

Privacy policy & Website Terms of Use

Introduction

Ambit AI Limited, a New Zealand company (company number 6262668) (*we, us, our*) complies with the New Zealand Privacy Act 2020 (*NZ Privacy Act*) and other applicable privacy laws when dealing with personal information. Personal information is information about an identifiable individual (a natural person).

This policy sets out how we will collect, use, disclose and protect personal information. This policy does not limit or exclude any of your rights under applicable law.

Changes to this policy

We may change this policy by uploading a revised policy onto our website at <https://www.ambit.ai/>. The change will apply from the date that we upload the revised policy.

When does this privacy policy apply

This privacy policy applies to personal information we collect from visitors to our website, our customers and other persons with whom we deal directly.

Users of our Services may collect and/or provide us with Chatter Data and Content (as those terms are defined in our Master Subscription Agreement (available at <https://www.ambit.ai/master-subscription-agreement>) (*MSA*)). Chatter Data and Content may include personal information.

Our customers determine what and how they collect, use, disclose and transfer personal information that is Chatter Data and Content. This means that our customers' collection and use of that personal information is governed by their privacy policy and practices, not ours. For the purposes of the European Union General Data Protection Regulation (*GDPR*) and the equivalent laws of the United Kingdom (*UK GDPR*), our customers are the data controller when storing or otherwise processing that personal information and we are the data processor. For the purposes of the NZ Privacy Act, we are our customers' agent.

We only process personal information that forms part of Chatter Data and Content as authorised by our customers in our MSA and/or other agreements with our customers that govern the processing of Chatter Data and Content (as applicable) (*Customer Agreements*).

We require our customers to comply with applicable privacy laws when collecting personal information through the use of our Services, and to arrange all consents and approvals that are necessary for us to collect, use, hold and process that personal information in accordance our Customer Agreements.

Where we receive personal information through our customers' use of the Services, we will not use that information except to provide our Services to our customers.

Unless required otherwise under applicable law, if we receive any request or enquiry relating to personal information that is Chatter Data and/or Content, we will forward this request to our relevant customer.

The remainder of this privacy policy does not apply to personal information that is Chatter Data or Content.

Who do we collect your personal information from

We collect personal information about you from you, when you provide that personal information to us, including via the website and any related service, through any registration or subscription process, through any contact with us (e.g. telephone call or email), or when you buy or use our services and products

We collect information from third parties where you have authorised this or the information is publicly available. This includes collecting your personal information from customers of our Services in accordance with, and in reliance on the warranties provided by the customer under, our MSA or any other agreement with the applicable customer.

If possible, we will collect personal information from you directly.

How we use your personal information

We will use your personal information:

- to verify your identity
- to provide services and products to you, your personnel and your end users • to market our services and products to you, including contacting you electronically (e.g. by text or email for this purpose)
- to improve the services and products that we provide to you
- to undertake credit checks of you (if necessary)
- (if applicable) to bill you and to collect money that you owe us, including authorising and processing credit card transactions
- to respond to communications from you, including a complaint

- to conduct research and statistical analysis (on an anonymised basis)
- to protect and/or enforce our legal rights and interests, including defending any claim • for any other purpose authorised by you or applicable law.

Disclosing your personal information

We may disclose your personal information to:

- another company within our group
- any business that supports our current and future services and products, including any person that hosts or maintains any underlying IT system or data centre that we use to provide our website or Services or that we are working with for product development purposes
- a credit reference agency for the purpose of credit checking you
- other third parties (for anonymised statistical information)
- a person who can require us to supply your personal information (e.g. a regulatory authority)
- any other person authorised by the NZ Privacy Act or another law (e.g. a law enforcement agency)
- any other person that we believe, on reasonable grounds, is authorised by you.

A business that supports our services and products may be located outside New Zealand. This may mean your personal information is held and processed outside New Zealand.

We may transfer your personal information in the case of sale, merger, consolidation, liquidation, reorganisation or acquisition.

Protecting your personal information

We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse.

Accessing and correcting your personal information

Subject to certain grounds for refusal set out in the NZ Privacy Act (and other applicable privacy laws), you have the right to access your readily retrievable personal information that we hold and to request a correction to your personal information. Before you exercise this right, we will need evidence to confirm that you are the individual to whom the personal information relates.

In respect of a request for correction, if we think the correction is reasonable and we are reasonably able to change the personal information, we will make the correction. If we

do not make the correction, we will take reasonable steps to note on the personal information that you requested the correction.

If you want to exercise either of the above rights, email us at legal@ambitai.com. Your email should provide evidence of who you are and set out the details of your request (e.g. the personal information, or the correction, that you are requesting).

We may charge you our reasonable costs of providing to you copies of your personal information or correcting that information.

Internet use

While we take reasonable steps to maintain secure internet connections, if you provide us with personal information over the internet, the provision of that information is at your own risk.

If you follow a link on our website or from our Services to another site, the owner of that site will have its own privacy policy relating to your personal information. We suggest you review that site's privacy policy before you provide personal information.

We use cookies (an alphanumeric identifier that we transfer to your computer's hard drive so that we can recognise your browser) to monitor your use of the website and the Services. We also share information about your use of our website and the Services with our trusted social media, advertising and analytics partners. These partners include:

Google Analytics (for more information please see *How Google uses data when you use our partners' sites or apps* at www.google.com/policies/privacy/partners)

Facebook (for more information please see <https://www.facebook.com/about/privacy/> and <https://www.facebook.com/policies/cookies/>)

You may disable cookies by changing the settings on your browser, although this may mean that you cannot use all of the features of the website and Services.

In lieu of email, you may also contact us by mail at the following address:

Ambit AI Limited
Attn: Chief Executive Officer
Level 1, 53 Fort Street
Auckland 1010
New Zealand
Updated: 1 July 2021

Website Terms of Use

1. Application of Terms

1.1 These Terms apply to your use of the Website. By accessing and using the Website:

you agree to these Terms; and

where your access and use is on behalf of another person (e.g. a company), you confirm that you agree (and that you are authorised to agree) to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.

1.2 If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

1.3 These Terms apply to your use of the publicly accessible parts of the Website and does not convey any right to use, or govern your use of, our Platform Services. Any use of our Platform Services by you will be governed by our master subscription agreement (accessible at <https://www.ambit.ai/legal>) or another separate agreement with you.

2. Changes

2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.

2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.

2.3 These Terms were last updated on the 20th of December 2017.

3. Definitions

In these Terms:

including and similar words do not imply any limit

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

personal information means information about an identifiable, living person

Platform Services means our conversational AI platform services provided to you on a platform-as-a-service basis under our master subscription agreement (accessible at <https://www.ambit.ai/legal>) or another separate agreement with you.

Terms means these terms and conditions titled Website Terms of Use

Underlying System means any network, system, software, data or material that underlies or is connected to the Website

We, us or our means Ambit AI Limited, a New Zealand company (company number 6262668) and its related companies

Website means and any other website that we operate

You means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

4. Your Obligations

4.1 You must provide true, current and complete information in your dealings with us, and must promptly update that information as required so that the information remains true, current and complete.

4.2 You must:

not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and

unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.

4.3 You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request to info@ambit.ai.

4.4 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms.

5. Intellectual Property

5.1 We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel), and the Underlying Systems.

6. Disclaimers

6.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:

the Website being unavailable (in whole or in part) or performing slowly;

any error in, or omission from, any information made available through the Website;

any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and

any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

6.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

7. Liability

7.1 To the maximum extent permitted by law:

you access and use the Website at your own risk; and

we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

7.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD100.

7.3 To the maximum extent permitted by law and only to the extent clauses 7.1 and 7.2 of these Terms do not apply, our total liability to you under or in connection with these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website, must not exceed NZD100.

8. Privacy Policy

8.1 You are not required to provide personal information to us, although in some cases if you choose not to do so then we will be unable to make certain sections of the Website available to you. For example, we may need to have your contact information in order to provide you with updates from our Website.

8.2 When you provide personal information to us, we will comply with the New Zealand Privacy Act 1993 (and any other applicable privacy laws) and our privacy policy published on the Website.

9. Suspension and Termination

9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).

9.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

10. General

10.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.

10.2 These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.

10.3 For us to waive a right under these Terms, the waiver must be in writing.

10.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.4, 5, 6, 7, 10.1, continue in force.

10.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

10.6 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.