



Terms and Conditions

For the TAU scanner app, grower dashboard, AI processing and related services

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TAU legal entity	TAU Research Limited trading as TAU / TAU Research
Contact	Unit 5, 4 Hammond Street, Hamilton Central, Hamilton, 3204, New Zealand rh.innovationltd@gmail.com NZBN 9429048619677

HOW THE USER ACCEPTS THESE TERMS

By clicking “I agree”, creating or using an account, uploading a scan, or otherwise using the Services, the user agrees to these Terms. The person accepting confirms that they are at least 18 years old and have authority to bind the grower, orchard business or other organisation they represent.

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Plain-language summary TAU provides crop-counting estimates and decision-support tools, not guaranteed counts or professional agronomic advice. Reliable Results depend heavily on correct setup, safe scanning, accurate measurements, clear video and suitable conditions. The detailed clauses below are legally controlling.

1. About these Terms and order of documents

1.1 These Terms govern access to and use of the Services by the customer, account holder and each Authorised User (together, “you”). “Tau”, “we”, “us” and “our” mean the legal entity identified on the cover page.

- 1.2** If you use the Services for or on behalf of an orchard owner, grower, packhouse, orchard-management company, contractor or other organisation, that organisation is also bound by these Terms and you confirm you have authority to bind it.
- 1.3** The agreement between you and Tau consists of: (a) any signed quote, proposal, order form or statement of work ("Order Form"); (b) any agreed data-processing or data-sharing addendum; (c) these Terms; (d) our Privacy Policy; and (e) the current user manuals, in-app instructions and operating requirements ("Documentation").
- 1.4** If there is a conflict, the documents apply in the order listed in clause 1.3, except that an Order Form overrides these Terms only where it expressly identifies the clause being changed.
- 1.5** These Terms apply from the earlier of the date you accept them, create or use an account, upload data, or first use the Services.

2. Definitions

- 2.1** "Authorised User" means an individual permitted by you to access the Services under your account.
- 2.2** "Customer Data" means data supplied, captured or uploaded by or for you, including orchard, site, block, row and bay information, video, images, GPS and device data, scan settings, field notes, manual counts, crop records and validation or packout information.
- 2.3** "Documentation" has the meaning in clause 1.3 and includes the current TAU Grower App Manual and TAU Grower Dashboard Manual.
- 2.4** "Results" means outputs generated through the Services, including detected-object counts, density estimates, heatmaps, block or bay summaries, side-distribution analysis, quality indicators, insights, forecasts, comparisons and video previews.
- 2.5** "Services" means the TAU scanner application, web dashboard, AI and data-processing services, APIs, support, related software and any hardware or accessories supplied or recommended by Tau.

3. Eligibility, authority and accounts

- 3.1** You must be at least 18 years old and use the Services for legitimate agricultural or business purposes.
- 3.2** You must provide accurate account information and keep it current. Each account is for authorised business use only. You must not share credentials outside your organisation or allow unauthorised access.
- 3.3** You are responsible for all activity under your account, except to the extent caused by Tau's breach of these Terms. You must promptly notify Tau of suspected loss, compromise or unauthorised use of credentials.
- 3.4** Tau may require identity, authority, orchard or billing verification before activating an account or releasing Results.

4. The Services

- 4.1** Subject to payment and compliance with these Terms, Tau grants you a limited, non-exclusive, non-transferable and revocable right during the agreement to access and use the Services for your internal business operations.
- 4.2** The Services may include different scan stages, features or outputs. Availability depends on your Order Form, device compatibility, season, model readiness, data quality and technical capacity.
- 4.3** Tau may use subcontractors, cloud providers and technical service providers to deliver the Services. Tau remains responsible for its obligations under these Terms, subject to the limitations in them.
- 4.4** Any API access is subject to technical limits, authentication requirements, security controls and separate documentation. Tau may throttle, suspend or change API access where reasonably necessary to protect the Services or other users.
- 4.5** Recommendations about phones, lenses, brackets, monitors, batteries, vehicles or other equipment do not make Tau the manufacturer or supplier of third-party products unless an Order Form expressly says otherwise.

5. User responsibilities and safe scanning

- 5.1** You are responsible for following the Documentation and Schedule 1, including selecting the correct site and block, entering accurate row and bay measurements, using correct camera settings, checking the preview, capturing suitable video and reviewing recordings before upload.
- 5.2** You are responsible for ensuring that each device is compatible, charged, securely mounted and safely operated, and that lenses and brackets are clean, undamaged and correctly attached.
- 5.3** You must comply with all health and safety obligations, property rules, vehicle requirements and laws applying to the orchard and scanning activity. The driver must focus on safe vehicle operation and must not handle or adjust a phone while driving.
- 5.4** You accept all risks associated with vehicle operation, mounting equipment and field conditions, except to the extent directly caused by defective equipment supplied by Tau or Tau's proven negligence.

- 5.5 You must obtain all permissions needed to enter, film and scan the property and canopy, and to upload Customer Data. This includes permission from the orchard owner and any person whose confidential information may be captured.
- 5.6 You must not upload a recording you know is materially blurred, obstructed, incorrectly aimed, recorded under the wrong block, corrupted or otherwise unsuitable. You must promptly tell Tau if information or a scan has been submitted incorrectly.
- 5.7 You are responsible for mobile data, internet, electricity, devices, vehicles, labour and any third-party charges unless an Order Form states otherwise.

6. Nature and limitations of AI Results

Core limitation

Results are computer-generated estimates intended to support crop-load planning. They are not guaranteed counts, guaranteed yield, guaranteed packout, professional agronomic advice, financial advice, insurance evidence or a substitute for reasonable field checks and professional judgement.

- 6.1 AI and computer-vision outputs are probabilistic. Individual fruit, buds, flowers, canes or other objects may be missed, duplicated or classified incorrectly. Accuracy may vary between blocks, seasons, varieties, canopy systems, lighting conditions and scan stages.
- 6.2 Results may be affected by occlusion, hidden or overlapping objects, blur, glare, darkness, changing light, water or dust on the lens, vibration, vehicle speed, camera angle, row height or width, fish-eye distortion, bracket movement, phone heating, GPS quality, incorrect settings, incomplete coverage, incorrect measurements, upload errors and changes between scanning and harvest.
- 6.3 Validation results, demonstrations, case studies and stated accuracy levels describe particular datasets and conditions. They do not guarantee the same accuracy for your orchard, block or season.
- 6.4 Heatmap bays and area-normalised metrics depend on measurements entered by the user. Incorrect row width, row height, bay length, lens multiplier, site or block information can materially distort Results.
- 6.5 Left, centre and right distribution comparisons are meaningful only where scan direction and orientation are kept consistent as required by the Documentation.
- 6.6 Dashboard insights may state that there is insufficient data or that an answer could not be calculated. Tau may withhold, flag or revise Results where data is incomplete, low quality or inconsistent.
- 6.7 Before making a material operational, thinning, labour, harvest, sale, financing, insurance or crop-management decision, you must consider the context, inspect relevant areas and use appropriately qualified advice where needed.
- 6.8 You remain solely responsible for decisions made using Results and for checking whether Results are suitable for your intended purpose.

7. Fees, taxes and payment

- 7.1 Fees, charging units, subscription periods, included features and payment dates are set out in the Order Form or displayed at purchase. Unless stated otherwise, fees are in New Zealand dollars and exclude GST.
- 7.2 You must pay valid invoices by the due date without set-off or deduction, except where you dispute an invoice in good faith and notify Tau before the due date with reasonable details.
- 7.3 Tau may charge reasonable recovery costs and interest on overdue amounts at the rate stated in the Order Form or, if none is stated, 1.5% per month, calculated daily, to the maximum extent permitted by law.
- 7.4 Tau may suspend processing, access or release of Results for overdue amounts after reasonable notice, unless immediate suspension is reasonably required because of fraud or payment risk.
- 7.5 Fees are non-refundable once a scan has been processed or a subscription period has begun, except where required by law, stated in an Order Form or agreed by Tau in writing.

8. Customer Data, orchard data and permissions

- 8.1 As between you and Tau, you retain ownership of Customer Data. You grant Tau and its service providers a worldwide, non-exclusive, royalty-free licence to host, copy, transmit, process, analyse, transform, display and otherwise use Customer Data to provide, secure, support and improve the Services and to meet legal obligations.
- 8.2 You warrant that you have all rights, authorities and consents required for Tau to process Customer Data as described in the agreement. You must not upload data unlawfully or in breach of another person's confidentiality, privacy or intellectual-property rights.
- 8.3 You are responsible for the accuracy, legality and quality of Customer Data and for keeping your own copies of any source records you need. The Services are not a permanent archival or backup service unless expressly stated in an Order Form.

8.4 Where a packhouse, orchard manager, contractor or other person creates an account, submits data or receives Results for an orchard, each party is responsible for ensuring the necessary authority and appropriate access controls are in place.

9. Data use, model improvement and third-party sharing

9.1 Tau may use Customer Data within Tau and through contracted service providers for processing, quality assurance, troubleshooting, fraud prevention, support, model evaluation, model improvement and development of agricultural products and services.

9.2 Tau may create and use aggregated, statistical or de-identified data that does not reasonably identify you, an individual or a specific orchard. Tau owns this aggregated or de-identified data and may use it for analytics, benchmarking, research, product development and commercial purposes.

9.3 Tau will not sell or disclose identifiable orchard-level Customer Data to Zespri, a packhouse, another grower or another third party for that third party's independent purposes unless: (a) you have authorised it; (b) a separate data-sharing arrangement applies; (c) disclosure is needed to provide a feature you requested; or (d) disclosure is required or permitted by law.

9.4 Tau may disclose Customer Data to hosting, storage, AI, communications, payment, analytics and support providers acting for Tau, provided Tau uses reasonable contractual and security safeguards appropriate to the data and service.

9.5 Where Results or Customer Data are shared through an API, portal, packhouse integration or user-controlled permission, you are responsible for selecting the correct recipient and access level. Tau is not responsible for the recipient's later use of data outside Tau's control.

10. Privacy and security

10.1 Tau will handle personal information in accordance with its Privacy Policy and applicable privacy law. The Privacy Policy explains what personal information Tau collects, why it is collected, who may receive it, where it is held, and how individuals may request access or correction.

10.2 You must ensure that Authorised Users and any other individuals whose personal information you provide have received any required privacy notice and that you have a lawful basis for providing the information to Tau.

10.3 Tau will use reasonable administrative, technical and organisational safeguards. No internet, cloud, mobile or data-storage system is completely secure, and Tau does not guarantee that unauthorised access or data loss will never occur.

10.4 You must use reasonable security practices, including strong passwords, supported devices, current software, secure Wi-Fi and prompt removal of access for staff or contractors who no longer require it.

10.5 If either party becomes aware of a security incident affecting the other party's confidential information or personal information, it must notify the other party without undue delay and reasonably cooperate to investigate and meet legal obligations.

11. Intellectual property

11.1 Tau and its licensors own all intellectual-property rights in the Services, software, source code, object-detection and analysis models, model weights, training methods, algorithms, user interface, workflows, Documentation, branding and all improvements to them.

11.2 Subject to payment and these Terms, Tau grants you a non-exclusive licence to use customer-specific Results for your internal orchard and business purposes and to share them with your professional advisers, employees, contractors, packhouse or Zespri where you are authorised to do so.

11.3 You must not copy, modify, translate, sell, sublicense, publish or commercially exploit the Services or Documentation except as expressly permitted. You must not reverse engineer, decompile, extract model weights, discover source code, benchmark for publication without consent, or use the Services or Results to train or improve a competing model or product.

11.4 If you provide suggestions, feedback or ideas, Tau may use them without restriction or payment, but Tau will not publicly identify you as the source without permission.

11.5 Nothing in these Terms transfers ownership of either party's pre-existing intellectual property.

12. Acceptable use

12.1 You must not use the Services to break the law, infringe rights, interfere with another user, upload malicious code, bypass security or usage limits, scrape data, overload systems, conduct unauthorised surveillance, or gain unauthorised access to an account, orchard or dataset.

12.2 You must not remove ownership notices, misrepresent Results as guaranteed or independently certified, or use Tau's name or branding in public claims without written approval.

12.3 Tau may investigate suspected misuse and may preserve or disclose relevant information where reasonably necessary to protect users, enforce the agreement or comply with law.

13. Confidentiality

- 13.1** Each party must protect the other party's non-public commercial, technical and operational information using at least reasonable care and may use it only for the agreement.
- 13.2** Confidential information does not include information that is public without breach, lawfully known without restriction, independently developed, or lawfully received from another source without confidentiality obligations.
- 13.3** A party may disclose confidential information to staff, professional advisers, insurers, financiers, contractors and service providers who need it and are subject to appropriate confidentiality obligations, or where disclosure is required by law.
- 13.4** Before making a legally required disclosure, the receiving party must, where lawful and reasonably practicable, notify the other party and allow it to seek protective measures.

14. Service availability, changes and support

- 14.1** Tau aims to provide a reliable service but does not guarantee uninterrupted, error-free or real-time availability. Processing and upload times are estimates and may vary with file size, network capacity, demand, model workload and third-party systems.
- 14.2** Tau may perform maintenance, patch security issues, replace infrastructure, update models and change features. Updates may change Results, thresholds, presentation, compatibility or processing behaviour.
- 14.3** Tau may retire a material paid feature on reasonable prior notice where practicable. Tau may make urgent changes without advance notice for security, legal, safety or service-integrity reasons.
- 14.4** Beta, trial, preview or experimental features may be changed or withdrawn at any time and are provided with additional uncertainty. They must not be used for critical decisions unless Tau expressly agrees otherwise.
- 14.5** Support scope and response targets are as stated in the Order Form. Otherwise, support is provided on a commercially reasonable basis during Tau's normal New Zealand business hours.

15. Warranties and legal rights

- 15.1** Each party warrants that it has authority to enter into and perform the agreement.
- 15.2** Tau warrants that it will provide the Services with reasonable care and skill. If Tau materially fails to do so, your primary remedy is for Tau, at its option, to reperform the affected service, reprocess the affected data, correct the issue where reasonably possible, or provide an appropriate service credit.
- 15.3** Except for express warranties in the agreement and rights that cannot lawfully be excluded, the Services, Results, Documentation and any recommendations are provided "as is" and "as available". Tau excludes all implied warranties, conditions and representations to the maximum extent permitted by law, including as to accuracy, completeness, merchantability, fitness for a particular purpose and non-infringement.
- 15.4** You acknowledge that you acquire the Services in trade for business purposes. To the extent permitted by section 43 of the Consumer Guarantees Act 1993, the parties agree that the Consumer Guarantees Act does not apply, and agree that it is fair and reasonable that they are bound by this clause.
- 15.5** Where both parties are in trade and the legal requirements are met, the parties agree to contract out of the provisions of the Fair Trading Act 1986 that may lawfully be contracted out of, only to the extent necessary to give effect to the agreed allocation of risk, non-reliance, entire-agreement, warranty and liability clauses in this agreement. Each party considers this fair and reasonable in the context of a business-to-business agricultural technology service.
- 15.6** Nothing in the agreement excludes, restricts or modifies any right or liability that cannot lawfully be excluded, restricted or modified.

16. Limitation of liability

- 16.1** To the maximum extent permitted by law, neither party is liable to the other for any indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profit, revenue, business, opportunity, goodwill, anticipated savings, crop value, crop quality, yield, packout, production, data or use, whether arising in contract, tort (including negligence), equity, statute or otherwise.
- 16.2** Without limiting clause 16.1, Tau is not liable for loss arising from: (a) decisions made using Results; (b) inaccurate measurements or Customer Data; (c) unsafe or incorrect scanning; (d) poor-quality or incomplete video; (e) device, vehicle, lens, bracket, GPS, internet or third-party failure; (f) unauthorised access caused by your security failure; (g) changes in crop condition after scanning; or (h) events outside Tau's reasonable control.
- 16.3** Tau's total aggregate liability arising from or relating to the agreement in any rolling 12-month period is limited to the greater of: (a) the fees paid or payable by you to Tau for the affected Services in that period; and (b) NZD 1,000.

- 16.4** The limits in clause 16.3 do not apply to liability that cannot lawfully be limited, or to Tau's fraud or wilful misconduct. The exclusion in clause 16.1 does not exclude direct physical damage to tangible property to the extent caused by Tau's proven negligence, but clause 16.3 still applies where lawful.
- 16.5** Each limitation and exclusion is separate and applies even if a remedy fails of its essential purpose. The parties agree that the fees reflect this allocation of risk.
- 16.6** You must notify Tau of any claim within 90 days after you become aware, or should reasonably have become aware, of the event giving rise to it. This clause does not shorten any mandatory statutory limitation period.

17. Indemnity

- 17.1** You indemnify Tau and its personnel against reasonable direct losses, liabilities, damages and third-party costs to the extent arising from: (a) your unlawful or unauthorised collection, filming, upload, use or disclosure of data; (b) your breach of clauses 5, 8, 11 or 12; (c) unsafe operation of a vehicle, device, bracket or other equipment by you; or (d) a third-party claim that Customer Data supplied by you infringes rights.
- 17.2** The indemnity does not apply to the extent a loss was caused by Tau's breach, negligence, fraud or wilful misconduct. Tau must promptly notify you of a third-party claim, allow you reasonable control of the defence and settlement, and provide reasonable cooperation at your cost. You may not settle a claim in a way that admits fault by Tau or imposes obligations on Tau without consent.

18. Suspension and termination

- 18.1** Either party may terminate an ongoing subscription or service arrangement as permitted by the Order Form. If no notice period is stated, either party may terminate on 30 days' written notice, but prepaid fees remain non-refundable except where required by law or the termination results from Tau's uncured material breach.
- 18.2** Either party may terminate immediately by written notice if the other party materially breaches the agreement and does not remedy the breach within 10 business days after notice, or becomes insolvent, enters liquidation or ceases substantial business operations.
- 18.3** Tau may suspend or terminate access immediately where reasonably necessary because of a security threat, unlawful use, fraud, material safety risk, serious misuse, infringement, non-payment after notice, or risk to Tau, users or third parties. Tau will limit the suspension to what is reasonably necessary where practicable.
- 18.4** On termination, your right to use the Services ends and all unpaid amounts become due. Clauses intended by their nature to continue, including data rights, confidentiality, intellectual property, disclaimers, liability, indemnity and dispute terms, survive.

19. Data after termination

- 19.1** Before termination or account closure, you should export any Customer Data and Results you need. Tau may provide a reasonable export method where technically available, subject to payment of outstanding fees.
- 19.2** After termination, Tau may delete or de-identify Customer Data after a reasonable retention period, except where longer retention is required for legal, tax, security, backup, dispute or legitimate business-record purposes.
- 19.3** Tau may retain aggregated or de-identified data, model improvements, system logs and records that do not reasonably identify you, an individual or a specific orchard.
- 19.4** Deletion from active systems may not immediately remove data from secure backups. Backup data will be protected and deleted or overwritten through normal retention cycles.

20. Disputes, governing law and notices

- 20.1** Before starting court proceedings, a party must give written notice describing the dispute and senior representatives must try in good faith to resolve it for at least 15 business days. Either party may seek urgent injunctive or protective relief at any time.
- 20.2** If the dispute is not resolved, either party may propose mediation in New Zealand. Unless otherwise agreed, mediation costs are shared equally and each party pays its own advisers.
- 20.3** The agreement is governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- 20.4** Notices must be sent by email to the addresses in the Order Form or account, with legal notices to rh.innovationltd@gmail.com. A notice is treated as received when the sender receives no delivery failure, but a notice sent after 5:00 pm on a business day is treated as received on the next business day.

21. General terms

- 21.1** Changes. Tau may update these Terms. Tau will give at least 30 days' notice of a material change that adversely affects existing paid users, unless an earlier change is reasonably required by law, security or urgent operational need.

Continued use after the effective date constitutes acceptance. If you do not accept a material adverse change, you may stop using the Services and terminate before it takes effect.

- 21.2 Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, severe weather, fire, epidemic, war, civil disorder, government action, utility failure, internet or cloud outage, cyberattack not caused by failure to use reasonable safeguards, or labour disruption. Payment obligations for Services already supplied are not excused.
- 21.3 Assignment.** You may not assign the agreement without Tau's prior written consent, not to be unreasonably withheld. Tau may assign it to an affiliate or in connection with a merger, financing, reorganisation or sale of all or substantially all of the relevant business, provided the assignee assumes Tau's obligations.
- 21.4 Subcontracting.** Tau may subcontract performance but remains responsible for its contractual obligations.
- 21.5 No partnership.** The parties are independent contractors. Nothing creates an employment, agency, partnership, joint venture, fiduciary or franchise relationship.
- 21.6 Severability.** If a provision is illegal or unenforceable, it is modified to the minimum extent necessary or severed, and the remainder continues.
- 21.7 Waiver.** A waiver must be in writing and applies only to the specific occasion. Delay or failure to enforce a right is not a waiver.
- 21.8 Entire agreement and non-reliance.** The agreement is the entire agreement about the Services and replaces prior discussions and representations. Each party confirms it has not relied on a statement not expressly included in the agreement, except that nothing excludes liability for fraud or any right that cannot lawfully be excluded.
- 21.9 No third-party beneficiaries.** Except for persons expressly protected by clauses 16 and 17, no third party may enforce the agreement.
- 21.10 Electronic agreement.** The agreement may be accepted electronically and electronic records may be used to evidence acceptance, account activity, notices and transactions.
- 21.11 Interpretation.** "Including" means "including without limitation". Headings are for convenience. The singular includes the plural. A reference to law includes amendments and replacements. If there is ambiguity, the agreement is not interpreted against a party merely because it prepared it.

Schedule 1 - Mandatory scanning requirements

These requirements are part of the agreement

Failure to follow them may reduce accuracy, prevent processing, delay Results or require a rescan. Current in-app instructions and Documentation prevail where they contain a more specific or updated requirement.

- 1. Authority and block identity** - Obtain permission to scan. Select the correct site and block. Do not scan under another block if the correct entry is missing; contact Tau first.
- 2. Measurements** - Enter accurate row width, row height and bay length in metres. Confirm that any lens multiplier is enabled only when the required additional fish-eye lens is correctly attached.
- 3. Compatible phone and setup** - Use a supported HDR-capable phone, keep the device charged, clean the lens and securely attach the phone and bracket. Inspect equipment before use.
- 4. Camera and GPS settings** - Grant required permissions, keep GPS on, select HDR, keep stabilisation off, and use the target brightness specified in the current Documentation for the conditions.
- 5. Preview before recording** - Start the preview and confirm that the canopy is clearly visible, the image is not black, frozen, too dark, washed out, blurry or incorrectly aimed, and the bracket is stable.
- 6. Safe and steady scanning** - Start recording before driving, drive steadily, avoid sudden movements where reasonably possible, keep the phone position fixed and never operate or adjust the phone while driving.
- 7. Recording length and heat** - Keep recordings within the recommended duration, currently about 25 to 30 minutes, and allow the phone to cool when needed.
- 8. Stop and return correctly** - Use the in-app stop process and hold the Stop Recording control until the app confirms completion. Use Go to Dashboard; do not use the phone back control where the app warns that this may erase the recording.
- 9. Quality review and upload** - Preview every recording before upload. Delete and rescan recordings that are poor, corrupted or misaligned. Upload using a strong Wi-Fi connection and keep the phone charged.
- 10. Consistent orientation** - Where left, centre and right comparisons are required, scan rows in a consistent orientation so each side represents the same canopy zone throughout the block.

Schedule 2 - Recommended dashboard acceptance wording

Recommended implementation controls

- Require an unticked checkbox; do not pre-tick it.
- Provide direct links to the current Terms and Privacy Policy before acceptance.
- Record the user ID, organisation, date and time, Terms version, Privacy Policy version, and a technical audit identifier such as IP address or device/session ID.
- Require a user accepting for a business to confirm authority to bind that business.
- Require renewed acceptance when a material new version takes effect.
- Allow users to download or view the version they accepted.
- Keep the acceptance record for the life of the account and the applicable legal retention period.

TAU contact details

Legal entity	TAU Research Limited
Trading name	TAU / TAU Research
NZBN	9429048619677
Registered address	Unit 5, 4 Hammond Street, Hamilton Central, Hamilton, 3204, New Zealand
Support and privacy	rh.innovationltd@gmail.com rh.innovationltd@gmail.com

End of Terms and Conditions