



WEBSITE  
TERMS OF USE



## ABOUT THIS WEBSITE

This website [www.katehesson.com](http://www.katehesson.com) (“**Website**”) is owned and operated by Hesson Consultancy Limited, a New Zealand limited liability company (“**we**”, “**our**” or “**us**”). We make our Website and other Services available to you for the purpose of providing information about us and our services and, where applicable, to enable you to register online and use our services.

## YOUR CONSENT

By accessing or using our Website, mobile applications, social media applications, email exchanges, and/or any related services (including newsletters, sales, marketing) (collectively, the “**Services**”), you agree to these terms of use (“**Terms**”).

Where your access and use are on behalf of another person (such as a company), you agree to these Terms on that person’s behalf and that, by agreeing to these Terms on that person’s behalf, that person is bound by these Terms. “**You**” means you or (if applicable) both you and the other person on whose behalf you are acting.

Please read these Terms carefully. You must immediately stop using our Website and other Services if you do not agree to them. These Terms were last updated in February 2021.

## YOUR OBLIGATIONS

You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.

If you are given a unique name and/or password to access certain parts of our Website or other Services (“**Password**”), you must keep your Password secure and:

- not permit any other person to use your Password, including not disclosing or providing it to any other person; and
- immediately notify us if you become aware of any disclosure or unauthorised use of your Password.

You must not attempt to compromise, damage or interfere with our Website, other Services or any network, system, software, data or material that underlies or is connected to our Website (for example, introducing a virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature).

Unless we agree otherwise, you must access our Website and other Services via standard web browsers only and not by any other method (for example, scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method).

We prefer that you ask for our consent before you link to any part of our Website. We reserve the right, in our sole discretion, to reject or withdraw any linking deemed to be inappropriate, offensive, or associated with any illegal activities, or for any other reason.

You may use this Website only for the purpose of which it is provided. You must not use this Website for any fraudulent or other unlawful activity or otherwise do anything to damage or disrupt this Website.

You must not do, or attempt to do, anything that:

- a. is prohibited by any laws which apply to our Website, other Services or to your use of them;
- b. we would consider inappropriate; or
- c. which might bring us, our Website or other Services into disrepute

(collectively, “**Prohibited Acts**”).

Examples of what we consider to be Prohibited Acts include (without limitation):

- a. breaching an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- b. using our Website or other Services to defame, harass, threaten, menace or offend any person;
- c. interfering with any user using our Website or other Services;
- d. using our Website or other Services to send unsolicited email messages;
- e. accessing the Website via non- standard web browsers by methods such as scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method; and
- f. facilitating or assisting a third party to do any of the above acts.

### **EXCLUSION OF COMPETITORS**

You are prohibited from using our Website and other Services, including the information and materials available on them, in any way that competes with our business. If you breach this obligation, we will hold you responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent liability we suffer, and hold you accountable for any profits that you may make from non-permitted use.

### **PAYMENT**

Any payments will be made through our third party payment processor or by any other payment method we choose. The terms of payment will be set out in the terms that you agree to when purchasing our Services.

### **DISCLAIMERS**

Materials and information on our Website and other Services ("**Content**") are subject to change without notice. We do not undertake to keep our Website and other Services up-to-date, and we are not liable if any Content is inaccurate or out-of-date.

The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable

attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:

- a. our Website and other Services being unavailable (in whole or in part) or performing slowly;
- b. any error in, or omission from, any information made available through our Website and other Services;
- c. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use our Website or other Services.

To avoid doubt, you are responsible for ensuring the process by which you access and use our Website or other Services protects you from this and any Website linked from our Website or other Services. Any link on our Website or other Services to other websites does not imply any endorsement, approval or recommendation of, or responsibility for, those Websites or their contents, operations, products or operators.

We make no representation or warranty that our Website or other Services are appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of our Website or other Services is not illegal or prohibited, and for your own compliance with applicable local laws.

Our Website or other Services may from time to time contain advertisements or other content provided by third parties and links to third party Websites. This is provided for your convenience only and we are not responsible for any third-party content on our Website or any website to which our Website contains links. The inclusion of any such content or link does not imply our endorsement or approval of any linked Website or any association with its owners or operators.

## **INTELLECTUAL PROPERTY**

We (and, where applicable, our licensors or content suppliers) own all proprietary and intellectual property rights in our Website and other Services (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*), and any network, system, software, data or material that underlies or is connected to our Website and other Services.

Your use of our Website and other Services, plus your use of and access to any Content, does not grant or transfer to you any rights, title or interest in relation to our Website, other Service or Content. You must not, without our prior written consent:

- a. copy or use, in whole or in part, any Content;
- b. reproduce, modify, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- c. breach any intellectual property rights connected with our Website, other Services or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another Website or platform, or creating derivative works from the Content.

## **INDEMNITY**

You indemnify us against all Loss we suffer or incur as a direct or indirect result of:

- a. your failure to comply with these Terms, including any failure of a person who accesses and uses our Website or other Services by using your Password.
- b. any content or information you submit, post, transmit or make available through the website or otherwise using our Services.

The word “**Loss**” in these Terms includes loss of profit, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor-client basis.

This indemnity is a continuing obligation, independent from the other obligations under these Terms, and it continues after these Terms end. It is not necessary for us to suffer or incur any Loss before enforcing a right of indemnity under these Terms.

## **LIABILITY**

To the maximum extent permitted by law:

- a. you access and use our Website or other Services at your own risk; and

- b. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, our Website or other Services or your access and use of (or inability to access or use) our Website or other Services.

This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

This includes Loss suffered by you or any third party, arising from or in connection with:

- a. any inaccessibility of, interruption to or outage of our Website or other Services;
- b. any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date; and/or
- c. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use our Website or other Services. (To avoid doubt, you are responsible for ensuring the process by which you access and use our Website and other Services protects you from this).

Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to the aggregate amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to the Loss.

To the maximum extent permitted by law, our total liability to you under or in connection with these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website, must not exceed NZD 1000.

## **PRIVACY POLICY**

Personal information is information about an identifiable individual (a natural person).

You are not required to provide personal information to us, although in some cases if you choose not to, we will be unable to make certain sections of our Website or other Services available to you. For example, we may need to have your contact information in order to provide you with updates from our Website or other Services.

When you provide personal information to us, we will comply with the New Zealand Privacy Act 2020 and our Privacy Policy (which you can find at [www.katehesson.com](http://www.katehesson.com)). If you wish to seek further information, see [www.privacy.org.nz](http://www.privacy.org.nz).

If you follow a link on our Website to another website, the owner of that Website will have its own privacy policy relating to your personal information. We suggest you review that Website's privacy policy before you provide personal information.

## **SUSPENSION AND TERMINATION**

Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to or use of our Website or other Services (or any part of them). We may also remove your profile or any content posted by you, plus cease providing services to you.

On suspension or termination, you must immediately cease using our Website or other Services and must not attempt to gain further access.

In the event of termination, all restrictions imposed on you and limitations of liability set out in these Terms will survive.

## **DISPUTES**

Any disputes between users of our Website or other Services with other users or must be dealt with by those parties without our involvement. In the event of any dispute between us which arises from, or is in connection with, these Terms ("**Dispute**"), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days of receiving the notice, the parties must meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. If the parties do not resolve the Dispute within 21 days after receipt of the notice, they must agree on an alternate method to resolve the Dispute or the Dispute may be referred by either party (by notice in writing to the other party) to mediation.

## **CHANGES**

We may change these Terms from time to time by updating them on our Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to use our Website and other Services, you agree to the amended Terms. If you do not agree to the changes, you must stop using our Website and other Services. The Terms were last updated in February 2021.

## **GENERAL**

If we need to contact you, we may do so by email or by posting a notice on our Website or other Services. You agree that this satisfies all legal requirements in relation to written communications.

These Terms, and any dispute relating to these Terms, our Website or other Services are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.

For us to waive a right under these Terms, the waiver must be in writing. Without prejudice to any other provision of these Terms we have no liability for any lack of performance, unavailability or failure of the services, the Website or any content on or accessed through the Website or any failure of us to comply with the Terms that is caused by any matter beyond our reasonable control.

If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

Subject to any separate contract you enter with us (for example, a professional services agreement with us), these Terms set out everything agreed by the parties relating to your use of our Website or other Services and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to our Website or other Services that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.



You may not assign, transfer or delegate your rights and obligations under the Terms without our prior written consent. We may without restriction assign, transfer or delegate our rights and obligations under these Terms with 10 days prior notice.