

Adviser terms of business

Incendio Trading Limited (trading as RetireMe / Incendio Software)

Version 1.2 · Last updated 10 July 2026

These terms apply to **financial advice provider organisations** and related businesses licensing RetireMe adviser tools. They do not apply to retail consumers using the consumer app (see retireme.nz/terms.html).

1. Parties

Incendio Trading Limited, NZBN 9429051566835, with its registered office at 1 Albert Street, Auckland CBD 1010, New Zealand ("**Incendio**", "**we**", "**us**").

Customer — the company, partnership, or other organisation named on an order form, quotation acceptance, or tax invoice that references these terms ("**you**").

2. Scope: business customers only

These terms govern your **commercial** use of RetireMe software, adviser portal features, calculators, documentation, and related services supplied by Incendio (together, the "**Services**").

You confirm that you are acquiring the Services for business purposes in trade and not principally for personal, domestic, or household use. Nothing in these terms is intended to exclude rights that cannot lawfully be excluded.

3. Formation of agreement

Our contract is formed when the earlier of: (a) we accept your written or emailed order or quotation; (b) you pay our invoice that states or attaches these terms (by version and date); or (c) you or your authorised users first access the Services after we notify you that these terms apply, where we have agreed that method of acceptance in writing.

Product-specific schedules, statements of work, data-processing addenda, or order-line descriptions that we agree in writing with you form part of the agreement and prevail over these general terms to the extent of any inconsistency.

4. Licence

Subject to payment and compliance with these terms, we grant you a **non-exclusive, non-transferable** licence for your internal business purposes to allow your officers, employees, and contractors authorised by you ("**Users**") to use the Services during the subscription or licence period stated on your order or invoice.

You must not (and must not assist others to): reverse engineer, decompile, or circumvent technical limits except as permitted by law; resell or white-label the Services without our written consent; use the Services to develop a competing product; test or probe our systems without permission; or access data of another customer.

5. Your responsibilities

You and your Users remain **solely responsible** for:

- compliance with all laws and professional obligations that apply to you, including the *Financial Markets Conduct Act 2013* and codes of conduct, when you use the Services with your clients;
- deciding whether any output is appropriate for a particular client (including suitability and disclosure);
- ensuring accuracy of data and assumptions you enter, and verifying results where outcomes matter;
- obtaining and recording any client consents required for you to use the Services and to process their information;
- credentials, multi-factor authentication, and security of your accounts and devices.

Incendio does **not** provide regulated financial advice to your clients. The Services are **software and modelling tools**.

6. Our responsibilities

We provide the Services materially as described in current published documentation for the subscribed modules. We may modify features, methodology, or assumptions in line with product development, provided we use reasonable endeavours to avoid unnecessary disruption and to communicate material changes that affect documented behaviour where practicable.

Outputs depend on your inputs and documented rules. We do not warrant that results are suitable for any particular client or regulatory purpose; that obligation sits with you as the advice provider.

7. Fees, GST, and payment

Fees, currency, billing cycle, and payment methods are set out on your order or invoice. Amounts are in **New Zealand dollars** unless stated otherwise. You must pay **GST** and other taxes we are required to charge.

If you dispute an invoice, you notify us in writing within 14 days of issue with reasonable detail. Undisputed amounts remain due. We may suspend or limit access for material non-payment after notice where contractually and practically reasonable.

8. Confidentiality

Each party must protect the other's non-public business information that it receives in connection with the Services and use it only for that purpose, except as required by law or with prior written consent. This obligation survives termination for three years.

9. Privacy and data

Each party processes personal information in line with the *Privacy Act 2020* and our published privacy materials. For the adviser platform, our firm-facing summary of security and confidentiality is at retireme.nz/legal/retireme-advisor-security-and-confidentiality-v1.3.html (that statement is informational and does not amend these terms unless we agree otherwise in writing). Where we

process personal information **only on your instructions** in providing the Services, you are the agency responsible for that information and we act as processor to the extent described in any data-processing schedule we agree. A data-processing schedule is available on request.

10. Intellectual property

We (and our licensors) own all intellectual property in the Services, including software, visual design, documentation, and branding. Except for the licence in section 4, no rights are granted. You retain ownership of your business data and client data you submit, and you grant us a licence to host, process, backup, and display that data only as needed to provide the Services.

11. Disclaimers

Except as expressly stated in these terms or required by law, the Services are provided **“as is”** and **“as available”**. We exclude implied warranties to the maximum extent permitted by law.

12. Limitation of liability

To the maximum extent permitted by law:

- neither party is liable for indirect, consequential, special, exemplary, or punitive loss, or for loss of profit, revenue, data, goodwill, business opportunity, or anticipated savings; and
- our total aggregate liability arising out of or relating to the Services in any twelve-month period is limited to the total fees you paid us for the Services in the twelve months before the event giving rise to the claim.

The foregoing does not limit liability that cannot be limited at law (including fraud or wilful misconduct, to the extent applicable).

13. Your indemnity

You indemnify Incendio and its officers against third-party claims, losses, and reasonable costs (including regulatory complaints directed primarily at your conduct) arising from: your breach of these terms; your financial advice, recommendations, or disclosures to your clients; or unlawful content or data you supply, except to the extent caused by our breach of these terms.

14. Term and termination

The agreement runs for the term on your order and may renew as stated there. Either party may terminate for material breach not remedied within 30 days of written notice. We may terminate on notice if continuing would cause us to breach law or regulatory requirements. On termination, your access ends; you must pay accrued fees; and each party must return or delete confidential information of the other subject to standard backup and legal retention practices.

15. Changes to these terms

We may update these general terms by publishing a new version and notifying you by email or in-product notice. Material adverse changes take effect 30 days after notice unless a shorter period is required by law, and you may terminate the affected subscription by written notice before the effective date if the change is not required by law or essential for security or compliance.

16. General

Assignment: you may not assign without our consent; we may assign to an affiliate or in connection with a sale of business. **Subcontractors:** we may use subcontractors subject to confidentiality and privacy obligations consistent with these terms. **Severability; waiver; entire agreement:** standard interpretations apply. These terms plus your order and schedules are the entire agreement on their subject matter.

17. Governing law

New Zealand law governs. Subject to mandatory requirements, the courts of New Zealand have non-exclusive jurisdiction.

18. Contact

Incendio Trading Limited

Email: support@retireme.nz

Phone: [+64 22 011 2021](tel:+64220112021)

Website: retireme.nz

For invoicing: attach or link this document (state version and date) so payment is on these adviser terms of business.