

DynamicMail Commercial Terms - New Zealand (NZ) - en-NZ

Version 1.1. Effective from 2026-05-18.

These Commercial Terms govern business use of DynamicMail, DynamicBooks, Data Rooms, Agents, and related software services provided by Eregis, Inc. (Eregis). They apply to the customer or sender that accepts these terms, signs an order, uses the services, or uses the services through an authorised reseller or partner.

These terms are DynamicMail's published commercial terms for the selected locale and country. They are generated from source-backed country materials and product policy. They do not state or imply external counsel approval unless a separate approval notice is attached to the published asset.

1. Services

1.1 DynamicMail

DynamicMail provides software for business communication workflows. Depending on the purchased plan and enabled features, DynamicMail may support preparing, sending, receiving, routing, classifying, archiving, signing, summarising, extracting structured data from, and tracking business communications and related documents.

DynamicMail delivery, mailbox, identity verification, signature, payment, and government connectivity are described in provider-neutral terms unless the applicable locale-specific provider policy expressly permits named-provider wording. Public terms must not name or commit to a specific delivery, mailbox, identity, signature, payment, or government provider unless the country override and locale policy allow it.

The services are business software services made available through websites, applications, APIs, email and document workflows, and related digital channels. Customers remain responsible for reviewing the order, plan limits, fees, taxes, support, cancellation, privacy, and acceptable-use terms before use.

DynamicMail may send notices electronically to the account owner, administrator, billing contact, in-product account channel, or other notice channel provided by the customer, unless applicable law requires another method.

1.2 DynamicBooks

DynamicBooks provides software features that help customers organise invoices, payment references, document records, bookkeeping support data, and business administration workflows. DynamicBooks does not replace the customer's accounting, tax, legal, audit, or statutory reporting obligations.

The customer remains responsible for reviewing outputs, maintaining required books and records, applying the correct tax treatment, filing required reports, and obtaining professional advice where needed.

DynamicBooks helps organise business records and invoice workflows. It is not legal, tax, accounting, audit, financial-reporting, statutory filing, statutory reporting, invoicing accreditation, or provider compliance advice.

DynamicBooks provides software support for records and invoice workflows. It is not tax, accounting, audit, legal, statutory filing, statutory reporting, or government compliance advice, and the customer remains responsible for review and compliance.

Customers remain responsible for keeping books, invoices, exports, tax records, financial reports, and supporting documents for the periods and in the formats required by law.

Customers are responsible for reviewing invoice fields, business and tax identifiers, tax codes, tax rates, currency treatment, supply correction information, and accounting exports before filing or relying on them.

DynamicBooks may help store and export records, but the customer remains responsible for setting retention periods and preserving records required by law.

DynamicBooks may support invoice data preparation, export, or configuration, but it does not guarantee local eInvoicing, tax authority, company registry, accounting standard, reporting, or provider compliance unless expressly agreed.

1.3 Data Rooms

Data Rooms provide controlled document workspaces for business documents, counterparties, internal teams, and authorised external participants. Data Rooms may include access controls, document organisation, permissions, audit events, and collaboration features.

The customer is responsible for selecting authorised users, configuring access, reviewing shared materials, and removing access when no longer required.

Data Rooms are document workspace software features. Availability, retention, access controls, audit exports, and participant permissions depend on the applicable plan, order, country override, and customer configuration.

1.4 Agents

Agents provide software-assisted workflows for document review, classification, extraction, drafting, summarisation, routing, reminders, and operational tasks. Agents may use automation and AI-supported processing, but they do not replace customer review, approval, professional judgment, or legal, tax, accounting, financial, medical, or regulated advice.

The customer is responsible for reviewing Agent outputs before relying on them, sending them, signing them, filing them, booking them, paying them, or using them in regulated or high-impact decisions.

Agents are software-assisted workflow features. Agent availability, supported tasks, usage limits, human-review requirements, and AI-supported processing depend on the applicable plan, order, country override, and service configuration.

1.5 Agent Credits

Agent credits are software usage credits that allocate access to eligible Agent features, AI processing, automation runs, or usage tiers. Agent credits are not cash, stored value, deposits, transferable funds, regulated payment balances, or money transmission balances. Agent credits have no cash value, are not redeemable for money, are not transferable except as expressly allowed within the customer's account, and may expire or be consumed according to the applicable plan, order, or usage policy.

Agent credits are software usage credits only. They are not cash, stored value, deposits, transferable funds, regulated payment balances, currency equivalents, refund balances, wallets, or redeemable

value.

2. Access, Accounts, And Administration

The customer must provide accurate account, billing, tax, and administrator information. The customer is responsible for all activity under its account, for configuring user permissions, and for ensuring that authorised users comply with these terms.

The customer must protect credentials, integration keys, signing permissions, administrator roles, and any connected systems. The customer must promptly notify Eregis of unauthorised access, compromised credentials, suspected misuse, or security incidents affecting the services.

Access to beta, preview, pilot, integration, reseller, partner, or API features may be limited, changed, or withdrawn. Any feature-specific order, data processing addendum, service description, or security exhibit controls if it expressly conflicts with this template.

3. Customer Content And Responsibilities

The customer is responsible for all documents, messages, recipient data, sender data, metadata, invoices, payment references, Data Room files, Agent inputs, Agent instructions, and other content submitted to or generated through the services.

The customer must have all rights, consents, notices, authorisations, and lawful bases required to use the services, send communications, process personal data, invite users, request signatures, store records, and use connected systems.

The customer must ensure that communications are accurate, lawful, relevant to the recipient, and sent for a legitimate business purpose. The customer must not use the services to avoid required notices, consumer protections, regulated delivery rules, record-retention duties, or identity-verification rules.

4. Acceptable Use

The customer must not use the services to:

- violate law, sanctions, export controls, court orders, regulatory orders, or third-party rights;
- send unlawful, deceptive, harassing, hateful, threatening, exploitative, defamatory, or infringing content;
- distribute malware, phishing, credential-harvesting materials, spam, bulk advertising, or unsolicited communications outside an approved plan;
- interfere with service security, availability, authentication, rate limits, logging, monitoring, or abuse controls;
- reverse engineer, scrape, crawl, benchmark for competitive purposes, resell without authorisation, or create derivative services from the platform;
- use Agents or AI-supported features to make decisions requiring professional or regulated judgment without appropriate human review;
- upload sensitive, restricted, or regulated data unless the applicable plan, data processing terms, and country override allow that use; or

- use agent credits in a way that presents them as money, stored value, deposits, transferable funds, regulated payment balances, or redeemable balances.

Nothing in these terms excludes, restricts, or modifies any Consumer Guarantees Act, Fair Trading Act, unfair contract term, small trade contract, or other right that cannot be excluded, restricted, or modified under New Zealand law.

Customers must not upload government identifiers, identity documents, signatures, health data, financial data, or other sensitive data unless the applicable plan, workflow, and data processing terms allow that use.

5. Integrations And Provider-Neutral Connectivity

The services may interoperate with third-party systems, identity services, signature services, mailbox or delivery networks, payment processors, accounting systems, cloud providers, government systems, and customer-managed infrastructure.

Public terms must describe these integrations by function only unless the applicable locale-specific provider policy expressly permits named-provider wording. The availability, routing, eligibility, identity checks, signing method, payment method, delivery method, government connectivity, and provider selection may vary by country, customer configuration, reseller, plan, and technical readiness.

The customer is responsible for accounts, permissions, consents, fees, configuration, and compliance obligations for customer-selected third-party systems. Eregis is not responsible for a third-party system outside its control, except as required by applicable law or an express written agreement.

6. Pricing, Payments, Taxes, And Invoicing

The customer must pay all fees, usage charges, subscription charges, overage charges, taxes, duties, withholding amounts, and other amounts stated in the applicable order, pricing page, reseller agreement, or invoice.

Unless the applicable order states otherwise, fees are exclusive of taxes. The customer is responsible for taxes, duties, government charges, and required withholding, except taxes based on Eregis income. If withholding is required by law, the customer must provide required documentation and pay additional amounts where the agreement requires gross-up or where local law allows it.

Invoices, receipts, credit notes, refunds, tax registration details, payment methods, late-payment charges, suspension rights, and billing cycles are governed by the applicable order and country override. Usage-based charges may be billed in arrears. Prepaid software usage allocations, including agent credits, may be consumed, expire, or reset as described in the applicable plan.

Customers must provide accurate business identifiers, tax-registration details, billing address, and tax-status information when required for invoicing or tax compliance.

Unless an order states otherwise, fees are exclusive of GST, withholding, duties, levies, and other taxes. DynamicMail may add required taxes to invoices and may request tax information needed to issue valid taxable supply information.

Cross-border taxes, withholding, GST registration, invoice documentation, and customer tax obligations depend on the contracting entity, reseller model, customer status, supply location, and applicable law.

Where local eInvoicing or invoice reporting applies, the customer remains responsible for its own classification, service-provider selection, invoice configuration, and compliance deadlines unless DynamicMail has expressly agreed otherwise in writing.

Refunds, billing credits, reversals, supply correction information, and invoice corrections are handled according to the applicable order, taxable supply information rules, and mandatory law.

Invoices and receipts may include: Supplier name or trade name; Supplier GST number where required for taxable supply information; Date of invoice or time of supply; Description of goods or services; Consideration for the supply; GST-exclusive amount, GST amount, and GST-inclusive amount, or GST-inclusive amount plus a statement that GST is included where applicable; Recipient details where required by the taxable supply information rules or customer request; Supply correction information or reference to original taxable supply information where a correction is required; Business, tax, or billing identifiers where the billing workflow legitimately requires them.

7. Data Protection, Security, And Confidentiality

Each party must comply with applicable data protection, privacy, security, and confidentiality obligations. Where Eregis processes personal data for the customer, the parties must apply the applicable data processing addendum or equivalent processor terms.

The customer is responsible for the lawfulness, accuracy, minimisation, retention, access controls, notices, and instructions for personal data submitted to the services. Eregis must maintain appropriate technical and organisational measures for the services and must process customer personal data according to documented instructions, except where law requires otherwise.

Subprocessors, hosting regions, transfer mechanisms, retention periods, security exhibits, and country-specific privacy rights must be drawn from approved source material and published only in the level of detail approved for the locale. Provider names may be listed only where the public-provider policy for the locale permits them.

Where DynamicMail processes personal information for the customer, the customer remains responsible for lawful collection, notices, permissions, instructions, minimisation, and user access controls, subject to applicable data processing terms.

The customer must have all rights, notices, permissions, lawful bases, and instructions needed to submit personal information to the services and to instruct DynamicMail to process it.

Customers must not upload government identifiers, identity documents, signatures, health data, financial data, or other sensitive data unless the applicable plan, workflow, and data processing terms allow that use.

Cross-border processing, hosting, support access, and subprocessors are subject to applicable data processing terms and transfer safeguards required by New Zealand privacy law.

DynamicMail may retain records as needed to provide services, support exports, protect security, issue invoices, resolve disputes, and comply with applicable legal, tax, accounting, audit, and regulatory obligations.

Individuals may have privacy rights under New Zealand law. Requests relating to customer-controlled content should normally be directed to the customer unless DynamicMail is required to respond directly.

Confidential information may be used only to perform or receive the services, protect rights, comply with law, or exercise remedies. Confidentiality obligations do not apply to information that is public through no breach, already known without duty of confidentiality, independently developed, or lawfully received from a third party.

8. Intellectual Property And Feedback

Eregis and its licensors retain all rights in the services, software, documentation, templates, workflows, models, designs, APIs, and platform technology. The customer receives only the limited right to use the services during the subscription term and according to these terms.

The customer retains rights in customer content. The customer grants Eregis the rights needed to host, process, transmit, transform, display, secure, support, troubleshoot, and operate customer content for the services and as otherwise permitted by the agreement.

Feedback may be used without restriction or compensation unless a separate written agreement says otherwise. Feedback must not include confidential information unless the parties have agreed to handle it as confidential.

9. Support, Availability, And Changes

Support, service levels, maintenance windows, incident notices, and onboarding are provided according to the applicable plan, order, reseller terms, or service description.

Eregis may improve, modify, suspend, or discontinue features where the change does not materially reduce the customer's purchased service during the active term. Material adverse changes to these terms or purchased service commitments must be communicated according to the notice period required by the applicable order or country override.

10. Suspension

Eregis may suspend access to the services, features, integrations, Data Rooms, Agents, sending, receiving, signing, payment-related features, or API access where reasonably necessary to address non-payment, security risk, suspected misuse, legal risk, provider restriction, service integrity, or violation of these terms.

Where practical and lawful, Eregis will give notice and an opportunity to resolve the issue. Immediate suspension may apply for urgent security, legal, abuse, provider, or platform integrity reasons.

11. Term, Termination, Export, And Deletion

These terms begin when the customer accepts them, signs an order, starts using the services, or uses the services through an authorised reseller or partner. They continue until terminated or replaced.

Either party may terminate according to the applicable order, reseller agreement, country override, or mandatory law. Eregis may terminate for material breach, non-payment, illegal use, security risk,

provider restriction, insolvency risk, or discontinued service availability where permitted by law.

After termination, the customer's right to use the services ends. Export, retention, deletion, transition assistance, backup handling, Data Room access, Agent output access, and statutory record requirements are governed by the applicable order, data processing terms, and country override.

Customers should keep copies of orders, invoices, exports, notices, approvals, and records that they need for legal, tax, accounting, audit, or regulatory purposes.

Refunds, billing credits, reversals, supply correction information, and invoice corrections are handled according to the applicable order, taxable supply information rules, and mandatory law.

12. Disclaimers

The services are software tools. They do not provide legal, tax, accounting, audit, financial, medical, employment, government filing, or regulated professional advice. DynamicBooks outputs, Agent outputs, extracted data, summaries, routing recommendations, payment references, and document classifications require customer review.

Except as expressly stated in a written agreement or required by law, the services are provided without implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free operation, or achievement of a particular legal, tax, accounting, delivery, payment, signature, identity, or business outcome.

13. Liability

Each party is responsible for direct losses caused by its breach, negligence, willful misconduct, confidentiality breach, data protection breach, or violation of law, subject to the exclusions and limits allowed by applicable law.

Neither party is liable for indirect, incidental, special, consequential, exemplary, punitive, lost profit, lost revenue, lost goodwill, lost data, business interruption, replacement service, or loss of opportunity damages, except where such exclusion is not allowed by law.

Eregis aggregate liability for claims under or relating to the services is limited to the liability cap stated in the applicable order, or if no specific cap is stated, the fees paid or payable for the affected services during the twelve months before the event giving rise to liability, subject to mandatory law, except for liability that cannot be limited by law or liability expressly carved out in the applicable order or country override.

14. Indemnity

The customer must defend and indemnify Eregis against third-party claims arising from customer content, unlawful instructions, unauthorised use, misuse of the services, violation of acceptable use obligations, violation of third-party rights, or use of the services in breach of these terms.

Eregis must defend the customer against third-party claims alleging that the unmodified services infringe intellectual property rights, except where the claim arises from customer content, customer

instructions, unsupported combinations, unauthorised modification, continued use after notice, or use outside the agreement.

15. Notices

Legal notices must be sent to 10655 NE 4th St, Suite 630, Bellevue, WA 98004, US and support@dynamicmail.ai, or to another notice address published by Eregis. Customer notices may be sent to the account owner, administrator, billing contact, reseller, product notification channel, or address in the applicable order.

Electronic notices are permitted where allowed by law and the country override. The customer must keep administrator, billing, tax, and notice details current.

16. Assignment, Resellers, And Affiliates

The customer may not assign the agreement without prior written consent, except as allowed by mandatory law. Eregis may assign to an affiliate or successor in connection with a merger, reorganisation, sale of assets, or change of control.

If the customer buys through a reseller or partner, commercial terms such as payment, ordering, renewal, and support may be handled by that reseller or partner. Product use, acceptable use, data protection, provider-neutrality, agent-credit, and platform safety obligations continue to apply to the customer's use of the services.

17. Governing Law And Disputes

These terms are governed by the law identified in the applicable order and applicable mandatory law in New Zealand, without regard to conflict-of-law rules unless mandatory law requires otherwise.

Disputes must be resolved in the forum, venue, arbitration process, regulator process, or court stated in the applicable order, or another forum required by mandatory law, unless the applicable order, reseller agreement, mandatory law, or country override requires a different forum, venue, consumer or small-business protection process, regulator process, injunctive relief path, or arbitration rule.

18. Country Overrides

Country overrides supplement or replace the global template only to the extent required by source-backed local law, mandatory disclosure, commercial practice, or approved product availability.

Mandatory Disclosures

DynamicMail may ask the customer to provide accurate legal, account, billing, tax, administrator, and service-use information needed to provide services, issue invoices, manage support, and comply with applicable requirements.

Electronic Contracting

Customers may accept electronically, including by clicking to accept, signing an order, creating or administering an account, paying for a plan, or using the services after the terms are presented.

Electronic Signatures And Records

Electronic signatures, approvals, consents, notices, and records may be used where accepted by applicable law and by the applicable service workflow.

Data Protection

The customer must have all rights, notices, permissions, lawful bases, and instructions needed to submit personal information to the services and to instruct DynamicMail to process it.

Sensitive Data

Customers must not upload government identifiers, identity documents, signatures, health data, financial data, or other sensitive data unless the applicable plan, workflow, and data processing terms allow that use.

Invoicing And Tax

Unless an order states otherwise, fees are exclusive of GST, withholding, duties, levies, and other taxes. DynamicMail may add required taxes to invoices and may request tax information needed to issue valid taxable supply information.

DynamicBooks

DynamicBooks provides software support for records and invoice workflows. It is not tax, accounting, audit, legal, statutory filing, statutory reporting, or government compliance advice, and the customer remains responsible for review and compliance.

Agent Credits

Agent credits are software usage credits only. They are not cash, stored value, deposits, transferable funds, regulated payment balances, currency equivalents, refund balances, wallets, or redeemable value.

Mandatory Rights

Nothing in these terms excludes, restricts, or modifies any Consumer Guarantees Act, Fair Trading Act, unfair contract term, small trade contract, or other right that cannot be excluded, restricted, or modified under New Zealand law.