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## Tiaki Scribe – Terms of Use and Subscription Agreement

**Effective date:** 8 April 2026

These Terms of Use and Subscription Agreement (“Terms”) apply to your access to and use of **Tiaki Scribe**, an AI-assisted midwifery documentation support service made available by **Midwifery and Maternity Providers Organisation Limited (MMPO)**, with technical delivery support from **Whio Health Limited**.

By signing up for, activating, accessing, or using Tiaki Scribe, you agree to these Terms.

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### 1. What Tiaki Scribe is for

Tiaki Scribe is an AI-assisted **midwifery documentation support tool** designed to help authorised midwives generate draft summaries of midwifery consultations and visits.

Tiaki Scribe uses speech-to-text transcription and AI-assisted summarisation to create draft documentation for your review, editing, and approval. Its purpose is to support timely, accurate, and efficient documentation and reduce administrative workload.

Tiaki Scribe is a **documentation support tool only**. It does not replace:

- your midwifery judgement
- your professional, ethical, or legal responsibilities
- your documentation obligations
- any required use of authorised clinical systems

You remain fully responsible for the accuracy, completeness, appropriateness, and lawfulness of anything entered into, generated by, reviewed in, approved through, or transferred from Tiaki Scribe.

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### 2. Who can use Tiaki Scribe

You may only use Tiaki Scribe if you:

- hold a current annual practising certificate and any other authorisations required for your scope of practice
- are authorised by MMPO to use the service
- use the service only for legitimate professional midwifery documentation purposes
- comply with these Terms and all applicable laws, professional standards, and privacy obligations

You must let MMPO know immediately if:

- your practising status changes
- you are no longer authorised to provide the relevant services
- any information you gave MMPO in connection with your access becomes inaccurate or incomplete

MMPO may ask for evidence of eligibility at any time.

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### 3. Your account and login security

You must keep your login details secure and confidential.

You must not:

- share your account
- allow anyone else to use Tiaki Scribe through your login

You are responsible for activity on your account unless, and only to the extent that, it was caused by MMPO's own failure to maintain reasonable security controls.

You must notify MMPO immediately if you become aware of:

- unauthorised access to your account
  - suspected compromise of your login details
  - any other actual or suspected security issue relating to Tiaki Scribe
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### 4. Subscription, fees, transition to go-live, and cancellation

From **8 April 2026**, Tiaki Scribe operates as a go-live subscription service.

#### Existing users transitioning from the extended pilot

If you are an existing Tiaki Scribe extended pilot user:

- your access will continue from **8 April 2026**
- access from **8 April 2026 to 7 May 2026** will be provided **free of charge**
- from **8 May 2026**, the subscription fee will be **NZD \$50 per month plus GST (if any)**

#### New users joining from go-live

If you are a new user signing up from go-live:

- your first month of access will be provided **free of charge from the date your access is activated**
- from the end of that initial free month, the subscription fee will be **NZD \$50 per month plus GST (if any)**

#### Billing

Subscription fees are payable **monthly in advance** using a payment method approved by MMPO.

Unless MMPO says otherwise in writing, subscriptions renew automatically each month until cancelled in line with these Terms.

MMPO may change the subscription fee or billing arrangements by giving at least **30 days' prior notice**. Any new fee will apply from the next billing cycle after that notice period ends.

## Non-payment

If payment is not received when due, MMPO may suspend or terminate your access to Tiaki Scribe after giving reasonable notice, unless immediate suspension is reasonably required to protect MMPO's systems, privacy, security, or commercial interests.

## Cancellation by you

You may cancel your subscription at any time by emailing [mmpo@mmpo.org.nz](mailto:mmpo@mmpo.org.nz).

Cancellation will take effect at the end of the current paid billing period unless MMPO agrees otherwise in writing.

Fees already paid are **non-refundable**, except where required by law.

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## 5. When you may and may not use Tiaki Scribe

You may use Tiaki Scribe only:

- for legitimate professional documentation relating to consultations or visits where use of the service is midwifery/clinically appropriate and lawful. It is not recommended that you use Tiaki Scribe in **labour or birth situations**.
- in accordance with these Terms
- in accordance with applicable law, professional standards, and organisational policies

You must not:

- use Tiaki Scribe without obtaining any consent required by law, professional standards, workplace policy, or MMPO guidance.
  - use Tiaki Scribe where the setting makes recording inappropriate, unsafe, or insufficiently private
  - use Tiaki Scribe on a device that does not meet the security requirements in these Terms
  - upload or process information you are not authorised to collect, use, disclose, or record
  - copy, reverse engineer, decompile, interfere with, or misuse the service
  - use the service in a way that could harm the service, other users, or any person's privacy, confidentiality, or safety
  - use Tiaki Scribe for any unlawful, misleading, or non-clinical purpose
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## 6. Informed consent

Before recording begins, you must obtain any consent required for use of Tiaki Scribe by law, professional standards, workplace policy, or MMPO guidance.

At a minimum, where Tiaki Scribe is used in a consultation or visit, you must obtain **verbal informed consent** from the woman and/or whānau and record that consent in the usual midwifery/maternity clinical record where required.

Before consent is obtained, you must explain in a way the woman can understand that:

- Tiaki Scribe will be used to assist with documentation of the consultation or visit
- the consultation or visit will be recorded temporarily for transcription purposes
- the recording will be processed to create a transcript and draft summary
- the draft summary will be reviewed, edited if needed, and approved by you before it is used
- if consent is not given, or is withdrawn, Tiaki Scribe will not be used and documentation will be completed another way

If consent is withdrawn at any time, you must stop using Tiaki Scribe for that encounter unless continued use is otherwise lawful and midwifery/clinically justified.

You are responsible for ensuring that all required consent and explanation is obtained and documented.

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## 7. How Tiaki Scribe works

During a consultation or visit:

- you record the encounter using your secure device
- the recording is transcribed
- the transcript is processed by Tiaki Scribe to generate a draft midwifery clinical summary
- you review and edit the draft summary as needed
- once approved by you, the approved summary may be transferred into the midwifery/maternity clinical record

Tiaki Scribe does not replace existing documentation requirements. You must still comply with all professional, legal, funder, and system-specific documentation requirements.

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## 8. Your midwifery clinical responsibility

Tiaki Scribe generates **draft documentation only**.

Because Tiaki Scribe uses speech recognition and generative AI technologies, outputs may at times be incomplete, inaccurate, misleading, out of context, or inappropriate for the midwifery clinical situation.

You remain fully responsible for:

- checking the accuracy of all output
- correcting any errors, omissions, or misstatements
- ensuring the final record accurately reflects the midwifery clinical encounter
- ensuring anything transferred into the midwifery/maternity clinical record is midwifery/clinically appropriate, complete, and lawful

- ensuring the final documentation meets all applicable legal, professional, contractual, and funding requirements

Tiaki Scribe does not provide midwife/clinical advice, diagnosis, treatment recommendations, or decision-making support.

You must not rely on Tiaki Scribe output without your own professional review and approval.

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## 9. Data ownership, service use, and improvement

As between you and MMPO:

- you retain responsibility for the midwifery/maternity clinical information you enter into, or approve through, Tiaki Scribe
- MMPO and its licensors retain all rights, title, and interest in Tiaki Scribe itself, including its software, models, workflows, interfaces, branding, and related intellectual property

You give MMPO, and MMPO may authorise Whio Health Limited and approved service providers acting on MMPO's behalf, a non-exclusive right to host, access, use, process, transmit, and store information submitted to Tiaki Scribe only to the extent reasonably necessary to:

- provide, secure, maintain, support, and improve the service
- investigate incidents and complaints
- comply with legal requirements
- generate de-identified or aggregated service analytics

MMPO will **not** use woman, baby, or midwifery/maternity clinical content entered into Tiaki Scribe to train foundation or generative AI models unless MMPO has first obtained any required further consent and approvals.

Feedback, suggestions, and improvement ideas you provide about Tiaki Scribe may be used by MMPO without restriction and without payment to you.

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## 10. Privacy, health information, and retention

Tiaki Scribe is intended to support compliance with Aotearoa New Zealand privacy and health information requirements. You must comply with all applicable privacy, confidentiality, professional, and documentation obligations.

### Audio recordings

Audio recordings:

- are stored temporarily on your device
- are used only for transcription and service operation purposes
- will be automatically deleted once transcription is complete, except to the limited extent reasonably necessary to complete processing, respond to a privacy or security incident, or comply with law

## Transcripts and summaries

Transcripts are processed to generate draft summaries.

Unless deleted earlier, transcripts may be retained for up to **30 days**, or until you approve the summary, whichever occurs first. Once the summary is approved, the transcript will be deleted in accordance with Tiaki Scribe retention settings, unless temporary retention beyond that point is reasonably required for legal compliance or incident investigation.

Once approved, the summary may be transferred into the midwifery/maternity clinical record and becomes part of that record. Retention of the midwifery/maternity clinical record is governed by applicable legal and professional requirements, not these temporary Tiaki Scribe settings.

## Audit and system logs

MMPO may retain audit trails, access logs, metadata, and system administration records for security, troubleshooting, quality assurance, fraud prevention, and service management. These records do not form part of the midwifery/maternity clinical record.

## Hosting and processing

Tiaki Scribe is governed by MMPO, with technical delivery support from **Who Health Limited**, and is hosted and processed in **Aotearoa New Zealand** using New Zealand-based infrastructure, including **Catalyst Cloud**.

If MMPO proposes to materially change the primary hosting location for identifiable health information, MMPO will give reasonable prior notice.

## Your privacy obligations

You must comply with:

- the **Privacy Act 2020**
- the **Health Information Privacy Code 2020**
- the **Code of Health and Disability Services Consumers' Rights**
- any applicable professional standards
- any applicable organisational privacy, records management, documentation, and information security policies

Any request by a woman for access to, or correction of, her health information must be managed through the usual midwifery/maternity clinical record access and correction processes.

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## 11. Device security requirements

Because recordings and transcripts may be temporarily stored on your device before processing, you must ensure each device you use with Tiaki Scribe:

- is protected by a password, passcode, or biometric lock
- has automatic screen lock enabled
- is kept up to date with current operating system and security updates

- is not shared with others while Tiaki Scribe is in use
- uses secure internet connections wherever reasonably possible
- is otherwise handled in accordance with good midwifery/clinical and information security practice

If any device used with Tiaki Scribe is lost, stolen, accessed by an unauthorised person, or otherwise compromised, you must notify MMPO immediately.

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## 12. Privacy and security incidents

You must notify MMPO immediately of any actual or suspected privacy, confidentiality, or security incident involving Tiaki Scribe, including:

- recording without required consent
- unauthorised access to Tiaki Scribe or your account
- loss or theft of a device used for recording
- accidental disclosure of personal or health information
- malware, phishing, or other cybersecurity events affecting your use of Tiaki Scribe
- any complaint, regulator enquiry, or threatened claim relating to your use of Tiaki Scribe

You must provide all information and assistance reasonably requested by MMPO to investigate, contain, notify, remediate, or respond to any such incident.

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## 13. Service availability, support, and changes

MMPO will use reasonable care and skill to provide Tiaki Scribe, but the service is provided on an **as available** and **as is** basis to the maximum extent permitted by law.

MMPO may:

- update, maintain, improve, modify, or replace any part of the service
- temporarily suspend access for maintenance, upgrades, security, legal, or operational reasons
- add, remove, or alter features
- restrict access where necessary to protect privacy, security, system integrity, or lawful operation

You must maintain your ability to document consultations without Tiaki Scribe if the service is unavailable, unsuitable, or interrupted.

Support requests may be sent to [mmpo@mmpo.org.nz](mailto:mmpo@mmpo.org.nz).

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## 14. Third-party services

Tiaki Scribe may depend on, interact with, or be made available through third-party infrastructure, software, devices, connectivity providers, or service providers.

MMPO is not responsible for the acts, omissions, availability, or security of third-party systems outside MMPO's reasonable control, except to the extent required by law or caused by MMPO's failure to exercise reasonable care in selecting or managing service providers.

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## 15. Monitoring and continuous improvement

MMPO and Whio Health Limited may monitor use of Tiaki Scribe for security, support, audit, service management, quality improvement, and product improvement purposes.

This may include:

- service usage information
- system performance metrics
- error logs and support information
- user feedback
- de-identified or aggregated usage patterns

MMPO will not intentionally review identifiable midwifery/clinical content except where reasonably necessary for support, troubleshooting, incident response, legal compliance, or where otherwise authorised by law and applicable policy.

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## 16. Suspension and termination

MMPO may suspend, restrict, or terminate your access immediately, or on notice, if:

- you breach these Terms
- you fail to pay fees when due
- MMPO reasonably believes your use creates a privacy, security, safety, legal, or reputational risk
- you cease to meet eligibility requirements
- MMPO decides to discontinue Tiaki Scribe

Where reasonably practicable, MMPO will give prior notice of suspension or termination and the reasons for it.

On termination or expiry:

- your right to access and use Tiaki Scribe ends immediately
- MMPO may disable your account and remove your access credentials
- information already lawfully transferred into the midwifery/maternity clinical record remains part of that record
- MMPO may retain audit, billing, support, and compliance records as required or permitted by law

Any clauses that by their nature are intended to continue after termination will remain in force.

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## 17. Warranties and disclaimers

To the maximum extent permitted by law:

- MMPO does not guarantee that Tiaki Scribe will be uninterrupted, error-free, fully secure, or available at all times
- MMPO does not guarantee that Tiaki Scribe output will be accurate, complete, current, midwifery/clinically appropriate, or fit for any particular purpose
- MMPO does not guarantee that Tiaki Scribe will meet your documentation, funding, regulatory, audit, billing, or practice-management requirements
- all implied warranties, guarantees, conditions, and representations are excluded except to the extent they cannot lawfully be excluded

Nothing in these Terms excludes any rights or remedies that cannot lawfully be excluded or limited.

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## 18. Limitation of liability

To the maximum extent permitted by law:

- MMPO is not liable for any indirect, consequential, incidental, special, exemplary, or punitive loss
- MMPO is not liable for any loss arising from your failure to obtain required consent, your midwifery/clinical decisions, your failure to review or correct output, your failure to maintain device or account security, or your breach of law or professional obligations
- MMPO's total aggregate liability arising out of or in connection with Tiaki Scribe and these Terms is limited to the total subscription fees paid by you to MMPO for Tiaki Scribe in the **12 months** preceding the event giving rise to the claim

This limitation does not apply to liability that cannot lawfully be limited.

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## 19. Your responsibility for your use of Tiaki Scribe

You are responsible for any loss, damage, cost, claim, or expense (including reasonable legal costs) suffered by MMPO, Whio Health Limited, or their staff, and contractors if it arises from you:

- breaching these Terms
- not obtaining the required consent
- using Tiaki Scribe in an unlawful, negligent, misleading, or unauthorised way
- breaching privacy, confidentiality, or information security obligations
- having any claim or complaint connected to content you input, approve, or transfer using Tiaki Scribe
- relying on Tiaki Scribe output without appropriate professional midwifery review

This does not apply to the extent the loss was caused by MMPO's fraud, wilful misconduct, or breach of law.

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## 20. Changes to these Terms

MMPO may update these Terms from time to time. Updated Terms will be available for viewing on our website at [www.mmpo.org.nz](http://www.mmpo.org.nz).

If a change is materially adverse to users, MMPO will give reasonable prior notice before the change takes effect.

If you continue to use Tiaki Scribe after the updated Terms take effect, you will be treated as having accepted the updated Terms.

If you do not agree to an update, you must stop using Tiaki Scribe and cancel your subscription before the updated Terms take effect.

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## 21. Governing law and jurisdiction

These Terms are governed by the laws of **Aotearoa New Zealand**.

The parties submit to the **non-exclusive jurisdiction of the courts of Aotearoa New Zealand**.

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## 22. General

These Terms are the entire agreement between you and MMPO in relation to Tiaki Scribe and replace any earlier discussions or understandings on that subject.

If any part of these Terms is held to be invalid or unenforceable, the rest will continue in force.

MMPO may assign or transfer its rights or obligations under these Terms to a related entity, successor, or purchaser of the service. You may not assign or transfer your rights or obligations without MMPO's prior written consent.

These Terms do not create a partnership, joint venture, employment, fiduciary, or agency relationship between you and MMPO.

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## 24. Acceptance

By signing up for, activating, or continuing to use Tiaki Scribe, you confirm that you:

- understand how Tiaki Scribe operates
- agree to comply with these Terms
- will obtain and document consent as required before recording consultations
- will review and approve all AI-generated documentation before use
- will comply with all privacy, security, and documentation requirements
- understand that Tiaki Scribe is a support tool only and does not replace your professional judgement

Failure to comply with these Terms may result in suspension or termination of access.