

MOSAIQ TERMS OF SERVICE – FREE PLAN MOSAIQ INSIGHTS

Last updated 21 September 2026

1 About this document

- 1.1 **Overview:** These terms and conditions ('**Terms**') apply to your free use of, and subscription to, the software platform known as Mosaiq Insights ('**Mosaiq Insights**').
- 1.2 **Who we are:** Mosaiq Insights is 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 Snapper grants access to Mosaiq Insights on a free basis (in these Terms, referred to as '**Customer**', '**you**', '**your**').
- 1.3 **Acceptance:** By registering to use, and continuing to use, , you agree to be bound by these Terms. If you do not agree, please do not use Mosaiq Insights.
- 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 Mosaiq Insights.

2 Updates

- 2.1 **How Snapper may update:** Snapper may update this document by:
 - a posting an updated document at mosaiq.co; and/or
 - b notice in writing to Customers.

3 Definitions and interpretation

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

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

'**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- a all commercial, financial, and/or technical information, trade secrets, products, operations, processes, and unpublished information relating to a party's operations, business, or prospective business;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 Mosaiq Insights and which is of a confidential nature (whether or not expressly designated as imparted in confidence).

'**Customer**' means a 'Customer' under these Terms.

'**Discloser**' has the meaning given to it by clause 10.1.

'Intellectual Property Rights' means:

- a all intellectual property rights throughout the world, including rights in respect of copyright, patents, trademarks, 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 trademarks or service marks used to identify any component of the Mosaiq Transit Intelligence Suite, in whatever form and however stylised.

'Mosaiq Insights' has the meaning given to it by clause 1.1.

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

'Mosaiq Terms of Service - Paid Plans' means the terms of service applicable to paid versions of Mosaiq products published by Snapper at mosaiq.co.

'Order Form' has the meaning given to it by clause **Error! Reference source not found..**

'Recipient' has the meaning given to it by clause 10.1.

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

3.2 **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.

3.3 **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.

4 Access to and Use of Mosaiq Insights

4.1 Term of Access: Your access to Mosaiq Insights:

- a will commence on the date we grant you access to Mosaiq Insights; and
- b continue until your access is terminated in accordance with clause 5, whereby you will immediately cease to have the right to access and use Mosaiq Insights unless you subscribe to the paid version of Mosaiq Insights in accordance with clause 6.

4.2 Availability: We:

- a will make Mosaiq Insights available to you to use on a non-exclusive 'as is' basis, for the purpose of you using the free version of Mosaiq Insights and its functionality; and
- b may, at our discretion, limit access to specific Mosaiq Insights functionality.

4.3 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 Mosaiq Insights or your use of Mosaiq Insights, other than the warranties and representations set out in these Terms.

4.4 Revocation or suspension: We may revoke or suspend your access to Mosaiq Insights, 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 Mosaiq Insights generally, and/or any systems underpinning the delivery of Mosaiq Insights;
- b to undertake maintenance (scheduled or otherwise) of Mosaiq Insights generally, and/or any systems underpinning the delivery of Mosaiq Insights;
- c if required to do so by a third party on whom we rely for the provision of Mosaiq Insights.

4.5 Restrictions on use: You must not:

- a reverse engineer, disassemble, modify, decompile, decode, translate, or make any derivative works from Mosaiq Insights, or attempt to do so;
- b attempt to learn the source code, structure, algorithms, or internal ideas underlying Mosaiq Insights;
- c use Mosaiq Insights 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 Mosaiq Insights or any of its functionality (including any data or other information made available through Mosaiq Insights) which you do not have our authority to access, or attempt to do so;

- e copy, frame, mirror, alter, modify, transmit or reproduce Mosaiq Insights or any of its functionality, or attempt to do so;
- f use Mosaiq Insights 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 Mosaiq Insights to display.

4.6 **Ask Mosaiq:** Mosaiq Insights includes an AI-assisted feature called "Ask Mosaiq" that allows you to ask questions about your data using a large language model. The restrictions in clause 4.5 apply to Ask Mosaiq as they apply to the rest of Mosaiq Insights. In addition:

- a you must use Ask Mosaiq only for legitimate business purposes in connection with your use of Mosaiq Insights, and
- b you must not use Ask Mosaiq to make, or rely on its output to make, any decision producing legal or similarly significant effects on an individual without meaningful human review;
- c Ask Mosaiq may incorporate or consume certain services obtained from third parties such as weather data. Any such services will be provided on a best efforts basis but we have no liability, or provide no warranty to you, in respect of your use of or reliance on these services;
- d Ask Mosaiq's outputs are generated automatically and may be incomplete or inaccurate; you are responsible for reviewing and verifying any output before relying on it; and
- e you must not use the Ask Mosaiq feature in a manner that is excessive or disproportionate to your ordinary use of Mosaiq Insights, or that we reasonably consider places an unreasonable burden on the systems underpinning Ask Mosaiq (Fair Use Obligation). Without limiting clause 6.4, if we reasonably consider that you have breached the Fair Use Obligation, or that doing so is desirable to protect the security, integrity, viability or performance of Ask Mosaiq or the systems underpinning it, we may restrict, throttle, or otherwise limit your access to Ask Mosaiq (in whole or in part), without notice and without incurring liability to you.

5 Termination

5.1 **Termination:** Without limiting our rights under clause 4.4 or clause 4.6, we may terminate your access to Mosaiq Insights with immediate effect:

- a if you breach any of your material obligations under these Terms, including your obligations under clause 4.5 and clause 4.6; or
- b for any other reason and without liability to you.

5.2 **Manner of termination:** If we terminate your access to Mosaiq Insights under clause 5.1 we may do so by suspending or revoking your account, without notice to you.

5.3 **Effect of termination:** If we terminate your access to Mosaiq Insights under clause 5.1 you will immediately cease to have the right to use Mosaiq Insights.

6 Subscribing to Mosaiq Insights

To subscribe to a paid version of Mosaiq Insights, you must submit a valid order form ('**Order Form**') to us, which:

- a is an offer by you to subscribe to Mosaiq Insights;
- a if accepted by us will form a contract between you and us, on the terms and conditions of the Mosaiq Terms of Service – Paid Plans and those in the Order Form, which will apply to your subscription and access to Mosaiq Insights.

7 Data Protection and Privacy

- 7.1 If we process any personal information or personal data on your behalf, in connection with your use of Mosaiq Insights, The Mosaiq Data Processing Agreement published at mosaiq.co will apply to your access to and use of Mosaiq Insights. We may update that agreement from time to time in accordance with its terms.
- 7.2 Any other personal information we collect when you register for the free plan, or otherwise interact with Mosaiq Insights and our websites, is handled in accordance with our privacy statement, available at mosaiq.co. Please review the privacy statement for details on what we collect, how we use it, and your rights of access and correction.
- 7.3 If you provide us with the personal information or personal data 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.

8 Liability

- 8.1 **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 Mosaiq Insights (including any inability to use Mosaiq Insights) 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 Mosaiq Insights;
 - 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 Mosaiq Insights;
 - 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 Mosaiq Insights;
 - 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.

- 8.2 **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 Mosaiq Insights (including any inability to use Mosaiq Insights) in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any and all claims, will not exceed \$1.

9 Intellectual Property Rights

- 9.1 **Ownership:** As between you and us, all right, title, and interest in the Mosaiq Insights IPR will remain in the ownership of, or will vest in (upon its creation), us (or our licensors).
- 9.2 **Licence:** Without limiting clause 9.1, we hereby grant to you a non-exclusive, perpetual, royalty-free licence of the Mosaiq Insights IPR solely to the extent necessary to enable you to use Mosaiq Insights in accordance with these Terms.
- 9.3 **Limited warranty:** So far as we are aware, Mosaiq Insights and your use of Mosaiq Insights in accordance with these Terms does not, and will not, infringe the Intellectual Property Rights of any person.
- 9.4 **Modification of Mosaiq Insights:** If we become or reasonably consider that we may become the subject of a claim by any person that Mosaiq Insights and/or your use of Mosaiq Insights 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 Mosaiq Insights without infringing that person's Intellectual Property Rights; or
 - b replace or modify Mosaiq Insights (or any of its functionality) in such a way as to not substantially compromise the primary functionality of Mosaiq Insights.
- 9.5 **Licence to use your Intellectual Property Rights:** You hereby grant us a non-exclusive, royalty-free licence of your Intellectual Property Rights to the extent necessary or desirable to enable us to:
- a make Mosaiq Insights available to you and otherwise perform our obligations under these Terms;
 - b make improvements to, update, or otherwise modify Mosaiq Insights.
- 9.6 **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.

10 Confidentiality and use of information

- 10.1 **Obligation of confidentiality:** Subject to clause 10.3, each party ('**Recipient**'):
- a must keep secret; and
 - b subject to clause 10.2, must not disclose to any other person, the Confidential Information of or relating to the other party ('**Discloser**').
- 10.2 **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.

10.3 **Exclusions:** The obligations under clause 10.1 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 10.1; 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 Mosaic Insights; or
- c must be disclosed by you under a specific requirement of Applicable Law, subject to clause 10.4.

10.4 **Permitted disclosures:** If you are required to make a disclosure under clause 10.3c 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.

10.5 **Restrictions on representations and public comment:** Except as expressly contemplated by this agreement, you must not make any representations or public comment regarding Mosaic Insights without Snapper's prior approval (which approval may not be unreasonably withheld).

10.6 **We may publish case study:** Notwithstanding any other provision of this clause 10, we may publish a case study concerning your use of Mosaic Insights in connection with the trial contemplated by these Terms, which may include details of your use case for Mosaic Insights, and which may incorporate your feedback regarding Mosaic Insights.

11 Notices

11.1 **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.

12 General

12.1 **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 Mosaiq Insights.

- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **No assignment:** You may not assign, charge, encumber, or otherwise deal with any rights and obligations under these Terms or in respect of Mosaiq Insights, or purport to do so.
- 12.6 **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.
- 12.7 **Rights cumulative:** Our rights under these Terms are cumulative and are not exclusive of any other rights and remedies available to us.
- 12.8 **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.
- 12.9 **Jurisdiction:** You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

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