person to use or access your User Account or login information;
 - (iii) notify McCarthyFinch if there has been, or you suspect there will be any unauthorised use of your User Account; and
 - (iv) only create one User Account, and not register as a User under multiple personas (whether false or not).

5. **PAYMENT**

5.1 Where appropriate you will be invoiced for the Price monthly in arrears on the last day of each month.

5.2 You acknowledge that McCarthyFinch may change the Price on no less than 30 days' notice by putting notice of such change on authorDOCS. If you do not accept the new Price, you may terminate your User Account on 30 days' written notice to McCarthyFinch.

5.3 You will pay all undisputed invoices in full no later than 30 days after the invoice is issued.

5.4 You must pay interest on any late payments at the rate of 5% per annum.

5.5 **TERMINATION**

5.6 You may at any time, for any reason, close your User Account. This does not entitle you to a refund for any Packs or Plans you have already purchased.

5.7 McCarthyFinch may:

- (a) terminate this Agreement at any time without notice by terminating the User's access to authorDOCS; and/or
- (b) refuse to create a User Account for you, or close your User Account and terminate, suspend or modify your access to authorDOCS without giving any prior notice to you at our discretion.

5.8 Without limiting the foregoing, McCarthyFinch may terminate, suspend or modify a User's use of a User Account and authorDOCS in the following circumstances:

- (a) McCarthyFinch receives a serious complaint or multiple complaints about a User from any other person;
- (b) you breach these Terms;
- (c) you impersonate another person;
- (d) McCarthyFinch considers any conduct by you (whether or not that conduct is related to authorDOCS) puts authorDOCS, the Technology or other Users at risk; and/or
- (e) McCarthyFinch considers, in its reasonable opinion, that your act or omission may bring McCarthyFinch into disrepute or adversely affect McCarthyFinch's reputation or image.

5.9 Upon termination or expiry of your User Account for any reason, you will no longer be granted any rights to access or use authorDOCS.

6. **PACKS AND PLANS** McCarthyFinch reserves the right to change what is provided in the Packs and Plans from time to time.

7. **DOCUMENTATION**

7.1 McCarthyFinch grants you a limited, revocable, non-exclusive licence for the duration of these Terms to use the Documentation to configure and use authorDOCS in accordance with these Terms.

8. **INTELLECTUAL PROPERTY**

8.1 You acknowledge that McCarthyFinch (and/or its suppliers and licensors) own all Intellectual Property Rights in and to authorDOCS, the Technology, the Documentation and the software and other material, underlying and forming part of authorDOCS.

8.2 McCarthyFinch reserves all right, title and interest not expressly granted under these Terms to the fullest extent possible under applicable laws. In particular, you acknowledge that nothing in these Terms shall grant you any rights to the Technology or any improvements in or to the Technology, including any right to access and/or use the Technology.

8.3 You acknowledge and agree that any improvement, modification or development of the Technology arrived at through your access to and/or use of authorDOCS or otherwise will be owned exclusively by McCarthyFinch (**New IP**). If any New IP vests in or is owned by you, you hereby assign all right, title and interest in and to those Intellectual Property Rights to McCarthyFinch, and shall do all such acts and execute such documents as may be necessary to vest all New IP in McCarthyFinch.

8.4 You hereby grant McCarthyFinch a non-exclusive, irrevocable, perpetual, royalty free license to use User Content, without limit in time, solely for the purpose of developing, improving, using and commercialising the Technology. You warrant and represent that you have full rights and authority to grant the licence set out in this clause 8.4.

9. **AUTHORDOCS USE RULES**

9.1 **Your Obligations**

When you use authorDOCS, you agree that you will:

- (a) comply at all times with New Zealand law;
- (b) not interfere with another User's use and enjoyment of authorDOCS;
- (c) not interfere with or attempt to impair McCarthyFinch's computer systems or transit software viruses, worms, other harmful files or other malware;
- (d) not use a robot, spider, scraper or other unauthorised automated means to access authorDOCS, the Technology or any content shown on authorDOCS;

- (e) not attempt to undermine the security or integrity of authorDOCS or gain unauthorised access to any part of authorDOCS or the Technology, including attempting to gain access to a User Account other than yours;
- (f) keep information that you provide to McCarthyFinch current (including but not limited to your contact details);
- (g) work around any technical limitations in authorDOCS;
- (h) not reverse engineer, decompile, or disassemble authorDOCS;
- (i) not make more copies of authorDOCS than specified in this Agreement; or
- (j) not publish or otherwise make authorDOCS available for others to copy; or rent, lease or lend authorDOCS.

10. SERVICE LIMITS, DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 10.1 You acknowledge and agree that any information you rely on using authorDOCS (including any output that is created through your use of authorDOCS) is entirely at your own risk. You are solely responsible for the actions you take in reliance of the information available on or accessed through authorDOCS.
- 10.2 You acknowledge and confirm that McCarthyFinch is not a lawyer and authorDOCS is a drafting and reviewing tool, not a legal service.
- 10.3 Subject to clause 12, McCarthyFinch has no responsibility and liability for:
- (a) the conduct of Users including, without limitation, no responsibility for Users who have created a User Account under false pretences and act fraudulently;
 - (b) any act, omission, representation or breach of any duty at law by any other User;
 - (c) the accuracy, reliability, completeness and correctness of any information (including any data, images, opinions, advice, representations and descriptions) displayed, stored, described or contained on authorDOCS or provided during the course of using authorDOCS.
- 10.4 You acknowledge that authorDOCS is provided on an “as is” “with all faults” “as available” basis. To the maximum extent permitted at law, McCarthyFinch disclaims and excludes all implied conditions or warranties relating to authorDOCS. Without limiting the foregoing McCarthyFinch does not:
- (a) give any warranties of merchantability, fitness for a particular purpose and non-infringement;
 - (b) warrant that authorDOCS will be compatible with your equipment; or
 - (c) warrant that authorDOCS will be free from errors, loss, destruction, interruption, corruption (including corruption of data), or that authorDOCS will be timely or secure,
- provided always that nothing in this clause will limit any rights that you have under clause 12.
- 10.5 Subject to clause 12, McCarthyFinch will not be liable or responsible for any damages arising from the use of (or inability to use) authorDOCS, including any loss, costs or damages arising from any:
- (a) corruption or loss of data or other information;
 - (b) malware that may be transmitted to your computer by use of authorDOCS;
 - (c) interruption, suspension or discontinuance of authorDOCS; or
 - (d) time delays or time differences between the time shown and recorded on the McCarthyFinch systems and the time shown and recorded on your own computer or mobile device and systems (as the date and time that you see when you use authorDOCS is based on the date and time settings of your own computer or mobile device).
- 10.6 Except as required by law, McCarthyFinch will not be liable for any indirect, consequential loss or special damages, loss of profit or any costs, expenses or other claims whatsoever for any consequential compensation (and whether caused by the negligence of McCarthyFinch, its employees or agents or otherwise) which arise out of, or in connection with any breach of contract (being these Terms), equity, common law, statutory duty or by reason of any representation, implied warranty or other condition.
- 10.7 Under no circumstance will McCarthyFinch be liable to any third party for any loss, cost, damages, compensation or any other claim whatsoever arising out of or in relation to your use of authorDOCS, any actions you take in reliance on the information available on or accessed through authorDOCS, or otherwise in connection with the performance or non-performance of your obligations under these Terms.
- 10.8 To the extent permitted by law, McCarthyFinch’s maximum aggregate liability to you arising out of or in connection to these Terms, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the fees paid by you to McCarthyFinch during the twelve (12) months preceding

the act, omission or occurrence giving rise to such liability.NZ\$200. This applies even if McCarthyFinch knew or should have known about the possibility of the damages.

10.9 Nothing in this clause 10 will limit any rights that you have under clause 12.

11. INDEMNITY

You will indemnify McCarthyFinch from and against any loss, cost, damage or expense of any nature whatsoever suffered or incurred by McCarthyFinch arising out of:

- (a) your breach of these Terms;
- (b) any claim that the User Content infringes the Intellectual Property Rights of any third party or is otherwise not provided in accordance with these Terms (including that the User Content or any part of it is not authorised to be licensed to us, or is false, misleading, deceptive, inaccurate and/or misrepresentative); and
- (c) any claim by a third party in relation to your use of authorDOCS, the performance or non-performance of your obligations under these Terms, or any actions you take in reliance on the information available on or accessed through authorDOCS.

12. TERMS THAT DO NOT APPLY

If you are a “consumer” for the purposes of the Fair Trading Act 1986 and Consumer Guarantees Act 1993, nothing in these Terms is intended to limit any rights or remedies that you may have under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993.

13. PRIVACY

These Terms are subject to the Privacy Policy, which governs the use of Users’ personal information. By using authorDOCS, you agree and consent to the collection, use, storage, disclosure and distribution of your personal information in accordance with the Privacy Policy.

14. AUDITING AND MONITORING

As part of any McCarthyFinch compliance program (to manage compliance with these Terms and any law or requirement by any authority), McCarthyFinch reserves the right to:

- (a) review, audit and monitor (manually or through automated means) your use of authorDOCS;
- (b) take any action McCarthyFinch deems appropriate in its sole discretion in accordance with its policies, including suspending or terminating any User Account, editing, removing or blocking any content that McCarthyFinch deems inappropriate or unacceptable, and in the case of any illegal or suspected illegal activity, reporting any matters to the appropriate authority; and
- (c) access, collect, preserve or disclose information about you and your use of authorDOCS (including any communications and content you submit) as is necessary to:
 - (i) comply with any legal process;
 - (ii) enforce these Terms;
 - (iii) respond to any claims or complaints about any content you submit, or any acts or omissions by you;
 - (iv) respond to customer service requests; and
 - (v) protect the rights, property, safety of McCarthyFinch, any user or the public.

15. GENERAL TERMS

15.1 McCarthyFinch has no liability to you for any lack of performance, unavailability or failure of authorDOCS, or failure to comply with these Terms or where the same arises from any cause reasonably beyond the control of McCarthyFinch.

15.2 Where you are a Company User, you warrant that you have the full authority of the relevant company to accept these Terms on that company’s behalf and that by accepting these Terms, the company agrees to be bound by these Terms as if it was the User, *mutatis mutandi*.

15.3 McCarthyFinch may provide you with notices, including notices relating to these Terms by way of electronic communications, including by email or other electronic communication on authorDOCS.

15.4 If McCarthyFinch does not exercise or enforce any rights available to McCarthyFinch under these Terms that does not constitute a waiver of those rights.

15.5 You may not assign, transfer and/or subcontract any of your rights under these Terms.

- 15.6 If any provision contained in these Terms is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms will remain in full force and effect and will not in any way be impaired.
- 15.7 For any questions about authorDOCS, please contact McCarthyFinch's Compliance Officer:
Email: contact@mccarthyfinch.com
- 15.8 Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of the Price due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.
- 15.9 These Terms are governed by New Zealand law, and the parties agree that the courts of New Zealand shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms. You will not be entitled and hereby waive your right to claim that New Zealand is an inconvenient forum for any such dispute.