

TRIAL TERMS OF SERVICE MOSAIQ GPTI

Last updated March 2026

1 About this document

- 1.1 **Overview:** These terms and conditions (**'Terms'**) apply to the use of and/or trial subscription to the following products (each a **'Product'** and together the **'Products'**):
- a the database known as the Mosaiq Global Public Transit Index (**'GPTI'**); and
 - b a limited form of the interactive interface with the GPTI.
- 1.2 **Who we are:** The Products are made available by Snapper Services Limited, a company incorporated in New Zealand under company number 1891262 (**'Snapper'**, **'we'**, **'us'**, **'our'**) to an end customer to whom we grant access to the Products on a trial basis (in these Terms, referred to as **'Customer'**, **'you'**, **'your'**).
- 1.3 **Trial Period:** Your free trial of the Products will consist of access to the Products for a 30-day period, or such other period as we agree with you (**'Trial Period'**).
- 1.4 **No other terms apply:** These Terms apply to the exclusion of any terms which you purport to apply between you and Snapper relating to your use of the Products.

2 Definitions and interpretation

- 2.1 **Definitions:** In these Terms, unless the context otherwise requires:

'Applicable Law' means any legislation or regulation which is binding on a party.

'Business Day' means a day (other than Saturday or Sunday) on which registered banks are open for business in Wellington, New Zealand, but excludes any day in the period from 24 December in any year to 5 January in the following year (both inclusive).

'Confidential Information' means:

- a all commercial, financial, and/or technical information, trade secrets, products, operations, processes, and unpublished information relating to a party's operations, business, or prospective business;
- b any other information imparted to a party by or on behalf of the other party or otherwise obtained under or in connection with the Products and which is of a confidential nature (whether or not expressly designated as imparted in confidence).

'Data Processing Schedule' means the 'Data Processing Schedule – Mosaiq Insights' published by Snapper at mosaiq.co, as Snapper may update from time-to-time.

'Discloser' has the meaning given to it by clause 9.1.

'Intellectual Property Rights' means:

- a all intellectual property rights throughout the world, including rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how, and circuit layouts (in each case, whether registered or unregistered); and
- b any application or right to apply for registration of any of the foregoing rights.

'Liability' means, in respect of a Third Party IP Claim:

- a costs, expenses, damages, liabilities, judgments, fines, penalties (whether civil, criminal or otherwise) incurred in defending or settling the Third Party IP Claim;
- b amounts paid or payable in settlement of the Third Party IP Claim, including all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing; and
- c all legal costs and expenses incurred (including solicitor-client costs) in connection with the defence or settlement of the Third Party IP Claim,

'Mosaiq Brand' means any trade marks or service marks used to identify Mosaiq Insights as the name of the Products, in whatever form and however stylised.

'Mosaiq Terms of Service' means the 'Terms of Service – Mosaiq Insights' applicable to the Products published by Snapper at mosaiq.co, as Snapper may update from time-to-time.

'Order Form' has the meaning given to it by clause 5.

'Products' has the meaning given to it by clause 1.1.

'Products IPR' means all Intellectual Property Rights incorporated in the Products and/or any materials we provide you in connection with your use of the Products.

'Recipient' has the meaning given to it by clause 9.1.

'Third Party IP Claim' means a proceeding or claim against us alleging that the incorporation of any materials in the Products which are provided to us by you or on your behalf infringes the Intellectual Property Rights or any other rights of any other person.

'Trial Period' has the meaning given to it by clause 1.3.

2.2 **Rules of Interpretation:** In interpreting these Terms, the following rules must be applied unless the context otherwise requires:

- a **Headings:** Clause and other headings are for reference only and are not an aid in interpretation.
- b **Statutes:** References to statutory provisions include references to all regulations, orders, rules or notices made under that statute, and references to a statute or regulation are references to those statutes or regulations as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

2.3 **Inconsistency:** If there is any inconsistency between the documents that form part of these Terms, the following descending order of precedence applies (in that provisions or documents

will prevail over provisions or documents listed below them, to the extent of any inconsistency):

- a these Terms; and
- b any other documents incorporated by reference into these Terms, including the Data Processing Schedule.

3 Access to the Products

3.1 Access: Your Trial Period:

- a will commence on the date we grant you access to the Products; and
- b unless terminated in accordance with clause 4, will continue until the expiry of the Trial Period, whereby you will immediately cease to have the right to access and use the Products unless you subscribe in accordance with clause 5.

3.2 Availability: We:

- a will make the Products available to you to use during the Trial Period, on a non-exclusive 'as is' basis, for the purpose of you trialling the Products and their functionality; and
- b may, at our discretion, limit access to specific functionality during the Trial Period.

3.3 No other warranties: We give no warranties and make no representations (including any statutory warranties other than those which we are not permitted to exclude under law, and any other warranties that might be implied) in connection with the Products or your use of the Products, other than the warranties and representations set out in these Terms.

3.4 Revocation or suspension: We may revoke or suspend your access to the Products, without notice and without incurring liability to you:

- a where we reasonably consider that:
 - i your access is being misused or has been compromised;
 - ii to do so is desirable to protect the security and integrity of the Products generally, and/or any systems underpinning the delivery of the Products;
- b to undertake maintenance (schedule or otherwise) of the Products generally, and/or any systems underpinning the delivery of the Products;
- c if required to do so by a third party on whom we rely for the provision of the Products.

3.5 Restrictions on use: You must not:

- a reverse engineer, disassemble, modify, decompile, decode, translate, or make any derivative works from the Products, or attempt to do so;
- b attempt to learn the source code, structure, algorithms, or internal ideas underlying the Products;
- c use the Products to store or transmit any viruses, software routines, or other code designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions;

- d gain access to the Products or any of its functionality (including any data or other information made available through the Products) which you do not have our authority to access, or attempt to do so;
- e copy, frame, mirror, alter, modify, transmit or reproduce the Products or any of its functionality, or attempt to do;
- f use the Products in a way that:
 - i breaches, or causes us to breach, Applicable Law; or
 - ii infringes any person's Intellectual Property Rights; and
- g remove, alter, or obscure the Mosaiq Brand, or any proprietary or copyright notices which we have configured the Products to display.

4 Early termination

- 4.1 **Termination:** Without limiting our rights under clause 3.4, we may terminate your access to the Products with immediate effect:
 - a if you breach any of your material obligations under these Terms, including your obligations under clause 3.5 (**Restrictions on use**); or
 - b for any other reason and without liability to you.
- 4.2 **Manner of termination:** If we terminate your access to the Products under clause 4.1, we may do so by suspending or revoking your account, without notice to you.
- 4.3 **Effect of termination:** If we terminate your access to the Products under clause 4.1, you will immediately cease to have the right to use the Products.

5 Subscribing to the Products

To subscribe to the Products after the Trial Period, you must submit a valid order form ('**Order Form**') to us, which:

- a is an offer by you to subscribe to the Products (or to one of the Products);
- b if accepted by us will form a contract between you and us, on the terms and conditions of the Mosaiq Terms of Service and those in the Order Form, which will apply to your subscription and access to the Products.

6 Data Protection Schedule

The Data Protection Schedule applies to your access to and use of the Products during the Trial Period.

7 Liability

- 7.1 **Exclusion:** We will not be liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise, under or in connection with these Terms and/or your use of the Products (including any inability to use the Products), for any of the following:

- a any loss or damage arising from any failure of systems, hardware, software, communications equipment, networks or other equipment used by you to access the Products;
- b any loss or damage caused by or arising from a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect or corrupt your computer hardware, software, data or devices arising from your use of the Products;
- c any loss of the use of money, loss of anticipated savings, loss of bargain, loss of revenue, loss of opportunity, loss of business, loss of profit, loss of goodwill or loss of reputation (in each case, whether direct or indirect);
- d loss or corruption of your data held on the Products;
- e any indirect or consequential loss; and/or
- f any loss or damage arising as a result of any third party bringing a claim in respect of any of the above types of loss.

7.2 **Limitation:** Our aggregate liability to you due to, under and/or arising out of or in connection with these Terms and/or your use of the Products (including any inability to use the Products) in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any and all claims, will not exceed \$1.

8 Intellectual Property Rights

8.1 **Ownership:** As between you and us, all right, title, and interest in the Products IPR will remain in the ownership of, or will vest in (upon its creation), us (or our licensors).

8.2 **Licence:** Without limiting clause 8.1, we hereby grant to you a non-exclusive, perpetual, royalty-free licence of the Products IPR solely to the extent necessary to enable you to use the Products in accordance with these Terms.

8.3 **Limited warranty:** So far as we are aware, the Products and your use of the Products in accordance with these Terms does not, and will not, infringe the Intellectual Property Rights of any person.

8.4 **Modification of the Products:** If we become or reasonably consider that we may become the subject of a claim by any person that the Products and/or your use of the Products in accordance with these Terms does or may infringe that person's Intellectual Property Rights, we may, at our option:

- a obtain such rights as we reasonably consider necessary to ensure that you may continue to use the Products without infringing that person's Intellectual Property Rights; or
- b replace or modify the Products (or any of its functionality) in such a way as to not substantially compromise the primary functionality of the Products.

8.5 **Licence to use your Intellectual Property Rights:** You hereby grant us a non-exclusive, royalty-free licence of your Intellectual Property Rights (including any Intellectual Property Rights in any feedback you give us regarding your trial of the Products) to the extent necessary or desirable to enable us to:

- a make the Products available to you and otherwise perform our obligations under these Terms;
- b make improvements to, update, or otherwise modify the Products; and
- c use your logo and branding for the purposes of publicising that we are working with you.

8.6 **Indemnity for incorporation of your materials:** You must indemnify us on demand for all Liability we incur arising out of or in connection with any Third Party IP Claim.

9 Confidentiality and use of information

9.1 **Obligation of confidentiality:** Subject to clause 9.3, each party ('**Recipient**')

- a must keep secret; and
- b subject to clause 9.2, must not disclose to any other person, the Confidential Information of or relating to the other party ('**Discloser**').

9.2 **Disclosure:** The Recipient may disclose the Confidential Information to:

- a its legal and professional advisors for the purposes of obtaining advice; and
- b its subcontractors, if such subcontractors need to know the Confidential Information for the purposes of carrying out the obligations of the Recipient which are subcontracted to them and on the basis the subcontractor is also subject to confidentiality.

9.3 **Exclusions:** The obligations under clause 9.1 do not apply to the extent that any Confidential Information:

- a is in, or has become part of, the public domain other than as a result of:
 - i a breach of your obligations of confidentiality arising under clause 9.1; or
 - ii a breach of confidence owing to us by any other person which you knew or ought to have known was a breach of confidence;
- b is in your possession other than by virtue of disclosure from us or your access to the Products; or
- c must be disclosed by you under a specific requirement of Applicable Law, subject to clause 9.4.

9.4 **Permitted disclosures:** If you are required to make a disclosure under clause 9.3c such disclosure may only be made:

- a to the extent necessary;
- b to the proper recipient; and
- c unless prevented by Applicable Law, if you have used reasonable endeavours to give prior written notice to us of the requirement, setting out the nature of the information to be disclosed and provided that where you are prevented by Applicable Law from giving prior notice to us, you must provide notice of the nature of the information disclosed as soon as permissible under Applicable Law after making such disclosure.

- 9.5 **Restrictions on representations and public comment:** Except as expressly contemplated by this agreement, you must not make, any representations or public comment regarding the Products without Snapper's prior approval (which approval may not be unreasonably withheld).
- 9.6 **We may publish case study:** Notwithstanding any other provision of this clause 9, we may publish a case study concerning your use of the Products in connection with the trial contemplated by these Terms, which may include details of your use case for the Products, and which may incorporate your feedback regarding the Products.
- 9.7 **Use of personal information:**
- a We may collect your personal information when you register for a free trial of the Products or otherwise interact with our Products and websites. Details of the information we collect from you, and how we may use and disclose that information, can be found in our Mosaiq privacy statement at <https://www.mosaiq.co/legal/mosaiq-privacy>.
 - b If you provide us with the personal information of any other person, you must make sure you have that person's authority to do so and you must make sure that person knows that their information may be used by us in the circumstances set out in our privacy statement.

10 Notices

- 10.1 **How to give:** Any notice given under or in connection with these Terms:
- a must be in writing; and
 - b sent by email to info@mosaiq.co

11 General

- 11.1 **Entire agreement:** These Terms (including all documents incorporated by reference):
- a contain the entire agreement between you and us;
 - b set out the only conduct relied on by you; and
 - c supersede all earlier conduct and prior agreements, representations and understandings between you and us,
- in connection with your access to the Products.
- 11.2 **Rights of third parties:** Nothing in these Terms is intended to confer a benefit upon any person other than you or us, whether under Part 2 of the Contract and Commercial Law Act 2017 or otherwise.
- 11.3 **No partnership or agency, etc.:** Nothing in these Terms or arising out of the relationship established under these Terms will:
- a constitute you as our agent or grant you any authority to make any commitments on our behalf; or
 - b create any trust, joint venture or commercial partnership between you and us.

- 11.4 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by us will constitute a waiver by us of that or any other right or remedy available to us.
- 11.5 **No assignment:** You may not assign, charge, encumber, or otherwise deal with any rights and obligations under these Terms or in respect of the Products, or purport to do so.
- 11.6 **Partial invalidity:** If any provision of these Terms or their application to you or to any circumstance is or becomes invalid or unenforceable to any extent, the remainder of these Terms and their application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 11.7 **Rights cumulative:** Our rights under these Terms are cumulative and are not exclusive of any other rights and remedies available to us.
- 11.8 **Governing law:** These Terms will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law.
- 11.9 **Jurisdiction:** You submit to the non-exclusive jurisdiction of the Courts of New Zealand.