

Tāwhia RAG Search Function End User Terms

1. Application of these Terms

- 1.1 These Terms are binding and apply to any use of the Service by you.
- 1.1 By accessing or using the Service, you irrevocably agree to these Terms.
- 1.2 Where you are accessing and using the Service on behalf of another person (e.g. your employer), you agree to these Terms on that person's behalf and confirm that you are authorised to agree to these Terms on that person's behalf.
- 1.3 Please also read our Privacy Policy because it applies to all personal information provided to us.
- 1.4 When you use the Service, or any other part of the Website, you also agree to our Website Terms of Use.
- 1.5 If you do not agree to be bound by these Terms, you must not use the Service.

2. Nature of the Service:

- 2.1 Although the Service uses a conversational interface, we want to ensure that you understand that anytime you use or converse with the Service:
 - 2.1.1 you are not talking to a human; and
 - 2.1.2 the Service uses AI, which can make mistakes. Service Outputs may not be accurate, or complete.
- 2.2 You must not rely on Service Outputs as legal or professional advice, or to replace the services of a qualified professional. Please consult with a qualified professional, and double check all Service Outputs, before using or relying on them.
- 2.3 We make no representations or warranties regarding the accuracy of any Service Outputs, or that the Service will meet any particular requirements, or be fit for any particular purpose. For these reasons it is important that You read and understand these Terms.

3. Changes

- 3.1 We may revise these Terms at any time by notifying you of the changed terms via our Website. If you continue to use the Service after that notification, that continued use constitutes your agreement to the revised terms. Any change takes effect from the date set out in the notice, or if there is none stated, from the date of the notice.
- 3.2 These Terms were last updated on 6 July 2026.

4. Glossary

- 4.1 The following words and phrases have specific meanings wherever you see them used in these Terms as follows:

AI	software technology with capabilities of automated machine processing, machine learning, machine reasoning, natural language processing, text and data mining, or any other artificial intelligence application
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including	does not imply any limitation, nor does any similar word.
Intellectual Property	all trade marks, domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, know-how, and trade secrets and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same.
personal information	information about an identifiable, living person, and includes personal data, personally identifiable information and equivalent information under applicable privacy and data protection laws.
personnel	means employees, directors, agents, contractors and subcontractors, including employees and contractors (who are individuals) of subcontractors.
Service	the Retrieval-Augmented Generation (RAG) search function on the Website with its core function being to generate predictive and automated responses to User queries that fetch, draw on, or are augmented by Tāwhia’s curated Training Material; or which direct Users to that Training Material.
Service Outputs	any and all information, text, data, works, materials or other outputs generated by the Service in response to a User Input.
Terms	these terms of use, except where other terms of use are specified.
Training Material	specific information owned and curated by Tāwhia, approved to develop and support the Service to generate predicative and automated Service Outputs. It includes, for instance, Tāwhia’s ‘Knowledge Base’ of articles, located on the Website.
User	a person who uses or accesses the Service.
User Inputs	means all data (including metadata), information, text, posts and comments, scripts, code, instructions, requests, works and materials inputted into the Service directly or indirectly by a User or at a User’s instigation, or supplied by a User to us for inputting into the Service .
Website	the website at www.tawhia.nz , and all subdomains and related sites (including for the avoidance of doubt the domain www.copyright.co.nz and all subdomains).
we, us or our	Copyright Licensing Limited, , a company incorporated in New Zealand with _____ company _____ number 396745 and trading as Tāwhia Copyright Aotearoa.

5. Provision of the Service

- 5.1 We will provide the Service to you on the terms and conditions set out in these Terms.
- 5.2 Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to other persons.
- 5.3 The Service will evolve over time. We may change how the Service operates, including adding or removing features or functionality.

- 5.4 The Service may be integrated with, or make available to you, a range of third party service applications and/or features (**Third Party Features**). We do not make any warranty or representation as to the availability or functionality of any Third Party Feature. If a licensor of a Third Party Feature ceases to allow us to provide that Third Party Feature to you via the Service, or ceases to make that Third Party Feature available to us on reasonable terms, we may remove that Third Party Feature from the Service. If we cease to provide any Third Party Feature, you are not entitled to any refund, discount or other compensation.

6. Your obligations

6.1 You must:

- 6.1.1 use the Service only for your own lawful internal academic and non-commercial purposes, and for no other purpose;
- 6.1.2 use the Service strictly in accordance with these Terms; and
- 6.1.3 comply with Tāwhia's reasonable instructions regarding your use or access to the Service.

No AI Training, Scraping, Sale, or Repurposing

6.2 You must not directly or indirectly cause, permit, or attempt:

- 6.2.1 any reverse engineering of any portion of the Service;
- 6.2.2 any re-purposing of the Service, (or information or data contained or accessible via the Service), including any use or access to build or operate a similar or competing service or tool;
- 6.2.3 any resale, sublicense, rental, or other commercial exploitation of the Service;
- 6.2.4 any robot or other automated means to access, crawl, scrape, or exploit any part of the Service in any manner; or
- 6.2.5 any AI application, algorithm, or model to use or access the Service (or any information or data contained or accessible via the Service), including to develop, train, improve, or fine-tune any AI application, algorithm or model.

6.3 You must not attempt to view, access or copy any material or data that you are not authorised to access.

6.4 You agree that you are solely responsible for the consequences of your actions while using the Service.

7. Conduct Regarding User Inputs

7.1 User Inputs that you directly or indirectly input, upload, or transmit to the Service must comply with all applicable laws and regulations. You warrant that you have full power, right, and authority to input, upload, or transmit User Inputs to the Service.

7.2 You warrant that the User Inputs will not:

- 7.2.1 contain obscene, offensive, objectionable or inappropriate content;
- 7.2.2 damage, interfere with or degrade the functioning of the Service or the Website;
- 7.2.3 constitute verbal, physical, written or other abuse or unsolicited commercial communications (including threats of abuse or retribution or spam) to any person or cause harm to any person in any way, including as defined in the Harmful Digital Communications Act 2015;
- 7.2.4 infringe the rights of another person (including any Intellectual Property, contractual, privacy or other personal rights); or

7.2.5 contain or constitute misleading, negligent, illegal or unlawful material.

7.3 You warrant that User Inputs:

7.3.1 are true, current, and complete, and not misleading (or likely to mislead) by omission; and

7.3.2 will not impersonate another person or misrepresent authorisation to act on behalf of others or us.

7.4 You confirm that:

7.4.1 you have the right and any consents or approvals needed to make User Inputs (including any personal information in the User Inputs) available to us and any of our third party service providers so that we can deliver the Service to you;

7.4.2 our collection, storage, distribution, disclosure of that personal information to provide the Service to you and as otherwise contemplated by these Terms will not breach any privacy, data protection or other similar or equivalent law in any jurisdiction.

8. Viruses and bugs

8.1 You must not misuse the Service by knowingly introducing or causing the introduction of viruses, trojans, worms, logic bombs, malware, prompt-injection, corrupted data or other material, code, or instruction which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service (if applicable) via a denial-of-service attack or a distributed denial-of service attack or knowingly or negligently allow anyone else to do that.

8.2 You must not otherwise attempt to undermine the security or integrity of the systems and networks or software used to provide the Service (**Underlying Systems**), or use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service.

9. You Indemnify Us in Certain Circumstances

9.1 You indemnify us against any liability, claim, proceeding, cost, damages, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from or in connection with any actual or alleged breach of you obligations in clauses: 5 (Your Obligations) 6 (Conduct Regarding User Inputs), or 7 (Viruses and bugs).

10. Intellectual Property

The Service and the Website

10.1 Title to, and all Intellectual Property in, the Service and the Website (and any part thereof) remains our sole and exclusive property. You must not contest or dispute that ownership, or the validity of those Intellectual Property rights. Your use of the Website (or any part thereof) is subject to the Website Terms of Use. Your use of any copyright material contained or accessed via the Service or the Website is subject to Tāwhia's [Copyright Policy](#).

Underlying Works and Source Information

10.2 Title to, and all Intellectual Property in any pre-existing or underlying information or works used by us to train or enhance the Service, remain our sole and exclusive property (unless we specify otherwise). You must not contest or dispute that ownership, use, or the validity of those Intellectual Property rights.

10.3 For the avoidance of doubt, nothing in these Terms applies to copyrighted works that belong to rightsholders who licence their work to licence holders through Tāwhia's licences. Such material is not within the scope of the Service. To learn how you can use copyright material belonging to

other rightsholders under a CLNZ licence, refer to the licence resources available on our Website or your licence document.

Service Outputs

10.4 To the extent that any copyright or other intellectual property rights may (now or in the future) exist in any Service Outputs, you hereby agree that any and all right, title, and interest in the same shall vest solely and exclusively in us at the time of creation. To the extent that any such right remains vested in you, as consideration for your use of the Service you irrevocably and unconditionally transfer and assign the same to us. To the extent this clause is not effective, you hereby waive any right, title, or interest in any Service Outputs, and undertake that you will not contest, dispute, or make claim thereto.

User Inputs

10.5 You agree that any User Input or other information you post, transmit, or provide, shall be considered non-proprietary and non-confidential, and Tāwhia shall have no responsibility or obligations with respect to such material, except that any personal information shall be handled in accordance with our Privacy Policy.

10.6 Subject to 9.1 to 9.5 (Ownership), as between you and us, we make no claim to any right, title or interest in and to the User Inputs.

10.7 To the extent You own, retain, or control any right, title, or interest in the User Inputs, You hereby grant us an unconditional, irrevocable, non-exclusive, perpetual, worldwide, royalty-free licence (including the right to sub-licence) to use, copy, transmit, display store, exploit, and commercialise the User Inputs to the limited extent required for us to perform our obligations and exercise our rights under these Terms, and we may authorise our personnel to access the User Inputs for this purpose.

11. **Our Use and Storage of User Inputs:** You hereby grant and authorise that the Service may collect, retain, and use User Inputs in accordance with the following:

How are User Inputs used by the Service?

11.1 To produce a Service Output, the Service may send User Inputs to two external AI providers as a normal part of operation: OpenAI converts the User Input into the numerical form which is used to search Tāwhia's owned and curated Training Material database; and Anthropic, whose Claude model generates the written answer. Both providers operate under API terms that exclude the User Inputs and Service outputs sent to them from being used to train their AI models. User Inputs are not retained by either provider beyond what is needed to return the Service Output. We reserve the right to change external AI providers at any time without prior notice to you.

11.2 The Service itself does not learn or update from User Inputs. It only retrieves information from the Training Material Tāwhia has approved. Any improvements to the system are made manually by us, based on our review of Conversation Logs.

Data Retained by Tāwhia

11.3 The Service may temporarily retain the following ("**Conversion Logs**"):

11.3.1 the User Input (e.g. the question typed);

11.3.2 the Service's response;

11.3.3 any follow-up exchanges; and

11.3.4 time stamps.

11.4 The Service does not collect a User's name, email, IP address, or device information, unless a User chooses to input personal information into the chat. Any such personal information is handled in accordance with Tāwhia's Privacy Policy, and this clause10.

How are Conversation Logs Used by Tāwhia?

- 11.5 Conversation Logs may be retained and used by Tāwhia for two purposes:
- 11.5.1 to identify and analyse gaps in Tāwhia's proprietary Training Material, so that coverage can be improved over time; and/or
 - 11.5.2 to monitor or improve the quality of the Service Outputs.
- 11.6 For those purposes:
- 11.6.1 Tāwhia keeps a record of each Conversation Log in an observability platform. No identifier is attached that could link a conversation back to a specific individual user.
 - 11.6.2 The Conversion Log may be manually reviewed by Tāwhia and/or its authorised sub-contracted partners, with whom it has support agreements for the development of the Service. Great North is the developer of the Service. Its agreement with Tāwhia limits its use of any data passing through the Service to operating, monitoring, and improving the Service for Tāwhia.
 - 11.6.3 Conversation Logs are not retained for longer than necessary for these purposes. Tāwhia's current retention policy automatically and permanently deletes records of Conversation Logs after 90 days.
- 11.7 Conversation Logs and User Inputs are not used for any other purpose, and are not shared or sold to third parties.

General Analytics

- 11.8 Standard website analytics operate independently of the Service, and are governed by Tāwhia's Privacy Policy. These may be used to our internal and external business purposes, including to provide reports and services to third parties, provided that any usage information is aggregated or anonymised; and any materials incorporating usage information that are provided to a third party do not identify you without your prior written consent.

General Feedback

- 11.9 You grant us the right to use, copy, adapt, display, store, exploit, and commercialise any ideas, suggestions or improvements relating to the Service that are communicated by or on behalf of You to us.

Cookies

- 11.10 The chat widget sets no cookies and stores nothing on a User's device. The conversation exists only in the User's own browser window while they are using it, and disappears from the User's device when the page is closed or refreshed.

12. Warranties, disclaimers and limitation of liability

- 12.1 Other than as expressly provided in these Terms, we provide the Service to you on an *as-is* and *as-available* basis.
- 12.2 We make no warranty or representation either express or implied:
- 12.2.1 that the Service will be available at any particular time or on an uninterrupted basis. In particular, you acknowledge that we are not responsible for any connectivity or internet issues;
 - 12.2.2 about the suitability, quality or availability of the Service;
 - 12.2.3 that the Service will meet your requirements or be suitable for a particular purpose;
 - 12.2.4 that the use of the Service will fulfil or meet your statutory role or responsibility or legal or contractual obligation; or

- 12.2.5 that any Service Outputs are accurate, complete or up to date.
- 12.3 You are advised and understand that:
- 12.3.1 The Service uses AI to generate Service Outputs, which can make mistakes. Service Outputs may not be accurate, or complete.
- 12.3.2 You must double check all Service Outputs before attempting to use them. You are solely responsible for verifying that any Service Outputs, content or information provided on the Service is accurate.
- 12.3.3 You must not rely on Service Outputs as legal or professional advice, or to replace the services of a qualified professional. You must consult with a qualified professional before attempting to use or rely on them for any purpose.
- 12.3.4 We disclaim any/all responsibility to review, detect, verify, or notify Users regarding the quality, accuracy, reliability, completeness, or fitness of any Service Outputs.
- 12.4 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Service, whether express or implied, including those specified under the Contract and Commercial Law Act 2017 or any other applicable consumer protection law.
- 12.5 To the maximum extent permitted by law:
- 12.5.1 you access and use the Service at your own risk; and
- 12.5.2 we are not liable or responsible to you or any other person for any loss, claim, damage or expense under or in connection with the Service, or your access and use of (or inability to access or use) the Service. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 12.6 Without limiting clauses 12.1 to 12.5:
- 12.6.1 we are not liable for:
- (a) any loss of profits, loss of opportunity, loss of savings, loss of business or depletion of goodwill; or
- (b) any special, indirect or consequential loss, costs, damages, charges or expenses of any kind,
- however arising under these Terms or otherwise; and
- 12.6.2 to the extent permitted by applicable law, in no event will our aggregate liability arising out of or in connection with these Terms and any use of or inability by you to use the Service exceed NZ\$100.
- 12.7 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.
- 12.8 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Service.
- 12.9 You acknowledge that we are supplying, and you are accessing and using, the Service for academic purposes, and that the service that we provide justifies the restrictions on access and use set out in these Terms and the exclusions set out below. Accordingly, you and we agree that:
- 12.9.1 the provisions of the Consumer Guarantees Act 1993 do not apply;

- 12.9.2 sections 9, 12A, 13, and 14(1) of the Fair Trading Act 1986 do not apply;
- 12.9.3 contracting out of the above statutory provisions is fair and reasonable;
- 12.9.4 you have had a sufficient opportunity to review these Terms and take independent advice on them, and you understand them; and
- 12.9.5 these Terms are not unfair or unreasonable and they protect our legitimate interests.

13. Term and Termination

- 13.1 We have the right to limit, suspend, or terminate your access to the Service for any period of time, at any time, without liability to you, and whether this affects you alone, or any other Users, for any reason or no reason, which need not be disclosed to you. This includes, but is not limited to, where there are technical or security issues.
- 13.2 If we exercise our discretion under these Terms to limit, suspend, terminate your access to the Service, any or all of the following can occur with or without any advance notice or explanation to you:
 - 13.2.1 you will not be able to access any part of the Service or any data on the Service.
- 13.3 Nothing in these Terms interferes with a person's rights of access and correction of personal information under the Privacy Act 2020.

14. Complaints

- 14.1 Any complaints you have relating to the Service will be handled in accordance with the procedure set out in our Complaints Policy.

15. General

- 15.1 Where you are required or permitted to provide notice to us under these Terms, you must do so by [emailing](#). We may provide notices to you by posting a notice on the Website.
- 15.2 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by means an event that is beyond the reasonable control of a party, excluding an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care, or a lack of funds for any reason.
- 15.3 No person other than you and us has any right to a benefit under, or to enforce, these Terms.
- 15.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 6, 7, 8, 9, 10, 11 and 12 continue in force during any suspension or after termination.
- 15.5 No breach of any provision of these Terms will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of these Terms will be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of these Terms.
- 15.6 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 15.7 These terms constitute the entire agreement between the parties about the subject matter of these Terms, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 15.8 These Terms are governed by and construed in accordance with New Zealand law, and the parties submit to the exclusive jurisdiction of the New Zealand courts.