

# Search The Way Limited 'Terms and Conditions Policy'

## Website owner, the offering, and binding of Terms

*This website is owned and operated by Search The Way Limited. These Terms are a legal agreement and set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information on programmes, resources and products that Search The Way Limited offers and how to access them. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.*

## Who can use your website; what are the requirements to create an account

*In order to use our website and/or receive our services, you must be: at least twelve years of age - with the permission of your parent or legal guardian; or at least eighteen years of age; or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement; and to open an account you must be at least eighteen years of age. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.*

## Key commercial Terms offered to customers

If the website includes sale of products and/or services, the Terms must include the main commercial terms for purchasing or licensing of such services. For example, if the website offers subscriptions to a product or service, the Terms need to define the terms of such licensing, the payable fees, and terms of subscription renewal. If the website offers physical products or goods, the Terms should define general supply terms (such as shipment, returns and product warranties).

### Sample:

*When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.*

*The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.*

*"The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged as stated to your payment method.*

## Return and refund policy

*For any undamaged product, simply return it undamaged and in original condition with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) the following products are not eligible for return: all digital products such as pdf downloads, e-books, music downloads; all course or programme enrolment or registration fees; activity/event fees as per the stated cancellation policies.*

### **Retention of right to change offering**

*We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.*

### **Warranties & responsibility for services and products**

*When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.*

### **Ownership of intellectual property, copyrights and logos**

*The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Search The Way Limited. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.*

*You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.*

### **Right to suspend or cancel user account**

*We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment*

### **Indemnification**

*You agree to indemnify and hold Search The Way Limited harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.*

### **Limitation of liability**

*To the maximum extent permitted by applicable law, in no event shall Search The Way Limited, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.*

*To the maximum extent permitted by applicable law, Search The Way Limited assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of*

*our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.*

### **Right to change and modify Terms**

*We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.*

### **Promotional emails and content**

*You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.*

### **Preference of law and dispute resolution**

*These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of New Zealand, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in New Zealand. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.*

### **Customer support details & contact info**

*To contact Search The Way Limited please email us on: [info@searchtheway.org.nz](mailto:info@searchtheway.org.nz) stating clearly what area(s) you need assistance with and your full name and contact details (including email address).*

### **Provisions for user communities**

*Search The Way may offer its users the ability to create communities for the users of their websites, in order to interact with such users in a better way.*

*All users that join a community fully acknowledge and accept that they will have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website.*

*A user of our website can always opt-out and exit the community, and upon doing so, such user's profile will not be publicly visible. Naturally, in such event the user will not be able to use the community features (e.g. liking, commenting or writing posts).*

### **Effective Date of Terms**

*The effective date of the Terms is 13<sup>th</sup> June 2019.*