# ARCHISUITE: TERMS AND CONDITIONS

Version 2026.2 | Effective 14 November 2026

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## 1. Introduction and Acceptance

1.1 Welcome to ArchiSuite. By registering for an account or using the ArchiSuite online engineering calculator platform (the “Platform”), you agree to comply with and be bound by these terms and conditions (“Terms”). Please read them carefully before using the Platform.

1.2 These Terms are a legal agreement between you and ArchiSuite Limited, company number 9443106 (‘ArchiSuite’, ‘we’, ‘us’, ‘our’), for access to and use of the Platform. Where you purchase SES Services, they also govern your separate engagement of Structural Engineering Solutions Limited, company number 5313061 (“SES”) under clauses 5.7 to 5.13. Except where expressly stated otherwise, references to ‘we’, ‘us’ and ‘our’ mean ArchiSuite. If you do not agree to these Terms, you must not access or use the Platform.

1.3 The Platform is available via the ArchiSuite website. By using the Platform, you confirm that you are at least 18 years of age, have the legal capacity to enter into a binding agreement, and, where applicable, are a Licensed Building Practitioner (“LBP”) registered under the Building Act 2004.

1.4 Where you indicate that you are an LBP, including by entering an LBP registration number, you will be required to confirm on-screen that you hold that registration before proceeding. You warrant that any LBP registration number you supply is your own current and valid licence number issued under the Building Act 2004. We do not independently verify LBP registration numbers, and you remain solely responsible for the accuracy of any confirmation you provide.

1.5 If you are registering on behalf of a company, trust, or other entity, you confirm that you are authorised to bind that entity to these Terms.

## 2. Service Description

2.1 The Platform is a web-based structural engineering design platform available to users in New Zealand. The Platform provides engineering calculators covering common residential structural elements, including (without limitation) retaining walls, foundation walls, foundations, lintels, beams (including cantilevers), and steel bracing portal frames. The range of available calculators is non-exhaustive and will continue to evolve. In addition to engineering calculators, the Platform provides project and team management tools, an AI assistant, document verification, and the ability to request additional engineering services. The Platform generates calculations, drawings, project summaries and, where applicable, the SES PS1 as part of the bundled document download.

2.2 The Platform allows you to:

(a) input project and property data to receive a calculated engineering result from one or more available calculators;

(b) generate output documents including Producer Statements (“PS1”) signed off by a responsible engineer;

(c) access an AI-powered chatbot assistant for general navigation assistance; and

(d) where your project falls outside the scope of an available calculator, access options to engage professional engineering services.

2.3 The accuracy of the calculations provided by the Platform is reliant on the accuracy of data input by users. The Platform does not verify the accuracy of the data input by users. You are responsible for the accuracy of all data you enter into the Platform.

2.4 Each calculator has a defined and discrete scope. The Platform is intended to cover most standard residential scenarios within those defined scopes but they are not exhaustive. Where a project falls outside the scope of an available calculator, the Platform will provide options to engage professional engineering services.

2.5 We aim to keep the Platform available at all times but cannot guarantee uninterrupted access. The Platform may occasionally be unavailable, including due to maintenance, technical issues, or circumstances outside our control. Our liability arising from the Platform being unavailable or malfunctioning is governed by clause 12.

2.6 On-screen calculator results displayed via the Platform (including any results available under the free tier) are indicative only and are provided for demonstration and preliminary estimation purposes. On-screen results do not constitute engineering advice, a structural design, or a recommendation and must not be relied upon as the basis for any construction, building work, building consent application, or structural design decision. Any building work must be based on the relevant purchased Outputs, not on on-screen calculator results, and remains subject to the conditions stated in those Outputs and any required building consent or other approval.

## 3. Access Model and Fees

3.1 Free Tier: We offer a free tier providing access to basic calculators and a demonstration of the Platform's capabilities at no cost. Access to output documents, including PS1s, requires payment. Free tier access does not entitle you to receive signed engineer output documents.

3.2 Pay-Per-Use: Access to technical outputs, including PS1s, and calculations requiring more complex engineering outputs, is available on a pay-per-use basis. Payment is required prior to receipt of outputs. All fees are in New Zealand Dollars (NZD) inclusive of GST where applicable.

3.3 Subscription Model: We may make a subscription access model available for certain tools in the future. Where a subscription option is offered, the applicable terms, pricing, and available features will be notified to you at the time.

3.4 Payment Processing: Credit card payments are processed through our third-party payment provider in accordance with their terms and privacy policies. We do not store your credit card details. By submitting payment, you:

(a) authorise us to charge the applicable fee to your nominated payment method;

(b) confirm you are the authorised holder of the credit card or are authorised to use the credit card; and

(c) agree to have your payment information transmitted directly to our payment provider.

3.5 Overdue Amounts: If any fees remain unpaid after their due date, we reserve the right to suspend your access to the Platform until payment is received. Any reasonable costs we incur in recovering overdue amounts (including legal costs or debt collection fees) are payable by you on demand.

3.6 Refunds: Except as provided in clause 3.7 or required by applicable law, fees are non-refundable.

3.7 ArchiSuite Review Fee: Where you have not indicated that you are an LBP, SES must undertake a limited review of your project before a PS1 can be issued. The review fee is displayed before payment and is currently NZ$200. The review is limited to checking the consistency of your project inputs against the supporting material you submit. It does not include a site inspection, a full independent design or independent verification of underlying site conditions, and does not guarantee that a PS1 can be issued. If SES undertakes the review and determines that a PS1 cannot be issued on the information provided, the review fee will be retained for the work undertaken and any other fees paid in respect of that project will be refunded. We will notify you of the outcome. Where the review results in a PS1 being issued, SES's review letter, recording the scope and limitations of the review, will be included in the project summary/PS1 documentation. This clause is subject to clause 11.2.

## 4. Account Registration

4.1 To use the Platform, you must create an account and provide accurate, complete, and up-to-date information, including your:

(a) name, email address, and phone number;

(b) company/organisation name and job title (if applicable); and

(c) LBP registration number (if applicable).

4.2 Except as set out in clause 4.4, you are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify us immediately if you become aware of any unauthorised access to or use of your account.

4.3 Except as set out in clause 4.4, your account is personal to you or your business entity and must not be shared with or transferred to any other person without our prior written consent.

4.4 Where the Platform permits it, you may invite additional individuals to access your account as administrators, editors, or viewers ("Authorised Users") by issuing invitations through the Platform. Each Authorised User must register and access the Platform using their own individual login credentials, which must not be shared with any other person. You are responsible for managing the access levels granted to each Authorised User, for promptly revoking access where it is no longer required, and for ensuring that each Authorised User complies with these Terms. Any act or omission of an Authorised User in connection with the Platform will be treated as your act or omission for the purposes of these Terms, and you remain liable for all activity carried out through any Authorised User's access.

## 5. Producer Statements and Engineer Sign-Off

5.1 Where a PS1 is generated through the Platform, it will be signed by a responsible engineer for and on behalf of Structural Engineering Solutions Limited, company number 5313061 (“SES”).

5.2 Scope of sign-off: SES issues each PS1 on the basis of its prior verification of the relevant calculator methodology and logic, subject to the scope, assumptions and conditions stated in the PS1 and its Schedule and any limited review undertaken under clause 3.7. Except to the extent expressly covered by that limited review, SES does not independently verify your project inputs or assess whether the calculator is appropriate for your particular project. You remain responsible for providing complete and accurate information and using the calculator within its defined scope. SES is responsible for the SES Services under clauses 5.7 to 5.13. ArchiSuite is responsible for providing and operating the Platform under these Terms; the allocation of engineering responsibility to SES does not exclude ArchiSuite’s liability for its own breach of these Terms, negligence or breach of applicable law.

5.3 Accompanying disclosure: The scope, assumptions and limitations applicable to each PS1 are recorded in that PS1 and its Schedule. Where a limited review has been undertaken under clause 3.7, the review letter will be appended to the project summary/PS1 documentation. Those documents must be read together.

5.4 Out-of-scope projects: If your project falls outside the scope of an available calculator, you must not use the Platform output for that project. The Platform may notify you where a project appears to be out of scope and provide options to engage professional engineering services.

5.5 PS1 outputs are intended for use in connection with building consent applications in New Zealand. Most outputs produced via the Platform are likely to constitute Restricted Building Work under the Building Act 2004. You are responsible for ensuring compliance with all applicable regulatory requirements, including Building Consent Authority requirements.

5.6 For the avoidance of doubt, on-screen calculator results displayed under the free tier or prior to purchase of output documents are not PS1s, are not signed off by any engineer, and must not be used for any building work, building consent application, or construction purpose. You acknowledge that any such use is entirely at your own risk and that neither ArchiSuite nor SES accepts any responsibility or liability in respect of it.

5.7 SES engagement: Where you purchase a PS1 or a review under clause 3.7, you engage SES to provide the engineering sign-off described in clause 5.2 and, where applicable, that limited review and its associated review letter (“SES Services”). The engagement is between SES and the person or entity identified as the purchaser at checkout. ArchiSuite accepts the order and collects the displayed charges for the SES Services as SES’s authorised agent. Payment of those charges to ArchiSuite discharges your corresponding payment obligation to SES.

5.8 Standard and scope of service: SES will perform the SES Services with reasonable skill and care within the scope described in clauses 3.7 and 5.2. A PS1 will be issued only where SES considers that there are reasonable grounds to issue it on the stated basis. The SES Services do not guarantee acceptance of any

document or the grant of building consent by a Building Consent Authority.

5.9 Excluded and additional services: Unless separately agreed in writing with SES, the SES Services do not include site inspections or investigations, independent verification of underlying site conditions or supporting information, a full project design, assessment of overall building stability, construction monitoring or a PS4. A recommendation that monitoring or further engineering work is required does not constitute an engagement of SES to provide it. Additional engineering services require a separately agreed scope, fee and terms before that work begins. Nothing in this clause excludes any obligation that cannot lawfully be excluded.

5.10 SES liability to the customer: Subject to clauses 11.2 and 12.1, SES's total aggregate liability to you arising out of or in connection with the SES Services for an Identified Project, including the underlying engineering methodology and calculation logic, the PS1, any review letter and all related revisions, whether in contract, tort (including negligence), statute or otherwise, is limited to NZ$200,000. This is one aggregate limit for those SES Services for that Identified Project, not a separate limit for each document, review, revision or claim. SES is not liable for indirect or consequential loss. The liability limit is a fixed contractual amount and is not determined by the amount of insurance cover available or insurance proceeds recovered.

5.11 SES personnel: To the maximum extent permitted by law, you agree that any civil claim relating to the SES Services will be made against SES, not its directors, employees or individual signatories. Those persons may enforce the benefit of this clause under Part 2, subpart 1 of the Contract and Commercial Law Act 2017. To the extent that any such person nevertheless has liability to you that may lawfully be limited, their liability and SES's liability are together subject to the aggregate limit in clause 5.10. This clause does not restrict any non-excludable statutory responsibility or your right to make a complaint to a relevant regulator or professional body.

5.12 Customer rights and BCA reliance: You may use the Outputs in accordance with clause 8.3 and rely on an SES review letter as a record of the limited review it describes. The certification in a PS1 is addressed to the named Building Consent Authority on the conditions stated in that PS1. That restriction does not exclude SES's contractual obligations to you or your rights and remedies for a breach of the SES engagement. Merely naming a project owner or another person in an Output does not make that person a party to the SES engagement.

5.13 Application of other provisions: Clauses 9, 11, 14, 15, 16.5, 17.1, 17.2, 17.4 and 18 also apply to the SES engagement, with references to the supplier construed as references to SES where the context requires. SES grants the licence in clause 8.3 in respect of any Outputs it owns. Clauses 5.7 to 5.13 prevail over inconsistent provisions concerning the SES Services or SES's liability to you. Closing your Platform account does not itself cancel an SES engagement. Accrued rights and obligations, Output licences, liability limitations and provisions intended to survive continue after completion or termination of the SES engagement.

## 6. AI Chatbot Disclaimer

6.1 The Platform includes an AI-powered chatbot assistant ("Chatbot") designed to provide general information and guidance about the Platform and its calculators, including explaining inputs, assumptions, and limitations. The Chatbot does not undertake engineering design, select design values, or confirm compliance with any standard or regulation, and must not be relied upon as a substitute for engineering advice.

6.2 You acknowledge and agree that:

(a) the Chatbot provides general navigational and informational assistance only;

(b) Chatbot responses are not engineering advice, professional advice, or recommendations;

(c) you should not rely on the Chatbot when making decisions about the design, specification, or construction of any building or structure;

(d) you must not input, upload, or share any personal information, sensitive data, financial details, or proprietary intellectual property into the Chatbot;

(e) the Chatbot is powered by a third-party large language model, and any data you input into the Chatbot will be processed by third-party service providers in accordance with their respective data processing terms. Your messages and conversation history are also stored by the Platform;

(f) responses generated by the Chatbot are automated and may occasionally be inaccurate, incomplete, misleading, or entirely incorrect; and

(g) you are entirely responsible for independently verifying any information or guidance provided by the Chatbot before taking any action based on that output. ArchiSuite accepts no liability for any loss arising from reliance on any output or response from the Chatbot, to the maximum extent permitted by law. SES's responsibility and liability to you for the SES Services are governed by clauses 5.7 to 5.13. ArchiSuite's responsibility and liability for the Platform are governed by these Terms.

## 7. User Responsibilities

7.1 You agree to:

(a) ensure that all data you enter into the Platform is accurate, complete, and within the defined scope of the applicable calculator;

(b) use the Platform lawfully and only for its intended purpose;

(c) keep your account login credentials confidential and notify us immediately of any unauthorised access;

(d) not transfer, sell, or assign your account or login credentials to any other person;

(e) ensure that any work carried out in connection with your use of the Platform is carried out or supervised by a person holding a current LBP licence where required for that work; and

(f) not use any Platform output for a project that falls outside the scope of the applicable calculator.

7.2 You indemnify ArchiSuite and its officers, employees, contractors, and agents against any loss, cost, liability, or expense (including reasonable legal costs) arising directly from:

(a) your breach of these Terms;

(b) your use of the Platform in breach of any applicable law or regulation; or

(c) any third-party claim arising from your misuse of the Platform or any output generated through it.

7.3 This indemnity does not apply to the extent the relevant loss or damage was caused or contributed to by ArchiSuite's negligence, fraud, breach of these Terms, or breach of applicable law.

## 8. Intellectual Property

8.1 The Platform and all content within it, including the software, calculator logic, code, design, text, and trademarks, are owned by or licensed to ArchiSuite and are protected by copyright, trademark, and other intellectual property laws. All rights are reserved by Archisuite. For the avoidance of doubt, intellectual property in the Platform is held by ArchiSuite. This clause does not apply to, and ArchiSuite claims no ownership in, any plans, drawings, data, or other material that you or an Authorised User upload to or input into the Platform, which remains your or the relevant third party's property.

8.2 Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the purposes described in these Terms.

8.3 Project Output Licence: Subject to payment of the applicable fees and your compliance with these Terms, we grant you a non-exclusive, non-transferable licence to use, reproduce, and share any output document generated through the Platform for a specific project (including calculations, drawings, project summaries and PS1s) ("Outputs") solely in connection with the project identified in the Platform for which that Output was generated (the "Identified Project"). This licence includes the right to provide Outputs to clients, contractors, Building Consent Authorities, councils and other professional advisers, and permit their use for the Identified Project, including as part of professional services you provide. You must not use or adapt any Output, or permit any other person to use or adapt any Output, in connection with any project other than the Identified Project, and you must not sell, license, or otherwise redistribute any Output on a standalone basis separately from your professional services in connection with the Identified Project. This licence permits use and circulation of the Outputs for the Identified Project. It does not expand the persons entitled to rely on the certification in a PS1, as specified in the PS1 itself.

8.4 You grant ArchiSuite and SES a non-exclusive licence to store, copy, process and use material you supply, and disclose it as permitted by clause 9, solely as reasonably necessary to provide the Platform and the SES Services. You confirm that you are entitled to grant this licence. Ownership remains as set out in clause 8.1.

## 9. Data Privacy

9.1 We collect the following personal and project information ("Information") directly from you and, where applicable, indirectly from account holders, Authorised Users, designers, other authorised project representatives and the property-information sources identified in clause 9.4:

(a) login credentials (username and password);

(b) your name, email address and phone number;

(c) your company or organisation name, job title or role, and LBP registration number, where applicable;

(d) Building Consent Authority details;

(e) legal property description and project address;

(f) project details (including property address and building details), which will appear on output documents such as PS1s; and

(g) names and addresses of parties relevant to the project, which will appear on output documents;

(h) name, email address, and role of any Authorised User invited to access your account;

(i) plans, photographs, reports, and other supporting materials you or an Authorised User upload to the Platform for the purposes of a project or an ArchiSuite review;

(j) site and geotechnical information and calculator input and output data entered into or generated by the Platform in connection with a project;

(k) records of your interactions with the Chatbot, including message content and conversation history;

(l) your notification and communication preferences;

(m) payment records, including transaction and billing history (excluding full credit or debit card details, which are collected directly by our payment processor); and

(n) records of correspondence and submissions you make to us in connection with support, complaint, or dispute enquiries.

9.2 In accordance with clause 3.4, payment data (including credit card details) is collected directly by our third-party payment processor. We do not store your credit or debit card information.

9.3 We collect and use your Information in order to provide and operate the Platform and its features, including to generate PS1s and other output documents, facilitate document verification, manage your account, process payments, respond to support enquiries, and meet our legal obligations.

9.4 We may share your personal information with third-party service providers who assist us in operating the Platform. These providers include Stripe (payment processing), Cloudinary (media management), OpenAI (AI assistant), Google (cloud infrastructure), Addressable/LINZ (address and property data), Netlify (hosting), and our email and hosting providers. We also share relevant Information, including project data, uploaded materials, and site and geotechnical information, with Structural Engineering Solutions Limited ("SES") for the purpose of SES providing its engineering sign-off, Archi Suite review, and any other engineering services requested in connection with your use of the Platform. Some of these providers may be located outside New Zealand, in which case we take reasonable steps to ensure your information is protected consistently with the Privacy Act 2020.

9.5 Generated documents include a unique verification reference and QR code that links to the Platform for the purpose of confirming document authenticity. When a third party accesses a verification link, the Platform may process limited technical data (such as the time of access) in connection with that verification request. We do not use analytics or marketing cookies and do not automatically collect device or geolocation data in connection

with your use of the Platform. This does not affect our collection of project and other third-party addresses supplied for the purposes described in this clause.

9.6 We do not sell your Information. We will disclose your Information to regulatory or law enforcement authorities if and to the extent required by law.

9.7 We retain your information for as long as reasonably necessary for the purposes of collection and take reasonable technical and organisational steps to keep it secure.

9.8 You have the right to access and request correction of any personal information we hold about you. To do so, please contact us using the details in clause 18.

9.9 SES information handling: SES collects and holds relevant contact, project and supporting Information received from you, ArchiSuite or your authorised project representative to provide and record the SES Services, communicate about the project, deal with enquiries and claims, and meet its legal and professional obligations. Intended recipients include ArchiSuite, the relevant Building Consent Authority, persons authorised to receive the project Outputs, service providers used to support the SES Services, and SES's professional advisers and insurers where disclosure is lawful. Only relevant Information is shared for the particular purpose. Clauses 9.6 to 9.8 apply to SES as well as ArchiSuite. SES's contact details are in clause 18.

9.10 Information about other people: You must only provide another person's personal information where you have a lawful basis to do so for the purposes described in this clause. Before providing it, you must give that person the applicable ArchiSuite/SES collection notice and retain a record of when and how it was provided, or use the notification process made available by the Platform. If neither route is available, contact us before uploading further personal information so an appropriate process can be agreed. We may request evidence of notification or authority. ArchiSuite and SES remain responsible for meeting their respective obligations under the Privacy Act 2020.

9.11 Required information: Unless a specific collection notice identifies a legal requirement, providing Information is voluntary. However, if information identified as necessary for an account, project or service is not provided, ArchiSuite or SES may be unable to provide that account, Output or service. Any particular legal authority or requirement relied on for a collection will be identified in the relevant collection notice.

## 10. Prohibited Use

10.1 You must not use the Platform in any way that:

(a) is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

(b) infringes any intellectual property rights, privacy rights, or other rights of any person;

(c) attempts to reverse-engineer, decompile, disassemble, copy, or modify the Platform or any part of it, including any calculator logic;

(d) interferes with or disrupts the Platform or the servers or networks connected to it;

(e) involves entering false, misleading, or inaccurate data into any calculator;

(f) is used for standalone commercial resale or redistribution of Platform outputs separately from the professional services provided in connection with the identified project, or for the use of any Platform output in connection with a project other than the identified project for which it was generated; or

(g) violates any applicable law or regulation.

10.2 We reserve the right to suspend or terminate your access to the Platform immediately if you breach any of the above restrictions.

## 11. Consumer Guarantees and Statutory Rights

11.1 If you acquire the Platform or SES Services in trade and for the purposes of a business, you and the relevant supplier agree that the Consumer Guarantees Act 1993 does not apply to that supply, but only where all requirements of section 43 of that Act are satisfied, including that all parties to the relevant agreement are in trade and it is fair and reasonable that they be bound by this clause.

11.2 Nothing in these Terms limits or excludes any rights, remedies, or liability that cannot lawfully be limited or excluded.

## 12. Limitation of Liability

12.1 Nothing in these Terms limits or excludes any rights, remedies, or liability that cannot lawfully be limited or excluded, including under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable law.

12.2 Subject to any rights, remedies, or liability that cannot lawfully be limited or excluded, and to the maximum extent permitted by law:

(a) the Platform, including all calculator outputs, PS1 documents, and Chatbot responses, is provided on the basis set out in these Terms;

(b) ArchiSuite is not liable to you for indirect or consequential loss or damage, including loss of profit, revenue, opportunity or goodwill to the extent that such loss is indirect or consequential, whether arising in contract, tort (including negligence), statute or otherwise. This paragraph does not exclude direct loss merely because it is financial in nature; and

(c) ArchiSuite's total aggregate liability to you arising out of or in connection with these Terms, the Platform, or your use of or inability to use the Platform, will not exceed the greater of:

(i) the total fees you have paid to ArchiSuite in the 12 months immediately before the event giving rise to the liability; and

(ii) NZD $500.

12.3 Subject to clause 12.1, ArchiSuite is not responsible for the SES Services supplied by SES. ArchiSuite is not liable to the extent that loss is caused by:

(a) your use of an Output contrary to these Terms or outside the defined scope of the applicable calculator;

(b) inaccurate or incomplete information supplied by you; or

(c) reliance on Chatbot responses contrary to clause 6.

These exclusions do not apply to the extent that the loss is caused or contributed to by ArchiSuite’s breach of these Terms, negligence or breach of applicable law. Any liability of ArchiSuite remains subject to clause 12.2.

## 13. Termination and Suspension

13.1 These Terms remain in effect until terminated by notice by either party in accordance with this clause 13, subject to clause 13.4 below.

13.2 You may stop using the Platform and close your account at any time by contacting us using the details in clause 18.

13.3 We may suspend or terminate your access to the Platform at any time if:

(a) you breach any provision of these Terms;

(b) we are required to do so by law;

(c) we decide to withdraw or discontinue the Platform or any part of it;

(d) you become insolvent, bankrupt, or (if you are an entity) are placed into liquidation, receivership, or voluntary administration; or

(e) there are technical, security, or operational reasons that require us to do so.

13.4 On termination, all rights granted to you under these Terms to access and use the Platform cease immediately, save that your right to use, reproduce, and share Outputs already purchased prior to termination, in accordance with the Project Output Licence granted under clause 8.3, will survive termination and continue in accordance with its terms. Other provisions that by their nature should survive termination, including provisions

relating to intellectual property, limitation of liability, indemnity, and governing law, will continue to apply.

## 14. Governing Law

14.1 These Terms are governed by the laws of New Zealand. You and we submit to the exclusive jurisdiction of the courts of New Zealand for the resolution of any dispute arising under or in connection with these Terms.

## 15. Dispute Resolution

15.1 We hope to resolve any concerns or disputes informally in the first instance. If you have a complaint or dispute, please contact us using the details in clause 18 and we will endeavour to resolve it promptly.

15.2 If we are unable to resolve a dispute informally, either party may pursue their rights under applicable law, including through the New Zealand courts or any applicable New Zealand dispute resolution body.

## 16. Changes to Terms

16.1 We may update or amend these Terms from time to time to reflect changes in the Platform, our business, or applicable law. Where changes are material, we will notify you by email (if we hold your contact details) or by posting a notice on the ArchiSuite website and will give you reasonable notice before the changes take effect.

16.2 We will give at least 30 days' notice of material changes to active users.

16.3 Your continued use of the Platform after changes to these Terms take effect constitutes your acceptance of the updated Terms. If you do not accept the updated Terms, you must stop using the Platform.

16.4 We will always make the current version of these Terms available on the ArchiSuite website, subject to clause 2.5.

16.5 Changes to these Terms apply prospectively. Unless you and the relevant supplier expressly agree otherwise, the version accepted at checkout continues to govern that purchase and the associated SES Services and Outputs.

## 17. General

17.1 If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

17.2 Any waiver of a provision of these Terms must be in writing signed by us to be effective. Our failure to enforce any provision on a particular occasion does not constitute a waiver of our rights to enforce that provision on any future occasion or in respect of any other breach.

17.3 You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without our prior written consent. We may assign these Terms to any related entity or successor without your consent.

17.4 These Terms and the relevant checkout record constitute the agreement between you and ArchiSuite for the Platform and, where applicable, between you and SES for the SES Services, subject to any additional terms expressly agreed in writing with the relevant supplier.

## 18. Contact Us

18.1 For Platform enquiries, privacy enquiries and requests to access or correct information held by ArchiSuite, contact ArchiSuite Limited: Ingham Mora Accountants, Level 2/60 Durham Street, Tauranga South, Tauranga 3110, New Zealand, Email: support@archisuite.co.nz, Website: https://archisuite.co.nz.

18.2 For SES Services, privacy enquiries and requests to access or correct information held by SES, contact Structural Engineering Solutions Limited: Ingham Mora Accountants, Level 2/60 Durham Street, Tauranga South, Tauranga 3110, New Zealand, Email: info@sesengineers.co.nz, Website: www.sesengineers.co.nz.