

Kia ora and welcome to **LawKit**, where Kiwi businesses get their legal stuff. These terms and conditions apply to you if you buy legal services via LawKit.

Capitalised terms in these Client T&Cs are defined at clause 29 below.

1. **Acceptance:** By Registering a Profile, you accept these Client T&Cs. They are the terms on which Consensus New Zealand Limited (trading as LawKit) offers you access to, and use of, the Website (in addition to the Website T&Cs, the Privacy Policy and any other terms and conditions notified to you).
2. **How It Works:** We help to facilitate your purchase and consumption of Services from Lawyers via the Website, by allowing you to purchase Packs from Lawyers. When you purchase a Pack and it is Accepted, a contract for Services is formed between you and your chosen Lawyer. That contract will include the Lawyer's Terms of Engagement, which you may review prior to purchasing your Pack and which you will receive a copy of when the Lawyer accepts your Pack. We do not:
 - 2.1. provide Services to you or anyone else;
 - 2.2. participate in any way in contracts for Services entered into between you and Lawyers; or
 - 2.3. act as your agent or any Lawyer's agent.
3. You expressly acknowledge and agree that any advice or guidance you receive either via the Website or from any LawKit staff is merely advice relating to the procurement of legal services.
4. **Charges:** Your registration for and use of LawKit to buy Packs is free. You will not be charged for your use of the Website. You will only be charged for Packs themselves and as otherwise by Lawyers.
5. **Eligibility:** You may only Register as a Client if you:
 - 5.1. are at least 18 years old;
 - 5.2. can form a legally binding contract for Services with a Lawyer which is enforceable against you; and

- 5.3. have a genuine interest in seeking New Zealand-focused legal advice,
6. and, when you Register, you warrant the above matters to us.

7. **General Client Rules:**

- 7.1. **Website T&Cs:** You will comply with the Website T&Cs at all times.
- 7.2. **Good Faith:** All Packs bought and communications made via LawKit will be in good faith.
- 7.3. **Client Responsibility:** You are responsible for any actions taken through your Registration. Your Registration is not transferable and cannot be sold, leased, lent or traded without our express written consent.
- 7.4. **Personal Information:** You agree to your full name, contact address, and the full names and contact addresses of any Associated Clients and Involved Parties relevant to your Pack, being provided to Lawyers for the purpose of conducting Conflict Checks. You will only share your personal information with LawKit and with Lawyers you seek Packs from.
- 7.5. **Packs Confidential:** You will not disclose to anyone (except any Associated Clients) the nature or content of your Packs and you must continue to keep them confidential, including after your registration as a Client is cancelled or terminated.
- 7.6. **Uploads:** You must not upload anything to the Website which is illegal, offensive, stolen, or unsafe, or anything which infringes copyright or other intellectual property. You agree that we may disclose your personal information (excluding legally privileged information, subject to our Privacy Policy), including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of this clause at any time.
- 7.7. **Unauthorised Access Prohibited:** You may not use any unauthorised means (including automated methods) to access the Website or any of its content for any purpose.

- 7.8. **No Damage:** You must not damage, interfere with or harm the Website, or any network or system underlying or connected to the Website, or attempt to do so.
- 7.9. **Exclusivity and Reporting:** You must not amend or extend a contract for Services with a Lawyer outside of LawKit. If a Lawyer amends or extends a contract for Services with you or any of your Associated Clients outside of LawKit, you will notify us by emailing us at hello@lawkit.nz or by reporting a problem via your Profile dashboard.
- 7.10. **Packs:** Details you include in your Packs will be accurate, current and include all relevant information to the best of your knowledge. Packs you buy shall relate to your business' or organisation's legal needs and may also relate to the legal needs of one or more Associated Clients. All Associated Clients and any Involved Parties must be clearly identified in any Pack you buy.
- 7.11. **Bills:** You may receive Bills for Packs via LawKit. You will pay all Bills in full and on time. We do not facilitate the payment of any Bills and it is your responsibility to pay Bills. We will not be responsible for late or non-payment of Bills.
- 7.12. **Right to Remove:** Packs are not screened by us. However, we reserve the right to remove any Pack you request from a Lawyer that we deem to be unsuitable or in breach of these Client T&Cs.
- 7.13. **Tax:** All tax obligations are your responsibility and the responsibility of Lawyers you buy Packs from.

8. Registration:

- 8.1. **Warranty:** You warrant that you have provided complete, accurate and current information about your business or organisation when you Register as a Client.
- 8.2. **Updates:** You will maintain and update your information held by LawKit to ensure it is up-to-date.

- 8.3. **Verification:** We may contact you to verify your details.
- 8.4. **Multiple Registrations Prohibited:** You must not Register as more than one Client, including via the use of multiple identities or personas.
- 8.5. **Suspension:** Your Registration may be suspended if you do not log in to your Profile within 24 months. If you wish to remove the suspension, email us at hello@lawkit.nz and the removal of the suspension will be at our sole discretion.

9. **Pack Status:** Once a Lawyer accepts your Pack:

- 9.1. **In Progress:** The Pack will remain In Progress until Completed, Cancelled or put On Hold.
- 9.2. **On Hold:** You have the right to put the Pack On Hold once at any time for a period of no longer than two weeks. If you:
 - 9.2.1. remove the On Hold status of the Pack before the end of the two weeks, the Pack's status will revert to In Progress; and
 - 9.2.2. do not remove the On Hold status of the Pack before the end of the two weeks, the Pack's status will be automatically Cancelled.
- 9.3. **Cancellation:** You can Cancel a Pack at any time.
- 9.4. **Bill for Cancelled Packs:** If your Pack is Cancelled, the Lawyer may submit a Bill via LawKit to you for a portion of the Legal Fee and Disbursements agreed. The reduced Legal Fee and Disbursements will be determined by the Lawyer in the Lawyer's sole discretion in accordance with the Conduct and Client Care Rules and will represent the extent of the Services completed up until the date on which the Pack was Cancelled. If you dispute the Legal Fee and/or Disbursements charged by the Lawyer for the Cancelled Pack, you should follow the Query process set out in clause 8.

9.5. **Completed:** When a Lawyer considers that a Pack has been Completed, you will receive a notification via LawKit and you will either:

9.5.1. confirm your agreement that the Pack has been Completed; or

9.5.2. submit a Query in accordance with clause 8.

9.6. **Bill for Completed Packs:** Once you have confirmed that a Pack has been Completed in accordance with clause 7.5.1, the Lawyer will submit a Bill via LawKit for the Pack.

10. **Queries:** If you:

10.1. consider that a Pack is not being Completed in accordance with these Client T&Cs or you have concerns in relation to the Lawyer's performance;

10.2. consider that a Pack has not been Completed by a Lawyer in accordance with these Client T&Cs;

10.3. consider that a Deadline has not been met; or

10.4. you have concerns in relation to a Bill,

11. you may submit a Query via LawKit or contact the Lawyers Complaints Service at any stage. If you submit a Query, once it is submitted:

11.1. the Lawyer will be notified of the Query and will have 2 Business Days to respond to the Query setting out the Lawyer's response to it, and if:

11.1.1. the Lawyer does not respond within the period set out in clause 8.1, you may wish to refer the Query to the Lawyers Complaints Service; or

11.1.2. the Lawyer responds within the period set out in clause 8.1 and:

11.1.2.1. you are satisfied with the response, you may confirm that the Query has been satisfied via LawKit; or

11.1.2.2. you are not satisfied with the response, you may refer the Query to the Firm's complaints process (in accordance with the relevant Terms of Engagement) or to the Lawyers Complaints Service.

12. **Feedback:** You may submit feedback in relation to a Lawyer who Completed a Pack, or in respect of which a Pack is Cancelled. When you submit feedback to a Lawyer, it will be accessible by us and will only be shared with that Lawyer, and you must confirm whether you are comfortable with the feedback you provide being made available publicly. The relevant Lawyer is under no obligation to make the feedback you provide publicly available on their Profile or elsewhere on LawKit. Any feedback made publicly available will be anonymised. Feedback you provide in relation to a Lawyer must:

12.1. not contain offensive, defamatory, retaliatory or inappropriate language or content;

12.2. not contain personal or privileged information relating to you or your Pack, or any contact details; and

12.3. only relate to the Pack which has been Completed,

13. and we may require you to amend any feedback we consider to be in breach of this clause, or remove it in our sole discretion.

14. **Risk and Responsibility:** You acknowledge and agree that:

14.1. transactions you enter into with Lawyers and all contact between you and Lawyers via LawKit are entirely at your own risk;

14.2. no advice or information you obtain from us or anyone else will create any warranty by us that is not expressly stated in these Client T&Cs;

14.3. we do not warrant that the Services as part of your Packs provided by Lawyers will be uninterrupted, timely, secure, or error-free, or that any information provided by Lawyers to you on the Website is correct or reliable;

- 14.4. we provide no guarantees, and we will not be liable for any guarantees offered by Lawyers, that Services will be carried out with reasonable care and skill, with fitness for a particular purpose, within any time for completion (including Deadlines) or for a particular price (including Legal Fees and Disbursements);
 - 14.5. while we take steps to ensure that the Lawyers who Register on LawKit are fully qualified, we take no responsibility or liability for any Lawyer's misconduct or poor performance, including (without limitation) Lawyers who have Registered on LawKit under false pretences or who attempt to defraud you;
 - 14.6. responsibility for the content of Lawyers' Profiles on the Website (including Clips), all Packs you buy and all Services you receive, including all representations and any hyperlinks to Lawyers' or Firms' websites, rests solely with the relevant Lawyers;
 - 14.7. neither the submission of, nor your access to, any Pack or Service constitutes our recommendation or endorsement of:
 - 14.7.1. the Lawyer who offered the Pack;
 - 14.7.2. the Services to be provided to you in that Pack; or
 - 14.7.3. the Pack itself; and
 - 14.8. the Website is provided on an 'as is' and 'as available' basis.
15. We give no undertakings, representations or warranties in relation to any Services advertised or offered, or Lawyers, on the Website. To the maximum extent permitted by law, we disclaim and exclude any warranties or guarantees. If you are not happy with the Services you receive, or if a Lawyer fails to provide you with the Services, while you may launch a Query via LawKit in accordance with clause 8 your recourse will always be to the Lawyer under your contract for Services with that Lawyer and in accordance with the Conduct and Client Care Rules. We can direct you to information and guidance about how to seek such recourse.

16. **Liability:** You agree that, to the maximum extent permitted by law, any and all liability and responsibility of us to you or any other person under or in connection with:

16.1. these Client T&Cs;

16.2. your use of, access to, or inability to use or access the Website; or

16.3. any Lawyer's or other Client's acts or omissions,

17. is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including (without limitation) loss of profits, loss of data, loss of business or anticipated savings, general and special damages, consequential loss and incidental loss.

18. **Indemnity:** You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs, expenses and Bills), losses, proceedings, damages, liabilities or demands suffered or incurred by us to any person arising out of or in connection with:

18.1. your failure to comply with these Client T&Cs;

18.2. your failure to complete a contract for Services with a Lawyer;

18.3. your use of Messages and other functions made available to you via LawKit;

18.4. any Pack you buy via the Website; or

18.5. content you post, submit, transmit, or make available via the Website.

19. **Breach:** Without limiting any other rights or remedies available to us, if you breach these Client T&Cs we may:

19.1. restrict or limit your access to or activities on the Website;

19.2. remove any Packs you buy or any other content you submit;

19.3. warn other Clients, Associated Clients or Lawyers of your actions;

19.4. issue a warning to you; and

19.5. suspend or terminate your registration with LawKit.

20. **Cancellation/Termination of Registration:** You may cancel your Registration at any time by giving us 5 working days' notice. We reserve the right to decline to Register you as a Client, or to immediately terminate your Registration, without entering into any further discussion with you. Without limiting this, we may terminate your Registration if:

20.1. a serious complaint or multiple complaints are received about you from any Lawyer or other Client;

20.2. you breach these Client T&Cs;

20.3. you impersonate any other person or log in using another Client's email address or password; or

20.4. we deem your behaviour to be unacceptable.

21. In the event of termination, you agree that you will not Register, or attempt to Register, as a Client again unless we have expressly consented to this in writing. If your registration is terminated, or if you cancel your Registration, your ability to use the Website will end.

22. **Login Details:** You are responsible for keeping your login details, including your email address and password, secret and secure. Without limiting this, you agree not to:

22.1. permit any other person to use your email address, password or Registration; or

22.2. disclose, or provide to any other person, your email address, password or any other information in connection with your Registration that may allow them to gain access to your Profile.

23. **Emails and Other Communication:** We will send you emails relating to your Registration, Packs, articles or other content we publish or any other information relating to the Website or your use of it, including to promote or market other ways LawKit, Lawkit's partners or Lawyers can assist you.

24. Social Networking:

24.1. You may Register directly via the Website or by logging into your account with a third party social networking service via the Website. If you choose to Register in this way, or to later link your LawKit account to your account with a social networking service, we will use the personal information you have provided to the social networking service (such as your name, email address, gender and other information you make publicly available via the social networking service) to Register your Profile. The information we collect from or through social networking services may depend on the privacy setting you have set with the relevant social networking services and the permissions you grant to us in connection with linking your account with the Website to your account with a social networking service. Other than what we may share with the social networking service as described below, the personal information a social networking service has about you is obtained by the social networking service independent of the Website, and we will not be responsible for it.

24.2. We may also permit additional interactions between the Website and a third party website, service or other content provider, such as enabling you to share content to a third party social networking service. If you choose to share content, or to otherwise share information from or via the Website with a third party site or service, that information may be publicly displayed, and the third party may have access to information about you and your use of the Website (and we may have access to information about you from that third party). These feature may collect your IP address, which page you are visiting on the Website, and may set a cookie to enable the feature to function properly. Your interactions with third parties through a social networking service or similar features are governed by the respective privacy policies of those third parties.

24.3. You represent that you are entitled to use your social networking service account for the purposes described herein without breach by you of any of the terms and conditions that govern the social networking service, and without obligating LawKit to pay any fees or making Lawkit subject to any usage limitations imposed by such social networking services. You can disable the link between your LawKit account and your social networking service account at any time through the "Profile Settings" section of the Website when you are logged into your Profile. Your relationship with any social networking service is governed solely by your agreement with such social networking service. If your social networking service account terminates, then functions enabled through the link between your LawKit account and your social networking service account will terminate as well.

25. **Changes to Client T&Cs:** We may change these Client T&Cs. Any significant changes will be notified to you on the Website and via email, generally with one week's prior notice. We may make urgent changes immediately, including (and without limitation) in response to the incidence of any criminal behaviour or the identification of new security risks, and we will notify you of any such changes via email as soon as reasonably practicable. Changes will be effective immediately from the time at which the Client T&Cs are amended on the Website. You must ensure you are familiar with the latest Client T&Cs and your continued access to, and use of, the Website represents your agreement to be bound by the latest Client T&Cs.
26. **Availability:** We will use our reasonable endeavours to ensure the availability of the Website, subject to any downtime required for maintenance. However, we take no responsibility for any system unavailability, or for any loss that is incurred as a result of the Website being unavailable. We assume no responsibility for the corruption of any data or information held by us.
27. **Disputes:** As we are not a party to any transaction or contract for Services between you (and your Associated Clients, if any) and a Lawyer, you agree not to involve, or attempt to involve, us in any dispute or in the resolution of disputes that arise between you (or any of your Associated Clients, if any) and a Lawyer. If

you wish to take action against a Lawyer once you have followed the Query process set out in clause 8, you should contact the Lawyers Complaints Service.

28. **Messages:** We provide Message boards for the use of Clients and Lawyers to converse in relation to Packs. The Message boards may not be used for any other purpose. We are not responsible for any of the opinions expressed in the Message boards. By posting a Message you agree to take full legal responsibility and liability for your comments, including for offensive or defamatory statements.
29. **Force Majeure:** Without prejudice to clause 10, we have no liability for any lack of performance, unavailability or failure of the Website, or for any failure by us to comply with these Client T&Cs where such failure arises from any cause reasonably beyond our control.
30. **No Waiver:** If we do not exercise or enforce any right available to us under these Client T&Cs, it does not constitute a waiver of those rights.
31. **Partial Invalidity:** If any provision of these Client T&Cs becomes, or is held to be, invalid, unenforceable or illegal for any reason, and in any respect, that provision will be severed from the remaining Client T&Cs, which will continue in full force and effect.
32. **Governing Law:** These Client T&Cs are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the courts of New Zealand.
33. **Intellectual Property Rights:** We (and our licensors or suppliers, as the case may be) own all proprietary and intellectual property rights in the Website (including text, graphics, logos, icons, video content and sound recordings) and the software and other material underlying and forming part of the Website. You may not, without our prior written permission, in any form or by any means:
 - 33.1. adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
 - 33.2. commercialise, copy, or on-sell any information, or items obtained from any part of this Website.

34. **Entire Agreement:** These Client T&Cs supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between you and us relating to the subject matter of these Client T&Cs.
35. **Privacy:** We collect, use and disclose personal information about you, as outlined in detail in our Privacy Policy.
36. **Definitions:** Capitalised terms in these Client T&Cs have the following meanings:
 - 36.1. Accept means notification that a Lawyer will proceed with a Pack selected by a Client (and Accepted has an equivalent meaning).
 - 36.2. Associated Client means a Client who is associated with a Pack purchased by another Client and who is also entitled to receive the Service(s) (for example, a Client's partner who is also receiving advice).
 - 36.3. Awaiting Acceptance means the status of a Pack once it has been selected by a Client.
 - 36.4. Bill means a Lawyer's bill or invoice relating to the Legal Fee and Disbursements agreed for a Pack provided to a Client via LawKit.
 - 36.5. Cancelled means the status of a Pack when you or the Lawyer cancels it after it has been Accepted and before it has been Completed (and Cancel has an equivalent meaning).
 - 36.6. Client T&Cs means these LawKit Client Terms and Conditions which apply as between each Client and LawKit.
 - 36.7. Client means a user of Services who Registers a Profile and may buy Packs on LawKit.
 - 36.8. Clip means any video content posted by a Lawyer on lawkit.nz.
 - 36.9. Completed means the status of a Pack when the Lawyer confirms to the relevant Client via LawKit that the Pack is done.

- 36.10. Conduct and Client Care Rules means Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (NZ).
- 36.11. Conflict Check means an investigation conducted by a Lawyer (or a Lawyer's Firm) to ensure the Lawyer and/or Firm can act for a Client (and any Associated Clients, if applicable).
- 36.12. Deadline means the date by which a Lawyer who has been selected by a Client to complete a Pack promises the Pack will be Completed.
- 36.13. Disbursements means all disbursements and other related costs (excluding Legal Fees and any court filing fees or expert witness fees that may be required) chargeable by a Lawyer to a Client relating to Services.
- 36.14. Firm means the organisations owned, operated and/or employed by Lawyers.
- 36.15. GST means goods and services tax pursuant to the Goods and Services Tax Act 1985 (NZ).
- 36.16. In Progress means the status of a Pack once it has been Accepted and while work is being done by the Lawyer.
- 36.17. Involved Parties means any person who is not a Client or an Associated Client in relation to a Pack, but who is involved in, has an interest in or otherwise relates to a Pack.
- 36.18. LawKit means the trusted community marketplace bringing Clients and Lawyers together for the provision of Services, accessible at lawkit.nz and owned and operated by LawKit.
- 36.19. Lawyer means a New Zealand qualified barrister and solicitor or barrister sole.
- 36.20. Lawyer T&Cs means the terms and conditions accepted by each Lawyer, and which apply as between each Lawyer and LawKit, when each Lawyer Registers a Profile.

- 36.21. Lawyers Complaints Service means the complaints service operated by the New Zealand Law Society.
- 36.22. Legal Fee means a fixed fee (including GST, if any) for Services relating to a Pack provided by a Lawyer to a Client, but excluding the charges which may be incorporated in Disbursements and any other charges which a Lawyer may charge.
- 36.23. Message means written correspondence between Clients and Lawyers provided via LawKit.
- 36.24. Narrations means details of the work done by the Lawyer to complete (or partially complete) a Pack.
- 36.25. Not Accept means when a Lawyer does not proceed with a Pack selected by a Client (and Not Accepted has an equivalent meaning).
- 36.26. On Hold means the status of a Pack when a Client notifies the Lawyer via LawKit that the relevant Pack needs to be placed on hold due to a change in the Client's circumstances.
- 36.27. Pack means a package of Services offered by Lawyers to Clients via LawKit.
- 36.28. Profile means individual Lawyers' and Clients' pages on LawKit created when they Register.
- 36.29. Privacy Policy means Lawkit's policy regarding the use and conveyance of personal information via LawKit.
- 36.30. Query means an opportunity for a Client to question (via LawKit) whether or not a Pack has been or is being Completed in accordance with these Client T&Cs.
- 36.31. Register means what Clients do when they want to use LawKit to buy Packs at lawkit.nz/register (and Registered, Registering and Registration have equivalent meanings).

- 36.32. Services means any legal services provided by a Lawyer to a Client (and Associated Clients, if applicable) as part of or in relation to a Pack.
- 36.33. Terms of Engagement means each Lawyer's terms of engagement which apply as between the Lawyer (or the Lawyer's Firm) and the Client in respect of an Accepted Pack and which are provided to Clients via LawKit.
- 36.34. Website means the LawKit website accessible at lawkit.nz.
- 36.35. Website T&Cs means the terms and conditions accepted by, and which apply to, anyone when they access the Website.

37. Interpretation:

- 37.1. References to "you" and "your" include you, and references to "we", "us" and "our" are references to LawKit (Consensus New Zealand Limited).
- 37.2. A reference to:
- 37.2.1. a person includes a body corporate, an association of persons (whether corporate or not), a trust, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal personality;
 - 37.2.2. including and similar words do not imply any limit;
 - 37.2.3. a reference to legislation includes that legislation as amended or replaced from time to time;
 - 37.2.4. a party is a reference to a party to these Client T&Cs, and includes that party's permitted assigns; and
 - 37.2.5. \$ or dollars are to New Zealand currency.
- 37.3. The headings in these Client T&Cs are for convenience only and have no legal effect.

37.4. The singular includes the plural and vice versa.