

# Taxlab Interface Terms of Use

These Interface Terms of Use were last updated on 21 June 2018.

**Welcome to Taxlab, an online software-as-a-service system designed to assist you with accounting and tax compliance.**

**These Interface Terms of Use set out our, and your, rights and obligations in relation to interfacing your Partner Application with the Taxlab Application. Please read these Interface Terms of Use carefully before interfacing your Partner Application with the Taxlab Application. By interfacing your Partner Application with the Taxlab Application you agree to follow and be bound by these Interface Terms of Use. If you do not agree to all the Interface Terms of Use, you must not interface the Partner Application with the Taxlab Application.**

**These Interface Terms of Use may be varied by us at any time, effective upon the posting of modified terms on the Taxlab Website or as otherwise notified to you in writing (including by email). You will ensure that you have read, understood and agreed to the most recent terms posted on the Taxlab Website or as otherwise notified to you.**

## 1. Definitions and Interpretation

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1.1 In this Agreement, unless the context requires otherwise:

**Agreement** means these Interface Terms of Use, the Specific Terms, and the Registration Page;

**Application** means any iOS, Android or other mobile app made available by Taxlab that allows Partner or Users to access the Taxlab Application;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Auckland, New Zealand;

**Commencement Date** means the date you request a subscription through the Registration Page;

**Confidential Information** means the Partner APIs, Taxlab APIs, the Taxlab Data, the Taxlab Access Details, roadmaps or other information on upcoming releases for the Taxlab Application, Taxlab APIs or other Taxlab products, the Partner Data (if any), and all information that is by its designation or nature confidential including as applicable but not limited to results, outcomes, conclusions, experimental methods, notes, designs, records, computer programs, inventions, innovations, software, patterns, specifications, drawings, techniques, reports, know-how, data, processes, developments, formulations, applications, methods of manufacture, and graphics, and for the purposes of this Agreement will include the terms of this Agreement or the fact that an agreement between the parties may be in place, but will not include information which:

- (a) is or becomes generally available to the public (other than as a result of a breach by the receiving party of clause 6);
- (b) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (c) the parties agree in writing is not confidential or may be disclosed;

**Intellectual Property Rights** means all brand names, trade marks, service marks, trade names, logos, copyrights, patents, licences, designs and rights in a design, look and feel, know-how, trade secrets, inventions, technical data, concepts, ideas, moral rights and all other similar property, whether or not registered, in the course of being registered or unregistered and any analogous rights worldwide;

**Interface Method** means one or both of the following methods by which Partner will interface the Partner Application with the Taxlab Application:

- (a) use of the Taxlab APIs; or
- (b) use of the Partner APIs;

**Partner** means the partner specified on the Registration Page;

**Partner APIs** means:

- (a) application programming interfaces developed by or for Partner, and other tools used by Partner, as specified on the Registration Page, that allow Partner to interface its Partner Application with the Taxlab Application;
- (b) a method of transferring Partner Data and/or Taxlab Data between the Partner Application and Taxlab Application using CSV or other agreed file format; or
- (c) such other method agreed between the parties;

**Partner Application** means the software and other technology offered to customers by Partner, as described more fully on the Registration Page;

**Partner Data** means the data (if any) owned by or licensed to Partner as more particularly described on the Registration Page;

**Purpose** means the purpose set out on the Registration Page;

**Registration Page** means the Registration Page on the Taxlab Website <https://developer.taxlab.co.nz/> or otherwise in writing where Partner registers to interface its Partner Application with the Taxlab Application, and includes any commercial, technical and/or legal terms populated by Taxlab that Partner agrees to in order to interface the Partner Application with the Taxlab Application;

**Specific Terms** means the specific terms (if any) set out on the Registration Page;

**Taxlab, we, us** and **our** means Taxlab Limited;

**Taxlab Application** means the Taxlab software-as-a-service consisting of tax provisioning, income tax returns, FBT returns and any other modules offered by Taxlab from time to time, accessible via the Taxlab Website and/or Application;

**Taxlab Access Details** means any details to access or use the Taxlab APIs or Taxlab Application, including user names, passwords or API registration keys;

**Taxlab Interface Fees** means the fees, if any, payable for the use of the Taxlab APIs, as set out on the Registration Page, or otherwise specified by Taxlab on the Taxlab Website or in writing;

**Taxlab APIs** means the Taxlab application programming interfaces, and other tools made available by Taxlab, as specified on the Registration Page, that allow Partner to interface its Partner Application with the Taxlab Application;

**Taxlab Data** means the data owned by or licensed to Taxlab as more particularly described on the Registration Page and includes any modifications or enhancements to that data, whether developed by Taxlab, Partner or any third party;

**Taxlab Website** means www.taxlab.co.nz or any other URL address notified to Partner by Taxlab from time to time;

**User** means end-users of the Taxlab Application and/or the Partner Application; and

**Virus** means any thing or device (including any software, code, file or program) which may:

- (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or
- (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 In this Agreement, unless the context requires otherwise:

- (a) words importing one gender include the others;
- (b) words importing the singular or plural number include the plural and singular number respectively;
- (c) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement; and
- (d) a **person** includes any individual, corporation, unincorporated association, government department or municipal authority.

## 2. Licence

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2.1 **Taxlab Licences:** In consideration for giving Users the ability to use the Taxlab Application and Partner Application seamlessly, Taxlab grants to Partner with effect from the Commencement Date a non-exclusive, non-transferable and revocable right to:

- (a) interface the Partner Application with the Taxlab Application using the Interface Method;
- (b) use the Taxlab APIs to enable the Partner Application to interface with the Taxlab Application where the Interface Method requires the use of those Taxlab APIs; and
- (c) retrieve and use the Taxlab Data to the extent necessary to facilitate Partner's own, or a User's, use of the Taxlab Application through the Partner Application. Nothing in this clause permits Partner or its Users to retrieve or use any Taxlab Data that they are not authorised to access,

solely for the Purpose and subject to the terms of this Agreement.

2.2 **Partner Licences:** Partner grants to Taxlab a royalty-free, non-exclusive, non-transferable licence to:

- (a) use the Partner Application and Partner APIs to:

- (i) use and demonstrate the Partner Application and its content for the purposes of marketing, demonstrating, and making the Partner Application available, to Users;
  - (ii) link to and direct Taxlab Users to the Partner Application;
  - (iii) carry out any testing to ensure the level of usability, performance, functionality and/or security of the Partner Application as interfaced with the Taxlab Application is acceptable to Taxlab;
- (b) use the Partner Data to the extent necessary to update any data in the Taxlab Application (in which case that Partner Data, to the extent it updates any data in the Taxlab Application, will be deemed to form part of the data in the Taxlab Application);
  - (c) refer to Partner in any marketing or publicity as a party authorised to interface the Partner Application with the Taxlab Application (including as a licensee of the Taxlab API, if applicable);
  - (d) publish details relating to the Partner Application, Interface Method, and Partner's name and branding, on the Taxlab Website, promotional materials and press releases.

2.3 **Updates and Modifications:** Taxlab may, at its sole discretion, modify the Taxlab APIs or release subsequent versions of the Taxlab APIs. Partner may not modify the Partner APIs, or the Interface Method, without Taxlab's prior written consent. Partner is responsible for ensuring the Partner Application interfaces with any modified or updated version of the Taxlab APIs or Partner APIs.

2.4 **Discontinuation of API or right to Interface:** Partner acknowledges and agrees that Taxlab may:

- (a) discontinue the Taxlab APIs at any time. No such discontinuance will be a breach of this Agreement or in any way be deemed to be a termination of this Agreement; or
- (b) terminate the licence(s) granted under clause 2.1 (in respect of any or all of the Interface Methods under clause 2.1) by giving Partner 5 Business Days' prior notice, if the Partner Application does not operate with the Taxlab Application in the manner specified, or as contemplated, by Taxlab.

2.5 **Fees and Payment:** Partner will pay:

- (a) the Taxlab Interface Fees (if any); and
- (b) Taxlab for any assistance provided by it to Partner to interface the Partner Application with the Taxlab Application where specified on the Registration Page or otherwise agreed in writing. Unless otherwise agreed between the parties, the fees for such services will be charged on a time and materials basis at Taxlab's then current standard services rates.

Taxlab will issue invoices for the fees set out in this clause and Partner will pay such invoices by the 20<sup>th</sup> of the month following the month of the invoice. If Partner fails to pay any invoice when due, Taxlab may, without liability to Partner, suspend access to all or any of the Taxlab APIs used by Partner (even if provided at no charge) and/or cease to allow any other Interface Method, until all amounts owing are paid in full. Taxlab may vary any of the Taxlab Interface Fees or other fees by giving Partner at least 30 days' prior written notice.

### **3. Restrictions on use**

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#### **3.1 Restrictions:** Partner will not:

- (a) copy, other than as permitted under this Agreement, modify, translate, reverse engineer, decompile or (as applicable) otherwise attempt to extract the source code of the Taxlab APIs, the Taxlab Application, the Taxlab Data or any part of those items;
- (b) use the Taxlab APIs to connect to any application other than the Partner Application, including any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
- (c) use the Taxlab APIs or the Taxlab Data in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to Intellectual Property Rights or rights of privacy;
- (d) use the Interface Method in a manner that:
  - (i) infringes the Intellectual Property Rights of a third party;
  - (ii) introduces any Viruses into the Taxlab Application;
  - (iii) negatively impacts on the level of usability, performance, functionality and/or security of the Partner Application as interfaced with the Taxlab Application;
- (e) share, sell or transfer Taxlab Data. Partner may only use such Taxlab Data within the Partner Application itself;
- (f) use Taxlab Data for any data analytics;
- (g) replicate, in whole or in part, the "look and feel" of the Taxlab Application in the Partner Application;
- (h) circumvent technological measures that prevent direct database access, or manufacture tools or products to that effect;
- (i) build conversion functionality that converts Taxlab Data from the Taxlab Application for use in the Partner Application, or on a competing product or service, except to the extent approved by Taxlab in writing;
- (j) use Taxlab's branding, trademarks or logos, or the names of the Taxlab Application without the prior written consent from Taxlab; or
- (k) do anything to incur any liability on Taxlab, harm the reputation of Taxlab or otherwise bring Taxlab's brand into disrepute, or cause Taxlab to lose the services of any of its suppliers (including any ISP) or business of any of its Users.

#### **3.2 Other Partner Obligations:** Partner will:

- (a) ensure that it includes its own end-user licence agreement and privacy policy for Users to agree to when they access the Partner Application or Partner APIs (to the extent Users are required to access those Partner APIs);

- (b) subject to clause 4.1, use reasonable endeavours to promote the use of the Taxlab Application including, where relevant, on Partner's website and in other marketing materials;
- (c) at Taxlab's request, provide appropriate training for Taxlab personnel on the use and operation of the Partner Application (as the functionality of the Partner Application may change from time to time) to enable Taxlab to assist its Users with their use of the Partner Application, as interfaced with the Taxlab Application;
- (d) support, manage and maintain all functions of the Partner Application and Partner APIs, including the interfacing of the Partner Application with the Taxlab Application (**Support Services**). Such Support Services will ensure that the Partner Application interfaces seamlessly with the Taxlab Application (including through the Interface Method) and will include the provision of prompt fault resolution and updates to the Partner Application and/or Partner APIs from time to time.

3.3 **Right to test:** Partner acknowledges and agrees that Taxlab may, prior to the Partner Application (as interfaced with the Taxlab Application) being made available to third parties, request that Partner demonstrates to Taxlab that the Partner Application operates with the Taxlab Application in the manner specified, or other contemplated by, Taxlab. Taxlab may request Partner to make any reasonable changes to the interface between the Partner Application and the Taxlab Software before the interfaced platforms are made available to third parties.

3.4 **Restrictions on API Calls:** Partner acknowledges and agrees that Taxlab may limit the number of API calls to the Taxlab Application (using the Interface Method) that Partner will be permitted to make during any given period. Taxlab will determine, at its sole discretion, call limits based on any factors it considers relevant, including how the Partner Application is used or the anticipated volume of use associated with the Partner Application. Taxlab may charge Partner for API calls that exceed the call limits determined by Taxlab.

3.5 **Open Source Licence Restrictions:** Certain third party licence terms require that computer code be generally:

- (a) disclosed in source code form to third parties;
- (b) licensed to third parties for the purpose of making derivative works; or
- (c) redistributable to third parties at no charge (collectively, **Open Source Licence Terms**).

Partner will not, by interfacing the Partner Application with the Taxlab Application using the Interface Method, use, incorporate, modify, distribute, provide access to, or combine the computer code of Taxlab with any other computer code or intellectual property in a manner that would subject Taxlab's computer code to Open Source Licence Terms.

#### 4. Consultation and Publicity

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4.1 **Consultation:** Each party agrees to consult with the other party when developing marketing materials, promotional items, user manuals, and similar items (including price lists, brochures and other documents) relating to the Partner Application as interfaced with the Taxlab Application.

- 4.2 **Publicity:** Except as set out in this Agreement, Partner may not make any public statements about this Agreement or the interfacing of the Partner Application with the Taxlab Application without Taxlab's prior written consent.
- 4.3 **Good faith:** Each party will act in good faith towards the other party in all communications with its respective Users or otherwise in the public domain (including by maintaining professional opinions of one another and its products). Each party will not intentionally harm the reputation of the other party or otherwise bring the other party's brand into disrepute.
- 4.4 **Conduct:** Partner will avoid deceptive, misleading or unethical practices that are, or might be, detrimental to Taxlab, the Taxlab Application, or the public, and will not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to Partner, Taxlab, the Partner Application or the Taxlab Application.

## 5. Term and Termination

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- 5.1 **Term:** This Agreement will commence on the Commencement Date and will continue until either party gives the other party at least 5 Business Days' prior written notice of its intention to terminate this Agreement.
- 5.2 **Termination for cause:** A party may terminate this Agreement with immediate effect on giving written notice to the other party if the other party:
- (a) materially breaches this Agreement and:
    - (i) the material breach cannot be rectified; or
    - (ii) the material breach can be rectified but the defaulting party fails to remedy such breach within 10 Business Days of notice in writing of that breach; or
  - (b) becomes bankrupt, goes into liquidation or has a receiver, statutory manager or administrator appointed over any of its assets, becomes insolvent, ceases to carry on its business or makes any composition or arrangement with creditors.
- 5.3 **Consequences of termination or expiry:** On expiry or termination of this Agreement:
- (a) subject to paragraph (c) below, Partner will cease using the Interface Method and Taxlab Data, and deactivate the Partner Application or otherwise remove its interface with the Taxlab Application;
  - (b) each party will, at each other party's direction, either deliver to that other party, or destroy/delete, all copies of that other party's Confidential Information in its possession or control; and
  - (c) unless otherwise specified by Taxlab, Partner will continue to supply the Partner Data (if any) to the Taxlab Application for such period reasonably specified by Taxlab to allow for a smooth transition for Users from the Partner Application to any other application that interfaces with the Taxlab Application, on and subject to the terms and conditions of this Agreement.
- 5.4 **Survival:** Clauses 4, 6, 7, 8, 9 and 10 survive expiry or termination of this Agreement. Termination of this Agreement will not affect any claim by either party against the other party arising out of any breach or failure under this Agreement prior to termination.

## 6. Confidentiality

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- 6.1 **Obligation:** Each party will keep the other party's Confidential Information confidential and will not:
- (a) use any of the other party's Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
  - (b) disclose any of the other party's Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement (**Permitted Purpose**).
- 6.2 **Disclosure:**
- (a) A party may disclose the other party's Confidential Information to those of its officers, employees, contractors or professional advisors (**Representatives**) who need to know that Confidential Information for the Permitted Purpose, provided that:
    - (i) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
    - (ii) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 6.
  - (b) A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

## 7. Intellectual Property Rights

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- 7.1 **Taxlab IP:** Partner acknowledges and agrees that all Intellectual Property Rights in the Taxlab APIs, the Taxlab Application, the Taxlab Website and the Taxlab Data are the property of Taxlab or its licensors, as the case may be, and Partner will have no rights in or to the Taxlab APIs, the Taxlab Application, the Taxlab Website or the Taxlab Data other than as expressly provided in this Agreement.
- 7.2 **Partner IP:** Taxlab acknowledges and agrees that all Intellectual Property Rights in the Partner Application, Partner APIs, and Partner Data are the property of Partner or its licensors. Partner will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Partner Application, Partner APIs, and Partner Data.
- 7.3 **Indemnity:** Partner warrants:
- (a) it is authorised to input the Partner Data (if any) into the Taxlab Application; and
  - (b) the Partner Application, Partner APIs, and Partner Data (if any) inputted to the Taxlab Application in accordance with this Agreement, do not infringe the Intellectual Property Rights or any other rights of any third party.

Partner will indemnify Taxlab against all loss or damage that Taxlab sustains or incurs arising out of or in connection with any breach of warranty under this clause.



7.4 **Taxlab Developments:** Partner acknowledges and agrees that Taxlab may independently create products or services that may be the same or similar to, or competing with, the Partner Application or Partner APIs. Nothing in this Agreement will be construed as restricting or preventing Taxlab from creating and fully exploiting such products or services.

## 8. Warranties

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8.1 **Warranty:** Each party warrants to the other party that it has the full power and authority to enter into this Agreement.

8.2 **Exclusions:** Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. Without limiting the effect of the preceding sentence, Taxlab does not warrant that the Taxlab Application, Taxlab APIs or the Taxlab Data is accurate, complete, reliable, secure, useful or fit for purpose.

## 9. Limitation of Liability

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9.1 **Unrecoverable loss:** Notwithstanding anything in this Agreement to the contrary, Taxlab will not be liable under the law of tort, contract or otherwise for any form of loss or damage, including:

- (a) loss suffered or incurred by Partner as a result of or in connection with Partner's use of the Interface Method, Taxlab Data, or the Taxlab Application; or
- (b) direct, indirect or consequential loss or damage arising out of, or in connection with, this Agreement.

9.2 **Maximum liability:** If, despite clause 9.1, Taxlab is liable to Partner, Taxlab's maximum aggregate liability for any loss or damage under this Agreement will not exceed in aggregate NZD\$50.

## 10. General

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10.1 **Entire Agreement:** This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understanding or agreements on that subject matter.

10.2 **Relationship:** This Agreement will not be deemed to create a partnership, joint venture or agency relationship of any kind between the parties.

10.3 **Invalid Provisions:** If any part or a provision of this Agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this Agreement will continue to operate.

10.4 **Waivers:** A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver.

10.5 **Variations:** This Agreement may be varied by Taxlab at any time, effective upon the posting of modified terms on the Taxlab Website or as otherwise notified to Partner in writing (including by email). Partner will ensure that it has read, understood and agreed to the most recent terms posted on the Taxlab Website or as otherwise notified to Partner.

- 10.6 **Assignment:** Partner will not assign, transfer or otherwise deal with this Agreement or any of its rights or obligations under this Agreement, whether in whole or in part, without Taxlab's prior written consent.
- 10.7 **Notices:** Notices and other communications under this Agreement are to be given in writing by email, personal delivery or by post and must be:
- (a) sent to the correct email or address designated in writing by each party for that purpose from time to time. The designated email address for notices Partner sends to Taxlab is support@taxlab.com; and
  - (b) marked for the attention of the designated person or office holder (if any).
- 10.8 **Deemed Receipt:** A notice or communication in relation to this Agreement will be deemed to be received:
- (a) in the case of a letter, on the third Business Day after posting; or
  - (b) in the case of email, on the Business Day on which the email is successfully delivered; and
  - (c) in the case of personal delivery, when delivered.
- 10.9 **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of New Zealand. If Partner wishes to bring any claim or other action against Taxlab arising out of or in connection with this Agreement then Partner must bring that claim or other action against Taxlab in New Zealand.