

Terms and Conditions

These are the terms and conditions subject to which we allow you to use Our Website. By visiting or using Our Website you agree to be bound by them.

We are Trade Navigation Limited trading as salescoach.bot, a company registered in New Zealand number NZBN 9429037085858.

Our address is 18A Pickens Cres, Mount Albert

GST Number: 077-452-036

You are: Anyone who uses Our Website.

It is now agreed as follows:

1. Definitions

- “Detailed Specification” means the written specification of the Work you have instructed us to do, and which we will prepare for your approval.
- “Documentation” means the instruction manuals user guides and other documentation which we have agreed to write.
- "Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights. It includes in particular the know-how, software, systems and methods we may use to perform the Work for you.
- “Our Website” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the Trade Navigation group of companies it includes all of the hardware and software installations that enable our website to function.

“Services”	Sales Coaching, Sales Courses and Sales resources and services available from Our Website, whether free or charged.
“Supporting Product”	means any physical product we supply in connection with any Service.
“Work”	means the work we do to provide the Services you have ordered.

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the matters listed below:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.4. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.5. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 2.6. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated \$200 per hour.

- 2.9. these terms and conditions apply to all supplies of Services by us to you. They prevail over any terms proposed by you.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Entire agreement

- 3.1. We represent, warrant and guarantee that we have the full right, power and authority to licence and distribute the Supporting Product, including all the images, photos, animations, audio and video components, music, text, and additional applications incorporated into the Supporting Product and accompanying printed materials, if any.
- 3.2. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.3. You accept responsibility for compliance with the laws and importation procedures of your jurisdiction which might affect your right to import, export or use of the Supporting Product, and you represent that you have or will comply with all such laws and procedures.
- 3.4. This agreement contains the entire agreement between us and supersedes all previous agreements and understandings between the parties.
- 3.5. Conditions, warranties or other terms implied by statute or common law in any country are excluded from this agreement to the extent permitted by law.
- 3.6. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 3.7. As an exception to the last previous sub paragraphs, the parties do rely on information provided in writing as follows:

4. Basis of contract

- 4.1. Subject to these terms and conditions, we agree to complete the Work and to provide to you some or all of the Services described on Our Website at the prices we charge from time to time.
- 4.2. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services you intend to buy are suitable and satisfactory for your requirements.
- 4.3. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
- 4.4. For website purchases the contract between us comes into existence when we receive payment from you for a Service.
- 4.5. For customised services the contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract. If we decline to provide a Service, we shall immediately return your money to your credit card.
- 4.6. We do not offer the Services in all countries. We may refuse to provide Services if you live in a country we do not serve.
- 4.7. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.
- 4.8. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 4.9. We may change this agreement and / or the way we provide the Website Services, at any time. If we do:
 - 4.9.1 the change will take effect when we post it on Our Website.
 - 4.9.2 you agree to be bound by any changes. If you do not agree to be bound by them, you should not use Our Website or the Services.
- 4.10. For Customised Services our contract terminates on the earliest of:

- 4.10.1 our completion of any Work or Service for which you have paid us. If there is any doubt as to when this is, or was, then our decision is final.
- 4.10.2 our having worked for the amount of time for which you have paid us, even if the Work is unfinished.
- 4.11. You do not become a client for the time when after completion of one piece of Work we start another. Each piece of Work is a new retainer which terminates when that Work is done. If we should give advice on the same subject at a later time, that advice constitutes a separate contract and does not retrospectively extend the first contract for our Services.
- 4.12. There is no contract between us for any free Service, so you do not become a client by using any free Service and we are not liable to you in any way resulting from your use of any free Service.
- 4.13. The price of any Service or Supporting Product may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy that Service or Supporting Product.
- 4.14. You agree that you are bound by these terms (or the latest version of them) for all future contracts with us, whether ordered through Our Website or in some other way.

5. The Price

- 5.1. The price payable for standard services / any Supporting Product that you order are clearly set out on Our Website.
- 5.2. The price payable for customised services and support products will be an integral part of a specific proposal or quotation and agreement to proceed separate from any pricing listed on the website.
- 5.3. Charges for Services are fixed whenever it is reasonably possible for us to ascertain the price.
- 5.4. The price charged for any service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 5.5. Prices for business Services are exclusive of any applicable goods and services tax or other sales tax. Prices for Services which you may buy as a New Zealand consumer are inclusive of GST.

6. Payment

- 6.1. Payment for all Website Purchases will be made by credit card to Our Website, by Stripe, PayPal, or Wise.
- 6.2. Payment for Customised services will be made according to the schedule as set out in our proposal for business including amount and the date of payments
- 6.3. Where payments are being made according to a schedule if we do not receive payment within the period required. We will notify that payment has not been received.
- 6.4. Any lack of communication in response to our notification will trigger our late payment cycle of messaging. This includes a combination of text and email messaging to raise issue and rectify late payment.
- 6.5. In the event of the “late payment cycle” being triggered we shall stop the Work until you have brought your payment up to date.
- 6.6. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than New Zealand dollar will be borne by you.
- 6.7. Any details given by us in relation to exchange rates are approximate only and may vary from time to time.

7. Acceptance of your order

This paragraph applies to Services which you buy from us, without our changing them to your specific requirements:

- 7.1. Website order/payment is an offer to buy from us.
- 7.2. Customised Orders shall be accepted by receipt of your order by e-mail confirmation. That is when our contract is made.

8. Supporting Products returned

These provisions apply in the event that you return any Supporting Product to us for any reason:

- 8.1. Detailed instructions for returning a faulty Supporting Product are on Our Website at www.salescoach.bot. Please note in particular that we

cannot deal with your complaint unless you return the entire Supporting Product that you bought: that is to say, with all components and parts and in the original packaging.

- 8.2. In returning faulty items please enclose with it a note clearly stating the fault and when it arises or arose.
- 8.3. If delivery was made to a New Zealand address, you are also protected by the Fair-trading Act 1986 and the Consumer Guarantees Act 1993 as amended.
- 8.4. If we agree that the item is faulty, we will:
 - 8.4.1 refund the cost of return carriage.
 - 8.4.2 repair or replace the Supporting Product as we choose.

9. Security of your credit card

We take care to make Our Website safe for you to use.

- 9.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 9.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

10. Service provision

- 10.1. The Services are listed and described on Our Website. Once you have paid, we will contact you to tell you how to access the services.
- 10.2. In order to provide the Services we may need specific help from you, as follows:
 - 10.2.1 access to the sales data related to your business.;
 - 10.2.2 information and confirmation from you on any aspect of your business which is of a technical or specialist nature outside of our expertise.

10.3. Our Services will be delivered by

Website orders and services will be accessed via the website.

Customised services may include online and offline access depending on the detail of the customised services outlined in our proposal.

10.4. If we have started to Work for you and you cancel this contract, you accept that you will be obliged to pay us for Work done, whether or not this Work is sufficiently advanced for you to be able to use it.

10.5. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.

10.6. You may not share or allow others to use the Services in your name.

11. Foreign taxes, duties and import restrictions

11.1. If you are not in New Zealand, we have no knowledge of, and no responsibility for, the laws in your country.

11.2. You are responsible for purchasing Services which you are lawfully able to import or use and for the payment of import duties and taxes of any kind levied in your country.

12. Work management procedure

12.1. Website services and product will be provided via the website on a self-managed basis.

12.2. Customised services will be managed by procedures between the parties agreed post receipt of order confirmation.

13. Dissatisfaction with the Services

13.1. Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Service, please tell us at the earliest opportunity:

13.1.1 exactly why you think we have failed.

- 13.1.2 the date, if relevant, of the failure.
 - 13.1.3 when and how you discovered the failure.
 - 13.1.4 the result of the failure.
 - 13.1.5 your suggestion as to action we should take to resolve the situation and restore your faith in us.
- 13.2. To do this, it is essential that you contact me by email on paulp@salescoach.bot
- 13.3. You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our merchant service provider and secondly a sum based on time spent at \$100.00 per hour in dealing with your breach. You also agree that this provision is reasonable.

14. Confidentiality

- 14.1. Both parties are aware that in the course of our Work for you, both of us will have access to and be entrusted with information in respect of the business and operation of the other, all of which information is or may be confidential.
- 14.2. We both now undertake for ourselves and for every employee or sub-contractor whose services we may use both during and after completion of the Work, that we will not divulge to any person whatever or otherwise make use of (and will use their best endeavours to prevent the publication or disclosure of) any trade secret or confidential information.
- 14.3. For the purposes of your above undertaking, the information will be deemed to include all information (written or oral) concerning the Detailed Specification.
- 14.4. Each of us now undertakes to the other to make all relevant employees' agents and sub-contractors aware of the confidentiality of Confidential Information and the provisions of this paragraph and to take all such steps as will from time to time be necessary to ensure compliance by its employee's agents and sub-contractors with these provisions.

- 14.5. Each of us now undertakes to the other that for the period of 12 months following completion of the Work we will not directly or by an agent or otherwise and whether for ourselves or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment.
- 14.6. The provisions of the last previous sub paragraph will not apply to one of them if the other becomes subject to bankruptcy, receivership or liquidation proceedings.

15. Intellectual Property

You agree that at all times you will:

- 15.1. not disclose to any person the method of working or the Intellectual Property involved in our Work for you.
- 15.2. not cause or permit anything which may damage or endanger our title to the Intellectual Property.
- 15.3. indemnify us for any loss or expense arising from your misuse of the Intellectual Property.
- 15.4. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing.
- 15.5. not use any name or mark similar to or capable of being confused with any name or mark of ours.
- 15.6. so far as concerns software provided or made accessible by us to you, you will not:
 - 15.6.1 copy, or make any change to any part of its code.
 - 15.6.2 use it in any way not anticipated by this agreement.
 - 15.6.3 give access to it to any other person than you, the licensee in this agreement.
 - 15.6.4 in any way provide any information about it to any other person or generally.
- 15.7. not use the Intellectual Property except directly in our interest.

16. Disclaimers and limitation of liability

- 16.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 16.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 16.3. Our Website and our Services are provided “as is”. We make no representation or warranty that the Service or the Work will be:
 - 16.3.1 useful to you.
 - 16.3.2 of satisfactory quality.
 - 16.3.3 fit for a particular purpose.
 - 16.3.4 available or accessible, without interruption, or without error.
- 16.4. We make no representation or warranty that the Service or the Work we provide specifically to you will achieve the target or intended results.
- 16.5. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 16.6. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12-month period for the Services concerned.
- 16.7. Except in the case of death or personal injury, our total liability under this agreement, however it arises, will not exceed the sum of \$1,000.00 This applies whether your case is based on contract, tort or any other basis in law.
- 16.8. We will not be liable to you for any loss or expense which is:
 - 16.8.1 indirect or consequential loss; or
 - 16.8.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 16.9. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees,

subcontractors, agents and affiliated companies as well as to us. Any of them may enforce this provision under the Contract and Commercial Law Act 2017.

16.10. If you become aware of any breach of any term of this agreement by any person, please tell us by *email*. We welcome your input but do not guarantee to agree with your judgement.

16.11. Nothing in this agreement will be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

17. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

17.1. your failure to comply with the law of any country.

17.2. your breach of this agreement.

17.3. any act, neglect or default by any agent, employee, you or your customer.

17.4. a contractual claim arising from your use of the Supporting Products.

18. Termination

This agreement may be terminated:

18.1. Website Subscription: if subscription is unpaid for 2 months

18.2. Customised Services immediately by us if you fail to pay any additional sum due within 30 days of the due date.

18.3. immediately by either party if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction).

- 18.4. any termination of this agreement by this paragraph will be without prejudice to any other rights or remedies to which a party may be entitled.

19. Miscellaneous matters

- 19.1. Our privacy policy is strong and precise. It complies fully with the Privacy Act 2020 which is at <https://salescoach.systeme.io/1d7cbdf3>
- 19.2. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 19.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it will be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it will be binding in that changed or reduced form. Subject to that, each provision will be interpreted as severable and will not in any way affect any other of these terms.
- 19.4. The rights and obligations of the parties set out in this agreement will pass to any permitted successor in title.
- 19.5. If you are in breach of any term of this agreement, we may:
- 19.5.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 19.5.2 terminate your account and refuse access to Our Website.
 - 19.5.3 cancel any order at our discretion.
 - 19.5.4 issue a claim in any court.
- 19.6. Any obligation in this agreement intended to continue to have effect after termination or completion will so continue.
- 19.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

19.8. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

19.9. Any communication to be served on either party by the other will be delivered by hand or sent by fastmail service or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

19.10. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

19.11. This agreement does not give any right to any third party under the Contract and Commercial Law Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

19.12. Neither party will be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.

19.13. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand and you agree that any dispute arising from it shall be litigated only in that country.