

SCAPED Terms of Service

1. Introduction

1.1. These Terms of Service ("Terms") govern your access to and use of `scaped.app` and `scaped.nz` ("Service"), provided by SCAPED Ltd ("we", "us", "our"). By registering for and using the Service, you agree to be bound by these Terms and all applicable laws and regulations.

2. Registration and Account Management

2.1. **Account Creation:** To access the Service, you must create an account by providing accurate, complete, and current information. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account.

2.2. **Account Security:** You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. You agree to keep your password secure and to notify us promptly of any breaches of security or unauthorised use of your account.

2.3 **Authorised Users:** You may nominate Authorised Users that may access the Service. The number of Authorised Users is capped as specified in your subscription. You are responsible for all activities and actions undertaken within the Service by any third party you authorise or invite to access, use or connect to your account.

You must notify each Authorised User of these Terms and ensure that each of them comply with these Terms. You are solely responsible and liable for any failure of your Authorised Users to comply with the terms of these Terms.

2.4 **Separate Properties:** For each house, property or title, you must create a separate Property in your account, even if the Properties are interconnected. If we determine that a registered Property encompasses multiple homes or titles, it will be considered as if you have registered multiple Properties, one for each dwelling or title for the purposes of your Subscription Fees.

2.4 **Liability:** You agree that we are not responsible for third-party access to your account that results from the theft or misappropriation of your login credentials.

3. Use of the Service

3.1. **License Grant:** We grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Service strictly in accordance with these Terms.

3.2. **Acceptable Use Policy:** You agree not to use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service; or in any way which is unlawful, illegal, fraudulent, or harmful.

4. Limitations to Use

4.1 Unauthorised Use: Unauthorised use of the Service is strictly prohibited. You are not allowed to:

- Copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit, or public purposes any part of the Service, or any information obtained from the Service, either directly or through third parties.
- Extract, decompile, reverse engineer, disassemble, or create derivative works from, or competitive products of the Service.
- Create or use a false identity, misrepresent your identity, create a profile for anyone other than yourself, or use someone else's account without permission.
- Disclose information without consent, such as others' confidential details.
- Determine the Service's architecture, extract data about usage or user identities, or use network monitoring software.
- Overcome any security feature or bypass access controls or usage limits of the Service.
- Use automated methods to monitor, copy, scan, index, or mirror the Service; this includes web scraping, harvesting, data extraction, and validation.
- Transmit harmful software such as viruses, or upload malicious code.
- Send misleading, fraudulent, or illegal communications.
- Engage in phishing, spoofing, illegal activities, or violate laws and regulations.
- Deep-link to the Service for purposes other than promoting your profile on it, without our consent.
- Use bots or automated methods to access the Service, add contacts, or send messages.
- Monitor the Service's performance for competitive purposes.
- Damage, disable, or impair the Service, or overload it.
- Infringe on intellectual property rights of others, or our rights, including using our name or logo without permission.
- Falsely imply affiliation with or endorsement by us.
- Access information without authorisation.
- Solicit information from minors or threaten harm to minors or others.
- Engage in threatening, abusive, or intimidating behaviour
- Upload objectionable materials including abusive, harassing, defamatory, vulgar, obscene, or hateful content.
- Send unsolicited advertising or promotional materials, or engage in spamming or solicitation.
- Export or re-export the Service in violation of applicable export laws.

4.2 Monitoring: We reserve the right to monitor your use of the Service to operate and improve it, ensure compliance with these terms, and fulfill legal or regulatory requirements.

4.3 **Competition:** If you are a direct competitor, you are prohibited from accessing the Service without our express written permission. Additionally, you may not use the Service to assess its availability, performance, or functionality, or for any form of benchmarking or competitive analysis.

5. Property Information

5.1 **Limited Liability:** We are not liable for any issues related to information uploaded to the Service (Property Information), including loss or corruption (unless due to our negligence). You bear full responsibility for Property Information and its usage, including texts, emails, attachments, and files. We reserve the right to remove any content from our servers that may expose us to liability.

5.2 **Non-exclusive License:** You grant us a non-exclusive license to use Property Information as needed to provide the Service and enforce this Agreement.

5.3 **Aggregation:** We have the right to use, modify, and combine Property Information to create anonymized, aggregated data that does not identify you or any authorised users. This data may be used or sold to third parties as part of our service offerings. We retain all rights to this aggregate data.

5.4 **Back up:** You are responsible for backing up your Property Information. While we have data loss prevention and recovery procedures, we cannot guarantee there will be no loss of Property Information and thus, we do not assume liability for any such loss.

6. Fees and Billing

6.1. **Fees:** Fees for the Service are billed on a subscription basis ("Subscription Fees"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select.

6.2 **Authorisation:** Where you have provided credit or debit card details to us, we are authorised to deduct any Fees from that card as and when due under these Terms.

6.2. **Renewal:** Subscription fees are automatically renewed at the end of each Billing Cycle unless you cancel the Service before the end of the current Billing Cycle.

6.3 **Additional Fees:** You may incur additional fees for adding more authorized users beyond the included limit, onsite training and importing custom databases and customizations, consulting or custom development work. Specific fees for these services will be detailed in your subscription or provided as a quote before starting the work.

7. Unsubscribing and Account Termination

7.1. **Cancellation:** You can cancel your subscription at any time via your account management page. Upon cancellation, you will continue to have access to the Service until the end of your current Billing Cycle.

7.2. **Termination by Us:** We may terminate or suspend your access to the Service immediately, without prior notice or liability, if you breach any of the Terms.

8. Intellectual Property Rights

8.1. **Service Content:** All intellectual property rights in the Service and any content provided in connection with the Service (except for your data) are the property of SCAPED Ltd or our licensors.

8.2. **Your Data:** You retain all your rights to the Property Information you upload to the Service. However, by uploading it, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your data in any existing or future media.

9. Limitations and Modifications

9.1. **Service Changes and Availability:** We reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you.

9.2. **Limitations of Liability:** We will not be liable for any damages or loss resulting from your use of the Service, to the fullest extent permissible by law.

10. Confidentiality and Privacy

10.1. **Confidential Information:** Both parties agree to maintain the confidentiality of information disclosed during the provision of the Service.

10.2. **Privacy Policy:** Our Privacy Policy, available at [URL], describes how we handle the data you provide to us when you use the Service.

11. Commercial Competition

11.1. **Non-Competition:** You agree not to engage in activities that directly compete with our Service during the term of your subscription and for one year thereafter.

11.2. **Non-Solicitation:** For the duration of your use of the Service and for one year after, you shall not solicit any of our customers or clients for a competing enterprise.

12. General Provisions

12.1. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of New Zealand.

12.2. **Severability:** If any part of these Terms is held to be invalid or unenforceable, that part will be severed, and the remaining provisions will continue to be valid and enforceable.

12.3. **Amendments:** We reserve the right to amend these Terms at any time by posting a revised version on our website. Your continued use of the Service after the effective date of any amendments constitutes your agreement to the amended Terms.

13. Dispute Resolution

13.1. **Informal Negotiations:** The parties will first attempt in good faith to promptly resolve any disputes arising out of or relating to these Terms (or the breach, termination, enforcement, interpretation, or validity thereof) by negotiation between representatives of each party with the authority to resolve such dispute informally for at least thirty (30) days before initiating any arbitration.

13.2 **Arbitration:** Any dispute or disagreement arising out of or in connection with these Terms will be settled by arbitration by a sole arbitrator in accordance with the New Zealand Arbitration Act 1996 and its amendments and the AMINZ Arbitration Rules current at the time arbitration is commenced.

The place of arbitration will be Christchurch and the law applicable to the arbitral proceedings and the matters in dispute will be New Zealand.