

## Parties

1. Auckland College (the **"Provider"**)
2. Customer – A person and/or organisation and/or entity wanting to receive products or services from the Provider (the **"Customer"**)

## Background

1. The Provider is an experienced provider of educational learnings products and services including but not limited to; online courses and tutorials.
2. The Customer wishes to receive those product/s and/or service/s, which the Customer pays the Provider for (where the Provider accepts to provide them to the Customer).

## Agreement

1. The Customer affirms to the Provider they have and will continue to provide accurate, up-to-date and truthful information relating to their affairs.

2. The Customer requests the Provider to provide the products and services they have communicated over and agree or agreed to pay for.
3. The Customer holds all responsibility for ensuring accurate transmission of information and ensuring that the products and services are accurate.
4. The Customer represents and warrants the provision of information will not violate any agreement or matter to which the Customer is a party to, or compromise any rights or trust between any other party.
5. The Customer accepts that it may receive electronic communication and marketing updates and general communication/s from the Provider or its associated parties from time to time.
6. The Customer affirms that the nature of the arrangement and receipt of

products and/or services is for commercial use.

7. Any "timeframe" provided by the Provider is a rough estimate only and shall not be deemed as binding. The Provider under no circumstance will be bound to act or provide products/services in any specific "timeframe".
8. Products and services purchased must be used within 60 calendar days from date of payment. If they are not used within 60 calendar days, a following 30 calendar day grace period will apply.
9. Following the grace period, the Provider may choose to do any of these: charge an added fee, charge for any difference in pricing, re-price or require the Customer to pay the difference, or require the Customer to forfeit the services.
10. The Provider makes no guarantee over being able to meet any timeframe,

completion date and/or deadline.

Where it is inferred or communicated that the Provider has done this, this clause will prevail.

11. The Provider may amend, vary or terminate this agreement at its discretion.
12. Should there be any difference in opinion as to the content, tone, language, or any other matter of a written product/service from the Provider to the Customer, the Customer will be able to notify the Provider of the matter as a suggestion however is not entitled to any remedy, credit, refund, etc.
13. The Provider has the absolute sole discretion as to the order, timeframe, format, design, language and manner in which products/services will be provided.
14. The Provider will use its sole discretion, expertise and experience to determine

the content, language, tone, etc. and any other matter used in the provision of products and/or services.

15. Refunds and/or exchanges are not available.
16. The Customer will indemnify the Provider against all losses, penalties, claims, damage,, costs and expenses of any kind whatsoever, howsoever caused or arising and, (without limiting the generality of the foregoing) whether caused or arising:
  - a. as a result of the action or negligence of the Provider or otherwise
  - b. out of any default, action or negligence of the Provider (including but not limited to a failure to comply with the terms of this Agreement);
  - c. as a result of any claim by any third party;
  - d. any matter suffered or incurred in connection with the

provision of any products and/or services.

17. Where the Provider or its associates disclose personal information to parties located outside New Zealand, the Customer expressly agrees to this and acknowledges that they may be located in jurisdictions that may not have comparable data protection laws to those in New Zealand.
18. The Customer affirms that it understands that the intellectual property of the Provider and warrants it will not redistribute property/products/services or any other material of the Provider to any other parties including but not limited to; associates, friends, family, the public, etc