

GRADLAB
TERMS AND CONDITIONS

1. Application

- 1.1. Please read these terms and conditions carefully. They apply to all services of any kind that we provide to you.
- 1.2. In these terms and conditions, **we** or **us** means Only Human Limited trading as GradLab, **you** means **you** and **service** or **services** means all services of any kind we provide to you and anything else we do for or in relation to you.
- 1.3. If you are under the age of 18, we require a parent or guardian to consent to us providing services to you on these terms and conditions.

2. Our commitment to you and yours to us

2.1. We agree to:

- (a) provide services to you in accordance with the tier you have selected and paid for with care and skill and in a competent and efficient manner;
- (b) communicate with you clearly and effectively;
- (c) comply with all applicable laws when providing services to you;
- (d) otherwise comply with these terms and conditions.

2.2. You agree to:

- (a) ensure that all information you provide to us is accurate and complete;
- (b) use services only for your own personal use;
- (c) make payment in full and on time;
- (d) comply with all applicable laws in relation to services you receive from us;
- (e) otherwise comply with these terms and conditions including in relation to confidentiality and our intellectual property rights.

3. Communication

- 3.1. We will communicate with you and provide services to you via email, phone and audio-visual link (AVL) using Word and Adobe PDF documents when required. It is your responsibility to ensure that you have access to a suitable phone and computer and access to Word and Adobe PDF programmes.

4. Attendance

- 4.1. Unless we agree otherwise, all calls and meetings will take place between the hours of 8.30am and 5pm, Monday to Friday (NZ time). We will use reasonable endeavours to schedule calls and meetings at times that are suitable to you within those hours.
- 4.2. You agree to attend meetings and calls at the scheduled time and to ensure that you have phone reception and/or a reliable internet connection (as required) to attend and participate.
- 4.3. If you are unable to attend a scheduled meeting or call, you must give us at least 24 hours' notice. Where you do so, we will use reasonable endeavours to reschedule the meeting or call. Where

you do not give us the required notice, we may elect (in our sole discretion) to charge an additional fee of \$200 including GST for our time. Where we do so, we will invoice you for the additional fee and further services may not be provided until the additional fee is paid in full.

5. Our fees

- 5.1. All fees set out on our website or elsewhere include GST
- 5.2. You agree to pay the fee for the tier you select prior to receiving services from us. We have no obligation to provide services to you until the applicable fee has been paid in full.
- 5.3. Where we provide additional services to you, we will invoice you at an hourly rate or for a set fee that we will agree with you in writing prior to providing the additional services to you.
- 5.4. All fees you pay to us are non-refundable unless our engagement is terminated in accordance with clause 10 below in which case clause 10.2 will apply.

6. Invoicing

- 6.1. We will send you invoices for our fee. Each invoice will set out a time for payment (**due date**) and will include instructions for payment. You agree to pay our invoice by the due date, and you will not set-off or deduct any amount from payment of our invoice.
- 6.2. Where our invoice relates to a payment in advance and you do not pay our invoice by the due date, we will not provide services to you and will issue you with a credit note.
- 6.3. Where our invoice relates to services provided to you or an additional fee under clause 4.3 and you do not pay our invoice by the due date:
 - (a) we may charge you interest on all unpaid amounts at a rate equivalent to our bank overdraft rate plus 4% from the due date until the date on which you pay the invoice;
 - (b) you agree to pay any costs incurred by us or our agents in recovering the money you owe, including all commissions and legal costs on a solicitor and client basis; and
 - (c) we may suspend, restrict or stop providing services to you.
- 6.4. Where we do so, you will remain liable for all fees invoiced to you.
- 6.5. We may assign any amounts you owe us to anyone else including debt collection agencies.

7. Term

- 7.1. We will cease providing services to you when the services applicable to the tier you have selected are complete or when our engagement is terminated in accordance with clause 10 below. We may agree in writing to provide additional services to you. Where we do so, we will provide additional services to you on these terms and conditions.

8. Liability

- 8.1. You acknowledge and agree that we do not guarantee and make no representation or warranty that you will be offered employment after receiving our services. Outcomes depend on factors beyond our control including your experience, performance, availability of roles, and the decisions of prospective employers.
- 8.2. We shall have no liability to you or any other party in connection with services, under these terms and conditions, or otherwise at law. Nor are we liable to you or any other party for any direct, indirect or consequential loss, or for any loss of income, profits, revenue, or goodwill, or anticipated income, profits, revenue, or goodwill.

- 8.3. You agree to indemnify us in relation to any claim or claims made against us (or against any of our agents, employees or contractors) by any third party arising from or in any way connected with our services. You also indemnify us in relation to all costs we incur in connection with any such claim or claims.
- 8.4. All express or implied representations and warranties in relation to the services are excluded to the maximum extent permitted by applicable law.

9. Disruptions

- 9.1. Sometimes our services can be disrupted. If this happens, we will continue providing services to you as soon as we reasonably can. We have no liability for any disruption where:
- (a) we suspend, restrict or stop providing services to you if you do not pay our fees or meet any responsibilities to you have to us;
 - (b) the disruption is in connection with your conduct or omission (including any failure to reply to our correspondence or to attend calls and/or meetings with us); or
 - (c) the disruption is caused by events beyond our reasonable control or by a third-party service provider you or we rely on.
- 9.2. If we are prevented from performing any obligation we have to you by reason of any act of God, act of government, earthquake, fire, flood, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control, we will try to advise you of the existence of the circumstances and its expected duration, and the extent to which the services are impacted by the circumstances.
- 9.3. Our performance and provision of services to you will, to the extent that it is made impossible or impracticable by such circumstances (despite us taking reasonable steps to provide the services) be suspended until such circumstances cease to exist. We are not liable to you for any failure or delay in performing services in the circumstances contemplated by this clause.

10. Termination

- 10.1. We may terminate our engagement and cease providing services to you immediately and without notice where:
- (a) You are in breach of these terms and conditions and have failed to remedy the breach within 5 working days of being given notice of the same.
 - (b) We determine, in our sole discretion, that you are not ready to benefit from the services or that you are not participating in phone calls, email correspondence and meetings to do so.
 - (c) Clauses 9.2 and 9.3 above apply and we consider, in our sole discretion, that such circumstances will continue for a period of more than six months.
- 10.2. On termination under clause 10.1(a) above, any fees you have paid to us will not be refunded. On termination under clauses 10.1(b) and (c) above, we may, in our sole discretion, refund fees you have paid to us less an amount that we consider fairly covers our costs and time spent in relation to the services to the date of termination. Such amount shall be no less than \$600 including GST.
- 10.3. You may terminate our engagement and cease receiving services at any time. Where you do so, we will retain any fees you have paid to us.

11. Privacy and information we hold

- 11.1. You agree that we may collect information about you. The information may be obtained from you and others (including our contractors or agents) or generated or recorded by our systems when you

use our services. We will handle your personal information in accordance with the Privacy Act or any applicable legislation or regulations.

11.2. You may ask to see information we hold about you, as long as we can readily retrieve it, and ask for any details that are wrong to be corrected.

11.3. We may hold information about you and share it to the extent appropriate with our contractors and agents. This enables us to provide services to you; keep you informed of services available to you from us; and exercise any lawful right we have under these terms and conditions or otherwise at law.

12. Confidential information

12.1. Subject to clause 12.2 above, we will keep all information we hold in relation to you confidential and we will only disclose such confidential information if we are required to do so to provide the services, where you expressly or impliedly consent to disclosure, or where we are required to do so by law.

12.2. You agree that the techniques and methods we teach and all materials and information we provide to you are our confidential and proprietary information and intellectual property, belonging solely and exclusively to us, and that these may only be used by you as authorised by us.

13. Our intellectual property rights

13.1. We have intellectual property rights in the services and in any materials, techniques, documents, methods, and/or tools that we provide to you (in any form). These rights include, for example, all copyright, Trade Mark and design rights relating to the services. All those rights are retained when we provide services to you and you may not reproduce, adapt, distribute, display, transmit or otherwise use or exploit any aspect of the services that we provide to you.

13.2. We own copyright in all documents or work we create in the course of the services but grant you a non-exclusive licence to use the documents for your own personal use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

13.3. It is important that you comply with the confidentiality and intellectual property clauses of these terms and conditions as you are paying for our services. Unauthorised provision of our intellectual property to third parties may disadvantage you in your own search for employment and is unlawful.

14. Security

14.1. We are not responsible for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with the services. You should take your own precautions to ensure that the process that you employ for accessing the services and communicating with us does not expose you to viruses, malicious computer code or other forms of interference.

15. Agents, employees or service providers

15.1. We may have any agent, employee or service provider approved by us perform the services.

16. Assignment

16.1. The services are personal to you. You may not assign your rights or obligations under these terms and conditions to any other party. We may assign and have someone else perform our side of any agreement you have with us. We will tell you if we do this.

17. Notices

17.1. You agree that all agreements, notices, and other communications that we provide you electronically satisfy any legal requirement that such communication be in writing.

17.2. We will send invoices and other notices to the last contact email address you have given us. We can assume any bill or notice we send by email has been delivered and received by you on the date it was sent. Please tell us if you change your email contact address.

17.3. You must send any notices to us to the following email address: kirsty@onlyhuman.co.nz. Where any notice you send us includes an update to your information or an instruction in relation to services, you agree that we shall have a period of three working days from receipt of notice by email to implement any update or respond to any such instruction.

18. Rights and responsibilities continue

18.1. Termination of our engagement or completion of the services does not affect any rights and responsibilities which are intended to continue or come into force afterwards. These include your responsibilities in relation to confidentiality, intellectual property, payment of our invoices which are continuing.

19. Amendments

19.1. We may change these terms and conditions by changing or removing existing terms or by adding new ones. We will give you notice by email of any changes at least one month before they come into effect.

19.2. Any other changes to the terms of any agreement you have with us must be in writing and signed by us.

20. No waiver

20.1. No delay or failure to exercise a right under these terms prevents us exercising that or any other right on that or any other occasion.

21. Invalidity

21.1. If any provision of these terms is unlawful and unenforceable, it will be severed from these terms to the extent it is unlawful and unenforceable. The rest of these terms will remain in force.

22. New Zealand law

22.1. All our services are provided under New Zealand law and the New Zealand courts shall have jurisdiction over these terms and conditions.