

Terms and Conditions of Membership of the Secret Library

1. Definitions:

- 1.1 In these terms, the following words where prefixed by a capital letter shall have the following meanings
- (a) **Materials** means the materials found in the Secret Library whether of a written, audio or video nature and include (without limitation) document templates, checklists, videos and audio interviews;
 - (b) **Membership Fee** means the price paid for membership of the Secret Library as advertised from time to time;
 - (c) **Secret Library** means the online legal resource provided by Approachable Lawyer Limited for Secret Library Members;
 - (d) **Secret Library Member** means a person, firm or business who are signed up and paid for membership of the Secret Library; and
 - (e) **Terms** means these terms and conditions.

2. About the Secret Library

- 2.1 The Secret Library is an online legal library provided by Approachable Lawyer Limited.
- 2.2 By becoming a Member of the Secret Library you get access to all the Materials contained within the Secret Library for the price of your Membership Fee.
- 2.3 Your Membership Fee gives you access to the Secret Library for one (1) calendar year. You may renew your membership after one calendar year at the Membership Fee then advertised.

3. Terms and conditions

- 3.1 These terms apply to your membership of the Secret Library and come into effect when you apply for membership.
- 3.2 These terms may be varied at any time by giving one week's notice to you.

4. Nature of Materials in the Secret Library

- 4.1 Whilst great care has been taken to ensure the accuracy and the suitability of all the Materials and information found in the Secret Library they are not a substitute for legal advice and should only be used for general guidance. The information provided

is based upon New Zealand law applicable at the time of drafting or creation. If you are unsure about anything you find in the Secret Library then you should consult a lawyer for advice.

- 4.2 Neither Approachable Lawyer Limited nor any of the authors of the Materials found in the Secret Library accept any liability, whether direct or indirect, for any loss, damage or expense (including loss of profit) occasioned through the use of the Secret Library or the Materials, or any breach by Approachable Lawyer Limited of these terms.
- 4.3 The conditions, warranties and guarantees set out in the Sale of Goods Act 1908, Consumer Guarantees Act 1993, or implied by common law are excluded to the fullest extent permitted by law.
- 4.4 All the Materials found in the Secret Library are the copyright of Approachable Lawyer Limited and/or the authors of the Materials. Membership of the Secret Library allows you to download and adapt such Materials strictly for your own business use on an as required basis.
- 4.5 You are strictly prohibited from:
 - (a) forwarding such Materials in whatever form to another person, firm or business for their use;
 - (b) sharing your username and password with another person, firm or business so that they can take advantage of the service provided by the Secret Library without paying for it;
 - (c) reproducing the Materials in any form whatsoever except for the purposes provided for in clause 4.4 above; and
 - (d) using or adapting the materials for on-sale to another person, firm or business.
- 4.6 If you wish to use the Materials for any of the purposes stated in clause 4.5 above you must first obtain our consent.

5. Termination

- 5.1 We reserve the right to terminate your membership of the Secret Library without any obligation upon our part to provide a full or partial refund of your Membership Fee in any of the following circumstances:
 - (a) you fail to pay your Membership Fee;
 - (b) you breach any of these Terms;
 - (c) you suffer any act of insolvency.

- 5.2 Your membership will terminate automatically on the anniversary of you becoming a Secret Library Member or renewing your membership unless otherwise renewed for a further year.

6. Interruption of service

- 6.1 Our aim is to provide an uninterrupted online legal resource accessible at all times of the day. However we should not be liable if the Secret Library becomes unavailable due to a technical fault or any other reason.

7. Addition of materials to the Secret Library

- 7.1 We do not guarantee that any particular document or Material will be available in the Secret Library.
- 7.2 No refunds will be provided if you are unable to find a particular Material you are looking for. However, we do operate a “request a document” service with the aim of adding Materials to the Secret Library which will be of general use to Secret Library Members. The addition of materials to the Secret Library is at our sole discretion and we reserve the right to refuse request for a specific Material where such request is not of general application to Secret Library Members or falls outside of the type and nature of Materials for which the Secret Library is intended.

8. Privacy

- 8.1 When you become a Secret Library Member we collect personal information which you provide in the sign up form. You always have access to the information we hold about you subject to the provisions of the Privacy Act 1993. All information is held in accordance with our privacy policy which is available to view on the Approachable Lawyer website.
- 8.2 You agree that we may use your personal information to advise you of our services and product offers and send you the Approachable Lawyer newsletter. You may unsubscribe from the Approachable Lawyer newsletter or any of our email communication at any time.

9. Law and jurisdiction

- 9.1 These terms shall be governed by New Zealand law and you irrevocably accept the jurisdiction of the New Zealand courts.