

PREKURE (CLINICAL NU LIMITED)

Network Membership Website Add-on Terms and Conditions

Version: 1.0

Effective date: 02/10/2025

1. Definitions

- 1.1 PREKURE, we, us and our means PREKURE (CLINICAL NU LIMITED).
- 1.2 Member, you and your means the Network Membership subscriber that orders the Website Add-on.
- 1.3 Network Membership means PREKURE's subscription membership.
- 1.4 Website Add-on means the Done for you website service described in these Terms.
- 1.5 Managed Domain Service means our optional domain registration and renewal management service.
- 1.6 Email Service means the optional email mailbox provided with the Website Add-on.
- 1.7 Content means all text, images and other materials you supply and have rights to use.
- 1.8 Platform means PREKURE's website templates, themes, code, dashboards and hosting environment.
- 1.9 Business Day means a day other than a Saturday, Sunday or public holiday in New Zealand.

2. Acceptance and order of precedence

- 2.1 These Terms apply to the Website Add-on and sit alongside your Network Membership terms. If there is a conflict, these Terms apply to the Website Add-on.
- 2.2 By submitting the questionnaire, paying the non-refundable setup fee, or accessing the Website Add-on, you accept these Terms.

3. Service description

- 3.1 You provide business information, branding and content through our questionnaire. We use AI to populate our pre-made template and host the site for you.
- 3.2 You receive restricted access that allows basic content edits only, including changing text and images. You cannot add, delete or move sections or pages.
- 3.3 A dashboard allows you to set global features and styling.
- 3.4 A blog feature is provided to write and publish articles.
- 3.5 We host all websites in Sydney, Australia via Google Cloud hosting. We store daily backups onsite and offsite.
- 3.6 We aim for 99.9% uptime. This is a target only and not a guarantee.
- 3.7 Production timeframe. Once you submit your completed questionnaire, we aim to produce your website within 1 to 2 weeks. This timeframe is a target and may be longer during periods of high demand or due to public holidays.

4. Membership dependency, suspension and termination

- 4.1 The Website Add-on is available only to current Network Members.
- 4.2 A non-refundable setup fee applies if you want the website feature.

4.3 If you cancel your Network Membership, your website is taken down, your Email Service is discontinued, and any Managed Domain is returned to your management on the day after your final membership day.

4.4 If you fail to pay your Network Membership fee, you have a 30 day grace period to pay. After that, your membership, website, Email Service and any domain we manage are terminated automatically.

4.5 We may suspend or remove the website immediately if you breach these Terms, law or acceptable use, or where security, legal or operational risks require urgent action.

4.6 We may cancel any membership and remove a website without warning for any reason. Where practicable we will give notice.

4.7 If the product is discontinued, we aim to keep it running for 6 months to allow you to copy your Content. This is a target, not a guarantee.

5. Fees and billing

5.1 Network Membership fees, the non-refundable website setup fee, domain renewal charges plus any managed service surcharge, Email Service storage upgrades and any recovery or restoration fees are payable as quoted or listed on invoice.

5.2 Currency, tax and payment terms are as specified on invoice.

5.3 If you do not pay an invoice by the due date, we may suspend services and charge reasonable costs of collection, in addition to clause 4.4.

6. Managed Domain Service

6.1 If selected, the domain is managed on our registrar account. You remain the domain's primary registrant and legal owner. PREKURE is listed as administrative and billing contact.

6.2 We renew the domain annually on your behalf when you have paid our renewal invoice, which may include our managed service surcharge.

6.3 If you fail to pay our domain renewal invoice, we will not renew the domain and you may lose it. We will make reasonable efforts to remind you before expiry, but we will not renew unless paid.

6.4 On request, we will return the domain to your management at any time.

6.5 On membership end, the domain is returned to your management on the day after your final membership day.

6.6 We support most TLDs. Registry or registrar restore or redemption fees, if any, are payable by you.

6.7 If you choose not to use the Managed Domain Service, you are fully responsible for domain management, nameserver changes and DNS.

7. Email Service

7.1 You receive one email inbox included with your website.

7.2 If you exceed your included inbox size, you can purchase additional storage for an additional monthly fee.

7.3 We use reCAPTCHA on website contact forms and rely on spam filtering provided by our Google Cloud hosting. Filtering outcomes are not guaranteed.

7.4 We do not back up emails. We are not responsible for any email data loss. You are responsible for exporting and backing up your mailbox.

7.5 If your membership lapses or is terminated, the Email Service is discontinued per clause 4.

8. Backups and restoration

8.1 We take daily backups onsite and offsite. Backup frequency and retention are as we determine for the service.

8.2 Restoration from backup is not guaranteed. A restoration or recovery fee may apply.

8.3 On request we can delete website backups and other information or files we hold about you, subject to legal retention requirements.

9. Support

9.1 Support hours are 9:00 to 17:00 New Zealand time on Business Days.

9.2 Support channels are our knowledge base and our support email ticket system at info@prekure.com.

9.3 We provide technical support only. Examples include your website being down or slow, or email not working.

9.4 You are responsible for content changes and email setup. We provide the Platform and Email Service and support resources. We are not obligated to make changes for you.

10. Acceptable use and Member responsibilities

10.1 You must ensure your Content is lawful, accurate and not misleading, and that you have all necessary rights and permissions to use it.

10.2 Prohibited Content includes unlawful, infringing, defamatory, abusive, obscene, harassing, hateful, malware or malicious code, and material that violates privacy, spam or advertising laws.

10.3 You must not bypass or modify the Platform, add, delete or move sections, attempt unauthorised access, or perform load testing without written consent.

10.4 You are responsible for maintaining up to date contact details, paying fees when due, keeping credentials secure, and complying with applicable law.

11. Intellectual property and licences

11.1 PREKURE owns the Platform, templates, themes, code, design, software and all associated intellectual property and moral rights.

11.2 You own your Content being the written text and any images you have the rights to use.

11.3 You grant PREKURE a worldwide, royalty free licence to host, copy, transmit, display and process your Content for the purpose of providing the Website Add-on and improving our services.

11.4 The Website Add-on is a hosted service and cannot be transferred to another provider. You have no rights in the Platform beyond the limited access in clause 3.2.

11.5 We may make changes at any time and may remove any site that breaches these

Terms or applicable law.

12. AI generated content

12.1 We use AI to generate website content from your inputs. AI can make mistakes.

12.2 You are solely responsible for reviewing, editing and approving all content before publication and for any information or claims made on your site.

12.3 We do our best to ensure our AI does not make medical claims. We are not responsible for what AI generates or what you publish.

13. Privacy, data and analytics

13.1 PREKURE owns the Google Analytics property for your site and provides you with edit access.

13.2 We collect information about your site via Google Analytics and receive a copy of emails sent through your website contact form. We anonymise this information to protect you and your visitors. We use it only to improve our service. We do not share it with third parties and we do not contact your visitors.

13.3 We do not provide or require a cookie banner. You are responsible for any notices or consents required for your business.

13.4 PREKURE does not act on your behalf as your agent or processor. PREKURE determines how it processes personal information for the Website Add-on and related service improvement and acts in its own capacity.

13.5 We aim to comply with applicable New Zealand and Australian website privacy laws. We are not responsible for your compliance.

13.6 We provide your site with template Terms and Conditions, a Privacy Policy and a Cookie Policy. You may modify or replace these with your own policies at any time. You are solely responsible for the accuracy, sufficiency and legal compliance of any policies used on your site and for how they are implemented. We are not responsible for any issues arising from these policies.

14. Legal compliance and consumer protections

14.1 To the maximum extent permitted by law, we exclude all warranties, conditions and guarantees not expressly set out in these Terms.

14.2 Nothing in these Terms excludes rights that cannot be excluded under applicable law.

15. Liability and indemnity

15.1 To the maximum extent permitted by law, we have no liability to you of any kind arising out of or in connection with the Website Add-on, the Managed Domain Service, the Email Service or these Terms.

15.2 You agree you have no rights against us in relation to your website beyond the limited access granted. You cannot bring claims against us in relation to your website.

15.3 You indemnify us against claims, losses, damages and expenses arising from your Content, your use of the Website Add-on, or your breach of these Terms or law.

16. Third party services

16.1 The Website Add-on integrates with third party services, including SiteGround hosting, AWS storage and Google Analytics. Your use of those services is subject to their terms and policies. We are not responsible for third party systems.

17. Suspension and removal for cause

17.1 We may suspend or remove your site where required by law, where a third party alleges infringement, where content violates acceptable use, or where security or operational integrity is at risk. We will notify you where lawful and practicable.

18. Termination and recovery

18.1 On termination or expiry, your access to the Platform stops.

18.2 You can export your Content while your access remains active. After access ends, exports are not guaranteed.

18.3 A recovery fee applies if you later re-join Network Membership and want the site restored. Emails and any previously expired domain are not included or recoverable.

19. Changes to fees and Terms

19.1 We can change fees and these Terms at any time. We will notify you.

20. Force majeure

20.1 Neither party is liable for delay or failure to perform due to events beyond reasonable control, including natural disasters, outages, cyberattacks, acts of government or failures of third party services.

21. Notices

21.1 Notices to PREKURE:

PREKURE (CLINICAL NU LIMITED)

B:Hive, Smales Farm, 74 Taharoto Road, Takapuna, Auckland 0622

info@prekure.com

21.2 Notices to you will be sent to your last known email or billing address.

22. General

22.1 Assignment. You may not assign these Terms without our consent. We may assign on a restructure or sale.

22.2 Severability. If a provision is unlawful or unenforceable, it is severed and the rest remains in force.

22.3 No waiver. A failure to enforce a provision is not a waiver.

22.4 Entire agreement. These Terms are the entire agreement for the Website Add-on.

22.5 Governing law. These Terms are governed by the laws of New Zealand.