

Interweave Integration Limited Terms of Service

Updated and effective as of 1 March 2026

1. Introduction to Interweave Integration

1. Interweave Integration Ltd (Interweave) provides healthcare integration and software solutions to hospitals and healthcare organisations (the Services), described in these Terms of Service.
2. By engaging Interweave to provide Services, by using any of our Services or Interwoven Solutions, or by paying an Interweave invoice, you agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, please discontinue your use of our Services immediately.
3. We may modify these Terms of Service from time to time. It is important to periodically review this document. The current version is available on our website. Changes are binding upon their posting.

2. Agreement to the Terms

1. By using the Services, you agree to these Terms.
2. If you have another specific agreement with Interweave, these Terms are supplementary to that agreement. Should there be any inconsistencies with these Terms of Service, the other agreement will prevail only to the extent of that inconsistency.

3. Our Services

1. Overview: Interweave provides healthcare integration and software solutions to hospitals and healthcare organisations. We deliver these as managed services, providing ongoing management, monitoring, support, and maintenance of deployed solutions. We call these Interwoven Solutions. Our Services encompass the following categories:
 - i) Integration Solutions: Interweave designs, implements, and supports integrations between healthcare information systems, including custom web applications.
 - ii) Automation Solutions: Interweave provides systems and services that automate healthcare administrative workflows.
 - iii) Clinical Documentation Solutions: Interweave provides software solutions that support clinical workflows.
 - iv) Professional Services: Interweave provides implementation, configuration, and consulting services to support the deployment and optimisation of our solutions.

4. Acceptable Use of Our Services

1. All services and products provided by Interweave, should be used lawfully and responsibly.
2. Interweave may suspend, cancel, or deny access to users and accounts if they:
 - a. **Compromise Service Integrity:** Engage in actions that may disrupt access, security, and stability of our services. This includes, but is not limited to:
 - (i) Tampering with, reverse-engineering, or hacking our systems.
 - (ii) Modifying, disabling, or compromising the performance of our services.
 - (iii) Imposing unreasonably large loads on our infrastructure.
 - (iv) Probing, scanning, or testing our system's vulnerabilities without express permission.
 - b. **Breach Laws:** Use our Services for any illegal purpose or in violation of any laws, especially data, privacy, and export control laws.
 - c. **Unauthorised Access:** Access or search any part of our services or any other service owned by Interweave outside of our publicly supported interfaces.
 - d. **Intellectual Property Protection:** Users are prohibited from copying, reproducing, distributing, or otherwise utilising any intellectual property, including configured rules, algorithms, or proprietary data, from Interweave without express written permission from Interweave. Unauthorised use or suspected infringement of intellectual property may lead to legal action.

5. Security and Data Protection

1. **Protection of Patient Data:** Interweave is committed to the secure handling and protection of patient data. We implement robust measures to ensure its security.
2. **Interwoven Solutions:** Although these involve identifiable patient information, it's crucial to note that this data remains within the confines of our customers' networks and is not transmitted to Interweave.
3. **Reference to Privacy Policy:** For more in-depth details on our data protection practices and measures, please refer to Interweave's Privacy Policy available on our website.

6. Data Handling and Usage

1. **Purpose of Data Collection:** Interweave collects, stores, and processes data primarily to deliver our services to customers.

2. **Protection of Patient Data:** We employ rigorous security standards and protocols to protect this data and prevent unauthorised access.
3. **Reference to Privacy Policy:** Our Privacy Policy delves into the specifics of how data is collected, stored, and processed. It also details our practices concerning data encryption and procedures for data removal requests. We encourage users and customers to review the Privacy Policy available on our website for comprehensive insights.

7. Accessing Our Services

1. **Payment:** Interweave Integration will invoice monthly in advance with payment due prior to the monthly period. Unless otherwise agreed, our payment terms are 7 days.
2. **Inflation adjustment:** Interweave Integration reserves the right to increase fees annually, based on changes in the Consumer Price Index (CPI) for the previous 12 months. Notice of any increase will be provided 30 days in advance.
3. **Server Access:** Customers must provide us the necessary access to the servers we manage.

8. Copyright and Intellectual Property

1. **Ownership & Copyright:** The services, and all related products of Interweave are protected by copyright under the laws of New Zealand and international treaties. Unless otherwise indicated, all intellectual property rights, in the Services (such as text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements, and interactive features) are owned or controlled by Interweave or its contributors.
2. **Trademarks:** All trademarks, service marks, and trade names are the property of Interweave.
3. **Licence:** As a user, Interweave grants you a worldwide, non-exclusive, royalty-free, revocable license to use the Services as per these Terms of Service.
4. **Rights Reservation:** Apart from the aforementioned permissions, Interweave does not grant any other rights in relation to the Services. All other rights remain reserved by Interweave.
5. **Title & Interest:** Interweave retains complete rights, title, and interest in the Services. No activity on or related to the Services will result in a transfer of any:
 - (i) Business name, trading name, domain name, trademark, industrial design, patent, registered design, or copyright.

(ii) Intellectual property, business name, trading name, domain name, trademark, or industrial design.

(iii) Object, system, or process protected by a patent, registered design, or copyright (or its adaptation/modification) to the user.

9. General Disclaimer

1. **Limits and Exclusions:** Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Consumer Guarantees Act (or any liability under them) which by law may not be limited or excluded.
2. **Exclusions and Limitations:** Subject to this clause, and to the extent permitted by law:
 - (i) All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded.
 - (ii) Interweave will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
3. **Risk Acknowledgment:** Use of the Services is at the customer's own risk. Everything in the Services is provided "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, and licensors of Interweave make any express or implied representation or warranty about the Services. This includes (but is not restricted to) loss or damage the customer might suffer as a result of any of the following:
 - (i) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration, or unauthorised access to records.
 - (ii) The accuracy, suitability, or currency of any information in the Services, or of its Services-related products (including third-party material).
 - (iii) Costs incurred as a result of the customer using the Services, or any of the products of Interweave.

- (iv) The Services or operation in respect to links which are provided for the customer's convenience.

10. Limitation of Liability

1. **Total Liability:** Interweave's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to the customer.
2. **Exclusion of Liability:** The customer expressly understands and agrees that Interweave, its affiliates, employees, agents, contributors, and licensors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages that may be incurred. This includes, but is not limited to:
 - (i) Loss of profit (whether incurred directly or indirectly).
 - (ii) Loss of goodwill or business reputation.
 - (iii) Any other intangible loss.

11. Termination of Contract

1. **Duration of Terms:** These Terms will remain in effect until terminated by either the customer or by Interweave with a minimum of 30 days' notice.
2. **Rights of Termination:** In accordance with local laws, Interweave retains the authority to:
 - (i) End or cancel the customer's Subscription or Account at its discretion.
 - (ii) Suspend or deny the customer's access to the Services or specific portions of it, without prior notification if:
 - (a) The customer breaches any provision of these Terms or any other applicable regulation.
 - (b) The actions of the customer jeopardise Interweave's reputation or name, or infringe on the rights of another entity.
3. **Survival:** Along with any clauses that are expressed in this Agreement to survive, clauses 5, 6, 8, 10, 12 will remain in full force and effect and survive the termination or expiration of this Agreement.

12. Indemnity

1. **Indemnification Commitment:** The customer agrees to safeguard and compensate Interweave, its affiliates, staff, agents, contributors, and third-party content providers and licensors against:

(i) All legal actions, proceedings, claims, demands, liabilities, costs, expenses, losses, and damages (including legal fees on a full reimbursement basis) that arise from or are related to the customer's content.

(ii) Any direct or indirect repercussions resulting from the customer's access to, use of, or transactions on the Services, or any attempts thereof.

(iii) Any violations of these Terms.

13. Dispute Resolution

1. **Mandatory Procedure:** In the event of a disagreement related to these Terms, neither party may initiate court or tribunal procedures unless they have first adhered to the stipulations below, barring circumstances where immediate injunctive relief is required.
2. **Notification of Dispute:** If a party believes a dispute ("Dispute") has arisen under these Terms, they should promptly send a written notification to the opposing party. This notice should clearly describe the nature of the dispute, the sought-after resolution, and the necessary actions to resolve said Dispute.

3. **Dispute Settlement Process:**

Upon receiving the aforementioned notification ("Notice"), both parties must:

(i) Endeavor to resolve the Dispute amicably through negotiation or other mutually agreed-upon methods within 14 days of the Notice.

(ii) If the Dispute remains unresolved 14 days post-Notice, the mediation will be conducted under the Resolution Institute's standard mediation agreement.

(iii) If the parties are unable to agree on a mediator within 5 working days after the date of submission of the Dispute to mediation, the mediator will be appointed and the fees set, by the chair of the Resolution Institute (or his or her nominee) at the request of either party.

(iv) Costs related to the mediator, including fees, venue expenses, and other reasonable costs, are to be equally borne by both parties. However,

each party should handle their individual expenses related to the mediation.

(v) The mediation will take place in Auckland, New Zealand.

4. **Confidentiality of Discussions:** All discussions and communications between parties during the dispute resolution process will remain confidential. As far as possible, these will be considered "off-the-record" negotiations under relevant evidence laws.
5. **Ending Mediation:** Should the Dispute remain unresolved five days after mediation begins, any party may request the mediator to conclude the mediation, which the mediator is obliged to do.

14. Governing Legislation

These Terms are directed and interpreted by the laws of New Zealand. All disputes, or claims, irrespective of their nature, which arise from or are related to these Terms, shall be construed, interpreted, and governed by the laws of New Zealand.

15. Severability

Should any provision or segment of these Terms be deemed invalid, illegal, or unenforceable under any applicable statute or rule of law, such provision will be deemed omitted to the extent necessary to comply with the law. The remainder of the Terms will continue in full force and effect, and the invalid, illegal, or unenforceable provision will be replaced by a provision that is valid, legal, and enforceable and that comes closest to expressing the intention of the original provision.

16. Entire Agreement

These Terms, unless superseded by another written agreement between you and Interweave, together with any other legal notices and agreements published by Interweave on the Interweave website, shall constitute the prevailing agreement concerning the Services. No waiver of any term or provision of these Terms shall be deemed a further or continuing waiver of such term or any other term.

17. Contact Information

For any queries or comments regarding these Terms, please contact Interweave at the provided contact details on our website. www.interweave.nz