

Terms & Conditions

These Terms & Conditions (the **Agreement**) are a legally binding contract between you and Communi. They govern your access to and use of all Communi websites, apps, dashboards, content, products and services (the **Sites** or **Services**).

Communi is operated by **Daom Limited** trading as Communi (New Zealand company no. 9403442), 25 Broderick Road, Johnsonville, Wellington 6037, New Zealand.

By accessing or using the Sites you agree to this Agreement and the policies it incorporates. If you do not agree, do not use the Sites.

1. Who this applies to

This Agreement applies to all users of the Sites: **Visitors** (unregistered users), **Members** (registered users) and **Affiliates** (participants in the Affiliate Program).

If you use the Sites for an employer or organisation, you confirm you have authority to bind them, and "you" means both you and that organisation.

2. Policies that form part of this Agreement

The following policies are incorporated into this Agreement and you agree to them by using the Sites:

- **Privacy Policy** — how we collect, use and protect personal information.
- **Refunds & Cancellations Policy** — refund eligibility, procedures and chargebacks.
- **Complaints & Dispute Resolution Policy** — how to raise a complaint and who else you can go to.
- **Billing & Payments** — payment methods, fees, GST, invoicing and reserves.
- **Community Guidelines & Platform** — acceptable behaviour and content.
- **Affiliate Program Terms** — affiliate participation, commissions, clawbacks and payouts.

These policies may be updated as described in clause 4.

If they conflict: the Affiliate Program Terms prevail for affiliate matters; the Refunds & Cancellations Policy prevails for refunds; the Complaints & Dispute Resolution Policy prevails for disputes; otherwise this Agreement controls.

3. Interpretation and definitions

3.1 Interpretation. Headings are for convenience only. Singular includes plural. "Including" means "including but not limited to". References to legislation include amendments and replacements. "You" includes your permitted successors and assigns. "Communi", "we", "our" and "us" mean Daom Limited trading as Communi and its related companies, successors and permitted assigns.

3.2 Definitions.

- **Account** — the registered profile you create to use the Sites.
 - **Affiliate** — an individual or entity accepted into the Affiliate Program.
 - **Applicable Law** — all laws and regulations that apply to you or Communi from time to time.
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- **Community Guidelines** — the Community Guidelines & Platform policy.
 - **Net Transaction Value (NTV)** — the amount actually received by Communi for a Qualifying Transaction after deductions (refunds, chargebacks, reversals, transaction fees, currency conversion, taxes, levies). Commissions are never calculated on gross revenue.
 - **Qualifying Transaction** — a valid, completed, paid purchase tracked under the Affiliate Program, not subject to refund, cancellation or fraud, and not a self-purchase or test transaction.
 - **Services** — the Sites, groups, tools, features, apps and other offerings Communi makes available.
 - **Support Centre** — Communi's official helpdesk and ticketing platform.
 - **User Content** — text, images, video, audio and other material you upload or submit.
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4. Changes to this Agreement and the Services

How we change these terms. We may change this Agreement or an incorporated policy. If a change is material — for example a change to fees, to commission rates, to how or when money is paid, or a reduction in what we provide — we will give you at least thirty (30) days' notice by email to your registered address and by notice in the platform before it takes effect.

Your right to leave. If you do not accept a material change, you may cancel your account before it takes effect, and we will refund any fees you have paid for a period after cancellation. Continuing to use the platform after a material change takes effect means you accept it.

Changes that need a signature. For changes that reduce money owed to you, we may require you to confirm acceptance (for example by clicking "I agree") before your next payout is processed.

Changes to the Services. We may modify, suspend or discontinue features of the Services. Where a change materially reduces a paid feature you rely on, we will give you reasonable notice and, if you cancel as a result, refund the unused portion of any fees you have prepaid. This clause does not limit any liability we have that cannot lawfully be limited (see clause 15).

5. Using the Sites

You are responsible for using the Sites in compliance with Applicable Law and the Community Guidelines. You must not use the Sites for any unlawful, fraudulent, harmful or unauthorised purpose.

Prohibited conduct includes: using bots, crawlers or automated tools without our written consent; reverse engineering, copying or modifying the Sites; attempting unauthorised access to accounts, systems or data; distributing malware; spam or deceptive practices; and activity likely to damage Communi's infrastructure or operations.

6. Your content

You are responsible for the User Content you submit. The licence you grant Communi over your User Content, and the moral-rights position, are set out in the **Community Guidelines & Platform** policy (section on Content licence). In short: we get a broad licence to host and display your content to run the Services; we only use it to promote Communi with your consent; and you keep ownership.

You confirm you have the rights to your User Content and that it does not infringe anyone else's rights.

7. Third-party sites and services

The Sites may link to or integrate third-party services. We are not responsible for third-party content or practices, and your use of them is at your own risk. A link is not an endorsement.

8. Privacy

Our **Privacy Policy** explains how we collect, use and protect personal information, and your rights under the Privacy Act 2020.

9. Affiliate Program (summary)

Participation is governed by the **Affiliate Program Terms**. In summary: commissions are based only on NTV; Pending balances are not payable until they become Available; commissions must be withdrawn within the Withdrawal Window; and we may apply adjustments, clawbacks, reserves or offsets as set out in those terms. The full terms prevail for affiliate matters.

10. Fees and refunds

Fees are payable as described on the Sites and in the **Billing & Payments** policy. Prices shown to New Zealand customers include GST where it applies; pricing and tax are set out in full in the Billing & Payments policy. Refunds are governed by the **Refunds & Cancellations Policy** and by your rights under the Consumer Guarantees Act 1993.

11. Conduct and communication

Please treat our staff and other users with respect. Harassment, threats, abuse, impersonation or misrepresentation may result in suspension or termination.

We ask that you raise concerns with us directly through the Support Centre rather than publicly, so we can address them. You must not knowingly make false or misleading statements about Communi, its products, services or staff. **Nothing in this clause prevents you from** giving an honest opinion or review, making a disclosure required or protected by law, complaining to a regulator or dispute resolution body, or giving evidence in a proceeding. Breach of this clause may lead to termination; **it does not cause loss of money you have already earned.**

12. Suspension and termination

We may suspend or terminate an account for breach of this Agreement, fraud, unlawful conduct, serious reputational harm to Communi, non-payment, or a genuine security risk. During suspension, access may be restricted and payouts held pending review.

On termination, commission tied to refunded, cancelled, fraudulent or adjusted transactions is reversed. Where we terminate for a reason other than breach, fraud or unlawful conduct, or where you leave voluntarily, your Withdrawable Commissions remain payable and the 90-day withdrawal period in the Affiliate Program Terms applies. Where we terminate a paid account other than for your breach, we refund the unused portion of any prepaid fees.

13. Complaints, governing law and jurisdiction

Talk to us first. We ask you to raise the issue with us through the Support Centre so we can try to fix it. We will acknowledge within 2 business days and aim to respond substantively within 10 business days.

You do not have to wait for us. Using our internal process is not a precondition to any legal right you have. You may at any time:

- take a claim to the **Disputes Tribunal** (claims up to \$60,000) or the District Court;
- complain to the **Commerce Commission** about conduct under the Fair Trading Act 1986 or Consumer Guarantees Act 1993 — comcom.govt.nz;
- complain to the **Office of the Privacy Commissioner** about how we have handled your personal information — privacy.org.nz;
- contact the **Approved Agency** under the Harmful Digital Communications Act 2015 about harmful content — currently Netsafe, netsafe.org.nz;
- contact **Consumer Protection** (MBIE) for free guidance — consumerprotection.govt.nz.

Governing law. This Agreement is governed by the laws of New Zealand.

Jurisdiction. The New Zealand courts have non-exclusive jurisdiction over any dispute arising out of or in connection with this Agreement. Nothing in this clause prevents you from bringing a claim in the Disputes Tribunal, or in any court or tribunal of your country of residence where the law of that country gives you that right.

14. Your consumer rights, warranties and disclaimers

The Sites are provided on an "as is" and "as available" basis, and we do not warrant uninterrupted or error-free operation or any particular result. Reliance on Site content is at your own risk. This clause is subject to the guarantees below, which it does not limit.

Your rights under New Zealand consumer law. If you are a consumer as defined in the Consumer Guarantees Act 1993, you have guarantees under that Act — including that our services will be supplied with reasonable care and skill, be reasonably fit for purpose, and be supplied within a reasonable time — and rights under the Fair Trading Act 1986. **Nothing in these terms excludes, restricts or modifies those rights, and any part of these terms that purports to do so does not apply to you.** Where a limitation or exclusion in these terms cannot lawfully apply to you, it is to be read as applying only to the maximum extent the law allows.

Business users. If you acquire our services in trade, and you and Communi are both in trade, then under s 43(2) of the Consumer Guarantees Act 1993 and s 5D of the Fair Trading Act 1986 you and Communi agree that the Consumer Guarantees Act 1993 and ss 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply. You acknowledge this exclusion is fair and reasonable, that you had the opportunity to take legal advice, and that our pricing reflects it. This clause does not apply to the unfair contract terms provisions of the Fair Trading Act 1986, which cannot be contracted out of.

Other countries. Nothing in these terms excludes, restricts or modifies any right or remedy available to you under the Australian Consumer Law, UK or EU consumer legislation, or any other consumer protection law of your country of residence that cannot be excluded by agreement. To the extent of any inconsistency, that law prevails.

15. Limitation of liability

What we are not liable for. To the extent permitted by law, Communi is not liable for indirect or consequential loss, loss of profits, loss of opportunity, loss of goodwill, or loss of data, however caused.

Cap. To the extent permitted by law, Communi's total liability to you under or in connection with this Agreement in any 12-month period is limited to the greater of (a) NZ\$500 and (b) the total amount you paid to Communi, or that Communi paid to you in commission, in the 12 months before the event giving rise to the liability.

What the cap does not cover. Nothing in this Agreement limits Communi's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for any liability under the Consumer Guarantees Act 1993 or Fair Trading Act 1986 that cannot lawfully be limited, or for any other liability that cannot lawfully be limited.

16. Indemnity

You indemnify Communi against claims, losses, damages and liabilities (including reasonable solicitors' costs on a solicitor–client basis) arising from your use of the Sites, your breach of this Agreement, or your violation of a third party's rights. This indemnity does not extend to loss caused by Communi's own breach, negligence or unlawful conduct.

17. Export and geographic restrictions

You are responsible for complying with export, re-export and import laws. The Services may not be available in every jurisdiction.

18. Events outside our control

Communi is not liable for failure or delay caused by events beyond its reasonable control, including natural disasters, power or internet failures, industrial action, government action, pandemics or acts of war.

19. Copyright and harmful content

We respect intellectual property rights and operate notice-and-takedown processes for both copyright infringement (reflecting ss 92B–92C of the Copyright Act 1994) and harmful digital communications (reflecting the Harmful Digital Communications Act 2015). The processes, including how to send a notice and how counter-notices work, are set out in the **Community Guidelines & Platform** policy.

20. General

- **Entire agreement.** This Agreement and the incorporated policies are the entire agreement between you and Communi.
 - **Severability.** If a provision is invalid or unenforceable, the rest remains in force.
 - **Assignment.** You may not assign your rights or obligations without our consent. We may assign in connection with a merger, acquisition or sale of the business.
 - **Waiver.** If we do not enforce a right, that is not a waiver of it.
 - **Survival.** Clauses on your content licence, limitation of liability, indemnity, complaints and dispute resolution, and precedence survive termination.
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21. Contact

Questions about these Terms: support@communi.com.

Last updated: 22 July 2026