

Client User Terms and Conditions

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Introducing Ourselves

OneReg is the name of our software, but your agreement is with us, OneReg Limited.

We will refer to ourselves as OneReg or “we” or “us” and to you as “you” (we try to keep things simple!) or sometimes as our “Client”.

Before we can activate your subscription to OneReg, please return to us a signed copy of your Order Form or Agreement to us.

The Basics

OneReg is a cloud-based software service designed to help you to complete the requirements for compliance with relevant laws and regulations or possibly with your organisation’s own internal rules and procedures.

Your subscription will allow you and your authorised users to access OneReg to upload, manage and store data including your chosen compliance requirements and your own plans on how you will meet those requirements.

Your Users

Your subscription allows you and your chosen number of users to access and use OneReg and to upload data up to your specified limit.

You will be responsible for deciding how much of the data and which functionalities of OneReg you allow each user to access and for making sure all users understand and accept the terms of this agreement. You are responsible for the activities of all users accessing your subscription.

You will need to nominate a person responsible for overall management of the subscription who will be our main contact and a person responsible for ensuring the subscription payments are kept up to date.

Your Subscription

We need you to keep your information about the subscription up to date and secure. That means telling us about any changes in contact details or when you need to change your Subscription Plan. If you want to transfer your subscription, please contact us to make the arrangements. You also have to ensure your contact detail including passwords for access to OneReg are strong and secure.

We are continually making small improvements to OneReg. When we do, we will tell you in advance so you understand whether it will affect you and how you can benefit from the change. Changes will be automatically included in your subscription unless we decide to charge for an upgrade, but if we do you will have a choice.



We love finding ways to improve our OneReg software. We employ people to do exactly that, but if you have an idea for something extra you need OneReg to do, we would love you to talk to us to see if we can help. We reserve the right to develop and use new ideas without restriction.

Following the termination of your subscription, we will, if requested and if payment is up to date, continue to store your latest version of your data free of charge for six months and make it available to you if you decide to reactivate your subscription.

Pricing

Once your subscription commences, we will bill you according to the Subscription Plan in your Order Form.

Occasionally we may need to change our subscription prices. In that case we will give you at least 1 month advance notice so that if you want to you can make other arrangements.

Data Security, Privacy and Confidentiality

Data is central to what we do and we understand that we all have to do everything we reasonably can to protect your data from unauthorised access.

We have invested and will continue to invest in technical, physical and procedural safeguards to ensure as far as we can that your data remains accessible to authorised users and inaccessible to unauthorised users. However, we cannot guarantee that; unauthorised access may occur because of a user lapse or due to a deliberate act by a third party.

You must do your part by ensuring that you also have the best available protections for your data and suitable technical and procedural processes in place.

In the event of a breach of data security or loss of data or access to data there are procedures in place to help us work with you to recover the situation including from OneReg's back-up of your data and rollback capability. Most important of those is that we each agree to tell each other as soon as we discover a breach or loss. We commit to you that we will do so. Details of our Data Protection and Recovery policy are available on our website.

We will never share your business information, whether or not it is confidential, with any other person unless we have your prior consent or we have been ordered to provide it by a court or a regulatory authority with legal power to demand it.

Privacy of personal information is important. It can be as basic as a name and contact details or be comprehensive personal records of work, health or habits of individuals. Most countries have specific laws about how personal information is obtained, stored and used. It is your responsibility to comply with those laws.

We all have obligations to protect personal data to respect the privacy of individuals and you are responsible for ensuring that personal information is accurate, kept confidential and only used for a proper purpose. For more about this, please read our policy on Privacy of Personal Information available on our website.

You own all data you upload to OneReg. To allow OneReg to manage your data you grant us a licence to copy, transmit and store the data. You also agree to us using the data on an anonymised basis to develop our services or create new functionalities that may be of use to you or to other users.

Downtime, Maintenance and Modifications

We plan and expect to have OneReg available to you 24 hours every day, but sometimes that is out of our control. We do not accept any responsibility or liability for loss of your data except in the case of manifest error in or malfunction of OneReg software or a deliberate act of any employee of OneReg. To protect against temporary loss of access and for recovery in the event of a data loss or denial of access you must ensure that you retain one or more independent, current back-up copies of your data in addition to the security back-up retained within OneReg.

We do not expect to suspend access to OneReg for planned maintenance or modifications, but if we need to do that, we will give you advance notice when possible.

When we are planning to release a new feature or to modify or discontinue a feature, we will advise you by notification through our website. We will always try to give you sufficient time to make any changes you need, but sometimes changes may be needed urgently and we cannot give prior notice.

Intellectual Property

We own or have a license for all of the intellectual property that is part of the OneReg software. That includes all of the copyright, trademarks, designs (including look and feel), functionalities, compilation, connectivity, processes and standard report forms.

Your subscription authorises you to use the intellectual property for the purposes of your own business and operations for as long as the subscription is current and paid, but other than for those purposes, you agree not to copy, distribute, modify or make any derivative works from our intellectual property or content.

Liability and Indemnity

We will always try to provide the best possible user experience for you as a subscriber to OneReg but we do not make any warranties, your agreement is to subscribe for and use OneReg as is.

In particular, and without limiting the previous statement, we disclaim all warranties about the suitability of OneReg for your intended use, continuity of access, non-infringement of intellectual property and any implied warranties of merchantability or fitness for purpose.

We do not accept any liability if your use of OneReg causes you any loss of revenue or profit, loss of goodwill or customers, loss of anticipated benefits or any other financial loss whether direct or indirect. If in any case you are able to demonstrate a loss and that we are liable for it, you agree that the total damages and costs payable to you shall be no more than the total subscription payments to us in the 12 months prior to the date the loss first occurred.



It is possible that a third party may claim against you for some failure or activity such as a mistaken or wrongful use or disclosure of data (including personal information) and also or alternatively, claim against us for their loss. In the event of any third party claim you agree to indemnify us in full for our costs in defending the claim and for any damages or other compensation we are ordered by a court or agree (with your prior written consent) to pay, unless and to the extent the claimed loss is caused by our intentional act or willful failure.

Disputes and Law

Our first objective in the case of any dissatisfaction or dispute is to resolve it through discussion and practical solutions. If we cannot agree through that process both parties agree to resolve any dispute through binding arbitration following an agreed process or, if we can't agree a process then in accordance with the Arbitration Act 1996 (New Zealand).

If any dispute cannot be resolved through agreement or arbitration, any claim by either you or us may only be made in the Courts of New Zealand and must be made in each party's individual capacity and not as part of a class or representative claim.

This agreement and all associated agreements are subject to and shall be interpreted in accordance with New Zealand law and the Courts in New Zealand shall have exclusive jurisdiction.

Termination

Unless agreed otherwise, Your subscription will remain in force until terminated. You can choose to terminate your subscription any time by giving us at least 30 days' notice in writing.

We reserve the right to terminate your subscription on at least 30 days' notice in writing to coincide with the end of a current billing period which has been paid for.

We may also terminate your subscription immediately by written notice if you fail to pay your subscription fees or in our opinion you have materially breached the terms of this agreement and have not remedied the breach to our satisfaction if you have or breached them in a way that cannot be remedied.

No refund is payable in the event that your subscription is terminated prior to the end of a billing period paid or due for payment.

Some Do's and Don'ts

Please always

ensure that your users have good password protection levels

we strongly recommend that users operate with OneReg's two factor identification

keep regular back-up copies

ensure that you save wanted data as you input it (our auto prompt will remind you!)

You may not:

use OneReg in any way that might compromise the system's or any user's security;

upload any data or material to OneReg which contains a virus or malicious code or which is offensive, violates any law (including applicable export or trade embargo laws) or infringes the rights of others;

modify, copy adapt, reproduce, dis-assemble, decompile, reverse engineer or extract source code from any part of OneReg.

Updates

We plan to continually enhance OneReg and that may require us to change the terms of this agreement and our associated policies. We reserve the right to do so at any time and will notify you when we do so, by sending a message to your designated contact point for Notices in the Application. You agree that changes to the terms of this agreement and our policies will apply to you from the time we notify you of the change. We will always try to give you at least 30 days advance notice of any change but may decide to introduce a change immediately.

Last Legal Things

OneReg is a software system for you to use as a resource to make your work easier. We are not an advisor or professional services firm and are not able to help you or advise you on your content; but we will help you if you have technical problems with OneReg.

Your use of OneReg does not mean that you and we are in any form of partnership, joint venture or agency.

We aim to have OneReg available to you all the time during your subscription, but some things we cannot control. In accepting these terms and conditions you accept that we don't accept any liability for losses or inconvenience due issues beyond our reasonable ability to control them.

Notices you need to send to us of a formal or legal nature must be sent to info@onereg.com. We will send such notices to the email address of your primary contact as advised to us from time to time. Emailed notices will be considered as delivered upon confirmation of electronic delivery of the email.

CONFIDENTIALITY

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of OneReg limited.

The contents of this document have not been independently verified and they do not purport to be comprehensive, or to contain all the information that a prospective client or business partner may need. No representation, warranty or undertaking, expressed or implied is or will be made or given and no responsibility or liability is or will be accepted by the Company or by any of its directors, employees or advisors in relation to the accuracy or completeness of this document or any other written or oral information made available in connection with the Company.

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