

Online Courses and Legal Stuff – Terms of use

1. Who we are

Welcome to the course Online Courses and Legal Stuff (the **Service**), operated by Online Courses and Legal Stuff (**Provider, we, our, us**). Online Courses and Legal Stuff is the trading name of Richard Best, based in Wellington, New Zealand. You can contact us on +64 21 927 291 and at richard@besthancock.com. Our GST number is 48-941-012.

2. Agreement to terms

If you purchase any of our courses or related material you will need to accept or you will be taken to have accepted these terms of use (**Terms**) prior to purchasing. That creates a contract between us and you. Please read these Terms before purchasing any of our courses and print a copy of them for your records.

If you are using the Service on behalf of a business, government agency or other legal entity (each a **Business**), you are accepting these Terms on behalf of that Business, you represent and warrant to us that you are authorised to do so, and the contract will be between us and the Business.

3. Our courses and prices

A description of each course we provide and its corresponding price can be found on the pre-sale web page that explains the course. It is your responsibility to review that page and to decide whether the course will or is likely to meet your needs.

We reserve the right to vary our available courses without notice. This includes amending the content of currently available courses. However, unless by required by law to do so, we will not remove a course you have paid for unless you have had a reasonable opportunity (of at least 30 days) since the date of purchase to take the course.

4. Online account and access credentials

You may need to register for an account to purchase and/or access one of our courses (which involves obtaining a logon comprising a username and password). Your registration details must be accurate. Fictitious entries are not permitted.

You are responsible for selecting a secret and strong password and for maintaining the security of your username and password. You must change your password immediately, and notify us, if you believe the secrecy of your password has been compromised, or you become aware of any unauthorised use of your username or password.

Your logon is personal to you. You are not permitted to share it with anyone else.

Your logon may be suspended or disabled if we consider it necessary to protect the security of our Service or any person, or if you breach these Terms.

5. Intellectual property rights

Ownership of intellectual property rights – Unless otherwise indicated, the intellectual property rights in all course-related materials we provide, including all course content, associated materials, and other media (together **Materials**), are owned by us or our licensors. Subject to the licence set out below, all rights in the Materials are reserved.

Licence – Once you have paid any applicable fees, we grant you a limited, non-transferable, revocable and non-exclusive licence to stream and view the course video content and any webinar content, and to download and use any associated media files that we make available for download, in each case for your own personal purposes (if you are a consumer) or your internal business purposes (if you are a business).

Prohibitions – You are not permitted to:

- copy, modify, publish, sublicense, sell, upload, broadcast, post, publicly perform, transmit or distribute any of the Materials without our prior written consent;
- record any of our video or audio content on any media by any means or use any third party conversion tool or software to convert or make our video or audio content into downloadable files;
- use any web-based technology or any application on your electronic devices to stream or otherwise show our Material to other people;
- use our Materials to create or facilitate the creation of, or as part of, a competing product or service; or
- remove any copyright or other notice that we place on the Materials.

Licence termination – The licence above will terminate automatically if you breach these Terms, if we terminate the contract that these Terms form, or if you are granted a refund of the fees you have paid.

6. Acceptable use

You may only use the Service for lawful purposes. You must not post or transmit to or from this or any associated website, or any social media account we operate in connection with the Service, any material that is illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise injurious or objectionable.

7. Disclaimers

No professional advice – Our course materials and other material you may access through the course or on this site (together, **Materials**) are provided to you for general informational purposes only. We are not providing you with professional advice of any kind. Reasonable efforts are made to ensure the Materials are accurate, but we do not guarantee, represent or warrant the accuracy, completeness or currency of any information provided, or that you will obtain any particular results. You use the Materials at your own risk. Customers requiring professional advice should seek their own advice from an appropriately qualified advisor.

Third party technology platforms – You acknowledge that we may use third party technology providers to host our website or provide our course content and other materials. While we endeavour to use reputable providers, you agree that – to the maximum extent permitted by law – we will not be liable for the consequences (as further explained below) of any of those technology providers suffering downtime or other problems.

8. Limitation of liability

To the maximum extent permitted by law, all representations and warranties (statutory, express or implied) are excluded (the **Warranty Exclusion**). You agree that, to the maximum extent permitted by applicable law, we will not be liable to you for any claim, loss, demand, damages, costs or expenses of any kind (including for negligence) (together, **Excluded Claims and Loss**) that you may suffer or incur as a result of or in connection with:

- your use of the information or other material in, provided with, or linked to from, our courses or this website;
- a third party technology provider suffering downtime or other problems.

You accept that this means, among other things, that you will not be able to make or bring any claim against us for any kind of damages, whether direct, indirect, consequential, special, punitive or otherwise.

If you have rights and remedies under applicable consumer protection or fair trading laws that cannot be limited or contracted out of, the Warranty Exclusion and the Excluded Claims and Loss will not apply to the extent that they would conflict with those particular rights and remedies (but will otherwise apply in accordance with their terms).

If, under applicable consumer protection or fair trading laws, our liability can be limited but not completely excluded, then our liability to you will be limited to the value of the price(s) you have paid for the course(s) you have purchased access to.

9. Indemnity

You agree to indemnify us and keep us indemnified against all liabilities, damages, losses, costs and expenses (including full legal expenses) suffered or incurred by us and arising as a result of any breach by you of these Terms.

10. Privacy

Our privacy statement explains how we handle any personal information you may provide through your use of the Service. In agreeing to these Terms, you also agree to the terms of that privacy statement.

11. Refunds

We believe in and stand behind our courses, but we understand they may not be perfect for everyone all of the time. You may request a refund of the fees for a course within 30 days of paying for the course (the **Refund Period**) if you are not satisfied with it. If you would like to request a refund, please contact us at richard@besthancock.com. We will not accept

requests for refunds after expiry of the Refund Period. If we refund the fees, then the licence referred to earlier in these terms is revoked, you must cease using the course materials from the date of refund, and you must destroy any course-related downloads in your possession.

12. General

Invalid clauses – If any provision or part of these Terms or its application to any person or circumstances is, to any extent, held to be invalid, illegal or unenforceable by any court of competent jurisdiction:

- the provision or part will be deemed to be amended for customers in that jurisdiction by the addition or deletion of wording necessary to remove the invalid, illegal or unenforceable provision or part, and all other terms will remain in effect; and
- the provision or part will remain effective, without amendment, in all other jurisdictions.

Amendments – We may amend these terms of use and our privacy statement at any time. Any such amendments will take effect once notified on this website or by email to you. You agree that:

- from the effective date stated in the notice to you (on this website or by email), you will be bound by the terms or statement as amended; and
- notice on this website is sufficient notice to you.

Complaints procedure – If you have a complaint in relation to the Service or the application of these Terms, please contact us at richard@besthancock.com and, if we consider it has merit, we will endeavour to resolve it for you. You must give us a reasonable opportunity (of at least 30 days in duration) to resolve your complaint before pursuing any claim or other action in any court.

Law and jurisdiction – These Terms are governed by and to be construed in accordance with the laws of New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand in relation to any dispute or other matter concerning these Terms, the formation of the contract they create with you, or your use of the Service. This clause does not limit the Provider's ability to seek interim or interlocutory relief in any relevant jurisdiction.

No class or similar actions or proceedings – To the extent that you have or assert a claim or cause of action against us in connection with the Service or under or in connection with these Terms or their formation, you agree that you will only pursue it on an individual basis. You agree that class, consolidated and representative actions and proceedings are not permitted, you waive any rights you may otherwise have had to bring or participate in such actions or proceedings, and you will not seek to assert otherwise in any claims, actions or proceedings.