

## **WILLIAMS ACADEMY**

### **Terms and Conditions**

#### **1. Introduction**

- 1.1. By subscribing for and/or registering for the Services, or by accessing WA's website or any other WA content in any form, you signify your agreement to everything in this Contract.

#### **2. Definitions**

- 2.1. In this Contract, the words and phrases referred to below are defined as follows:
- 2.1.1. "Commencement Date" means the date that you subscribe for the Services, access the Services, become entitled to use the Services or the date that we provide the Services to you, whichever is the earlier, or such other date as agreed between you and us;
- 2.1.2. "Contract" means these terms and conditions;
- 2.1.3. "Customer" or "you" means the person, party or entity entering into this Contract by subscribing for and/or registering for the Services, or by accessing our website or any other content in any form;
- 2.1.4. "WA", "us" or "we" means Williams Academy Limited and any related entity of Williams Academy Limited (being any entity either owned and/or controlled, directly or indirectly, by Matthew William Horncastle, Blair William Chappell and/or Kathryn Julie Marshall);
- 2.1.5. "Membership Agreement" means any terms, conditions and contractual agreements made between you and us;
- 2.1.6. "Personal Information" is defined in the Privacy Act 2020 as information about an identifiable individual (a natural person as opposed to a company or other legal entity); and
- 2.1.7. "Services" means the services to be provided by us pursuant to which this Contract relates. For the purposes of this Contract, "Services" means an entitlement to use the Services provided by us and does not mean the "actual" use of the Services.

#### **3. Term**

- 3.1. This Contract will commence on the Commencement Date and will continue until all fees, charges, instalments and/or payments due have been paid in full by you and this Contract has been validly terminated in accordance with clause 4.

#### **4. Termination**

- 4.1. **Termination by You:** You may terminate this Contract at any time by providing no less than 30 days' notice in writing to us that you wish to terminate this Contract. You shall not consider that this Contract has been terminated until such time as we confirm that we have received your termination

notice and the termination is confirmed in writing to you by us. When communicating with you, we will communicate with you by contacting the email and/or billing address/phone number that we have on record. You shall pay all fees, charges, instalments or payments associated with your account, and charges may be made against your account, during the notice period.

- 4.2. Termination by Us:** We may, in our sole and absolute discretion, terminate this Contract at any time without notice. We will not be required to provide any reason(s) or justification for such termination.

**5. Further Customer Agreements**

5.1. You agree that:

5.1.1. your obligations under this Contract are not affected by any change in location from which the Services are ordinarily provided, a change in ownership of WA (or related entity) or a change in the name of WA;

5.1.2. your rights to the Services are conditional upon you:

5.1.2.1. complying with any rules, terms and conditions associated with the Services; and

5.1.2.2. making any payments required under this Contract when due.

**6. Billing and Payments**

6.1. As consideration for subscribing for and/or receiving the Services:

6.1.1. you shall pay all fees, charges, instalments or payments in accordance with the fees, charges and billing terms in effect at the time a fee, charge, instalment or payment is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If auto-renewal is enabled for the Services you are subscribing for you will be charged automatically in accordance with the term you selected; and

6.1.2. you irrevocably authorise us to charge your nominated credit card or debit card for all fees charges, instalments or payments as and when such fees, charges, instalments or payments are due in accordance with the billing terms in effect at such times and in accordance with this Contract.

6.2. If, in our discretion, your purchase constitutes a high risk transaction, we may require you to provide us with a copy of your valid government-issued photo identification and a copy of a recent bank statement for the credit or debit card used for the purchase.

6.3. We reserve the right to change products and product pricing at any time. We also reserves the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same Customer account, the same credit card or debit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we

may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made.

**7. Late Payment Fee**

- 7.1. Late payment fees equivalent to 10.0% per annum may be applied to any fees, charges, instalments or payments which are owed by you and not paid within 14 days of the applicable due date for payment.

**8. Privacy Policy**

- 8.1. We are committed to protecting the privacy of our customers and complying with the Privacy Act 2020. The privacy policy within this clause 8 sets out how we collect, use and disclose personal information.

- 8.2. ***Collection of Personal Information:*** We may collect Personal Information from you when your:

- 8.2.1. create an account;
- 8.2.2. register or subscribe for Services;
- 8.2.3. place an order or make a purchase;
- 8.2.4. contact us; and/or
- 8.2.5. complete any form (online or otherwise) associated with the Services.

The types of Personal Information we may collect include name, date of birth, contact details, and payment information. We will only collect Personal Information that is necessary for us to provide the Services and to communicate with customers. We may also collect Personal Information about you from publicly available sources.

- 8.3. ***Use of Personal Information:*** We use Personal Information for the purpose for which it was collected, such as providing the Services, processing payments, providing alternative products or services, or responding to queries. We may also use Personal Information to improve the Services or to communicate with you about new products or services.
- 8.4. ***Disclosure of Personal Information:*** We will not disclose Personal Information to any third parties without your consent, except as required by law or to comply with a legal process. We may share Personal Information with our service providers, such as payment processors, but only for the purpose of providing the Services.
- 8.5. ***Security of Personal Information:*** We take appropriate measures to protect Personal Information from loss, misuse, unauthorised access, disclosure, alteration or destruction.
- 8.6. ***Access to Personal Information:*** You have the right to access your Personal Information and request that it be corrected if it is inaccurate. You can make a request to access your Personal Information by contacting us.

**9. Restrictions on Use**

- 9.1. The content provided as part of the Services and the content contained on our Website (collectively, “Content”), such as logos, artwork, text and graphics, widgets, icons, images, audio and video clips, digital downloads, data compilations, and software, is the property of WA or the property of our licensors or licensees, and the compilation of the Content is the exclusive property of WA and protected by New Zealand and international copyright laws, treaties and conventions.
- 9.2. Any and all logos, service marks, page headers, graphics, trademarks, service marks, widgets, icons, scripts and trade names (each, a “Mark”) forming part of the Services and contained on our Website are proprietary to WA or our licensors or licensees. Permission is not granted to use any of the Marks in connection with any product or service that is not ours or, in any manner that is likely to cause confusion among users or that disparages or discredits us or anyone else. If you see any other Marks not owned by us that appear in any Content are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 9.3. We grant you a limited licence to access and make personal use of the Content. No Content or any other Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, downloaded (other than page caching), uploaded, posted, transmitted or distributed in any way, or sold, resold, visited, or otherwise exploited for any commercial purpose, except that you may download one (1) copy of the Content that we make available to you for such purposes on a single computer for your personal, noncommercial, home use only, provided that you: (a) keep intact all copyright, trademark and other proprietary rights notices; (b) do not modify any of the Content; (c) do not use any Content in a manner that suggests an association with any of our products, services or brands; and (d) do not download Content so as to avoid future downloads. Your use of Content on any other website or computer environment is strictly prohibited.
- 9.4. The licence granted to you does not include, and specifically excludes, any rights to: resell or make any commercial use of any Content; collect and use any product listings, descriptions, or prices; make any derivative use of the Content; download or copy account information for the benefit of anyone else; or use any form of data mining, robots, or similar data gathering and extraction tools. You may not frame, or utilise framing techniques to enclose, any Mark, Content or other proprietary information, or use any meta tags or any other “hidden text” utilising any such intellectual property, without our and each applicable owner’s express written consent. Any unauthorised use automatically terminates the licence granted to you hereunder. You are granted a limited, revocable, and non-exclusive right to create a hyperlink only to our home page provided that the link does not portray us or our licensors or licensees, or their respective products or services, in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of our or any such party’s intellectual property as part of the link without our and each such party’s express written consent.

**10. Legal Disclaimers / No Guarantee of Results**

- 10.1. We do not guarantee that you will achieve any specific health, personal relationships, financial or other results or earn any specific amount of income or reach any particular goal. The information provided as part of the Services (**Information**) is provided only on an informational basis and is only for your personal use. If you use such Information, you do so at your own risk and are solely responsible for any decisions and actions that result from your decision to use such Information.

We will never provide relationship, legal, investment, professional, tax or financial advice. There is no assumption of responsibility for any errors or omissions that may appear in any program materials or written information. No warranty, guarantee or representation is made as to the accuracy of any Information.

10.2. Entrepreneurship, real estate and investing involves significant risk and hard work. Always consult with your financial, tax, finance, legal and business professionals. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. Some testimonials are from students who now work for us. It takes education, drive and hard work to reach your goals.

10.3. Any third party materials or content of any third party site referenced as part of the information do not necessarily reflect our opinions, standards or policies, and no warranty, guarantee or representation is made as to the accuracy or completeness of any content contained in any third party materials or on third party sites referenced.

**11. Changes to Terms and Conditions and/or Privacy Policy**

11.1. We may modify this Contract, or any part thereof, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Any changes will be posted on our website.

**12. Liability**

12.1. You agree that, to the fullest extent permitted by law, we or any of our related entities, directors or employees will not be liable for any direct, indirect or consequential injury, loss or damage to you, or to your property whatsoever, arising out of or in relation to this Contract.

**13. Debt Collection Action**

13.1. You:

13.1.1. authorise us to notify any debt collection or credit reporting agency upon default by you in relation to any obligation to pay under this Contract;

13.1.2. agree to immediately pay the full outstanding balance of the remainder of the payments due, including any current arrears, should a default occur prior to this Contract terminating; and

13.1.3. agree to pay any and all costs incurred as a result of debt collection including the commission, fees and costs charged by any debt collection agency.

**14. Contracts Privity**

14.1. You acknowledge that all rights of WA pursuant to this Contract are able to be enforced by any of our related entities which form part of the Williams Corporation Group as if such entities were WA, without any involvement on the part of WA or your consent.

**15. Entire Agreement**

15.1. This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between the you, us and the Williams Corporation Group relating to the subject matter of this Contract, and supersedes and cancels any previous agreement, understanding and/or arrangement relating to the subject matter of these arrangements whether written or oral.

**16. Severability**

16.1. If any provision of this Contract is prohibited, invalid or unenforceable, that provision will be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision, unless it materially alters the nature or material terms of this Contract.

**17. Jurisdiction**

17.1. This Contract is governed by and shall be construed in accordance with the laws of New Zealand. In the event of a dispute arising under or relating to his Contract, you agree to the exclusive jurisdiction of the courts of the New Zealand, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.