

CLARIFY E-LEARNING PLATFORM

TERMS AND CONDITIONS

The Clarify E-Learning Platform ("Platform") provides you with the opportunity to access quality legal education via e-learning modules. These terms and conditions ("Terms and Conditions") govern the use of the Platform, including access to the Modules. By clicking on "I understand and agree" on the account set up page, you agree to these Terms and Conditions.

Claro owns and operates the Platform and may change these Terms and Conditions at any time without notice to you. You agree to check these Terms and Conditions for changes from time to time. Your continued use of the Platform will be deemed as your acceptance of any changes to these Terms and Conditions.

Using the modules

There is a range of e-learning modules on the Platform. Each module includes a video presentation, knowledge reviews, course notes and a final assessment ("Module"). Once you purchase access to a Module, you will have 3 weeks to watch the video presentation and pass the final assessment. You will be emailed an automated reminder one week prior to the course expiry. If you successfully complete the Module by the deadline, you will be issued with a certificate of completion in relation to that Module. If you do not successfully complete the Module by the deadline, then your access to the Module will cease (you will continue to have access to your account) and you will not be eligible for a refund.

Information and login details

In order to access a Module, you will need to set up an account. This will require you to create a login name and password. You must maintain the security of your login details and you are responsible for all activity that occurs on or through your login details (whether authorised by you or not). You must change your password immediately if you believe that your login details have been used without authorisation. Claro will not be liable in relation to any failure to comply with these obligations.

You agree that all information you provide to Claro via the Platform (including when setting up an account and afterwards) is current, complete and accurate.

Certificates of completion

The purpose of each certificate of completion issued on the Platform is to certify that you have successfully completed the Module named on the certificate. The certificate does not certify that you are qualified or equipped to perform any task or carry out any activity.

A copy of each certificate of completion that you are entitled to will be emailed to the address you provide as part of the registration process. Please ensure that your anti-Spam settings will allow for the delivery of the certificate to your inbox.

Nature of the content on the Platform

The content provided on the Platform is general educational material and is not a substitute for situation-specific legal advice. While Claro takes all reasonable steps to ensure that the content provided on the Platform is accurate and up to date, the content is a snap-shot of what Claro considers to be the relevant key legal concepts as at the date the content was created. Accordingly, the content is provided “as-is” without any warranties of any kind including all implied warranties of fitness for a particular purpose, completeness and accuracy. In addition, to the maximum extent permitted by law, Claro disclaims all liability to you and any third party in relation to the use of the Platform and the content on the Platform. Claro does not represent or warrant that the Platform will be error-free, free of any viruses or bugs or compatible with any other software or material.

Claro may change and/or update the content on the Platform from time to time without notice to you.

Use of the Platform

Claro grants to you a non-exclusive, non-transferable, revocable licence to use the Platform in accordance with the instructions on the Platform and these Terms and Conditions. In your use of the Platform, you agree not to do anything that may cause undue inconvenience, disruption or offence to Claro, or that may affect the security or operation of the Platform, any services offered via this Platform or any network or system underlying or connected to them.

Modules are for personal use only

Access to each Module is restricted to the person who is the registered account holder (“Registered User”). The Registered User will not share access to any Module with any other person (including by

using the Module in a group setting, classroom type setting or similar) or allow any other person to access any Module through the Registered User's account.

Intellectual property

All of the content on the Platform (including text, videos, images, trade marks, layout and look-and-feel) ("Content") is subject to copyright and other proprietary rights belonging to Claro or its licensors. You agree not to copy, reproduce, share, post, modify, transmit, distribute, store (including in electronic form) or in any way exploit, any Content other than as expressly set out in the instructions on the Platform or these Terms and Conditions, or permit any other person to do so.

Termination

Claro may terminate your rights under these Terms and Conditions (and access to the Modules and Platform) immediately by notice in writing if you:

- a) breach these Terms and Conditions; or
- b) use the Platform in any way that is inappropriate, illegal or may adversely affect Claro's reputation in any way.

Performance of the Platform

The videos provided as part of the Modules are provided on a streamed basis via a third party website and payment for access to the Module is made through a third party payment website.

Claro does not guarantee that you will always be able to access the Platform, the third party video or payment websites, or that the Platform or the third party websites will be error-free. Claro will not be responsible for any delay, lack of availability or poor performance of the Platform or third party websites.

Links

Links to third-party websites are provided for convenience only. Claro does not endorse nor support the content of third-party links and is not responsible for the content of a third-party website. By clicking on a third-party link, you will leave the Platform. Privacy and security policies may differ from those practiced by Claro.

General

These Terms and Conditions are governed by the laws of New Zealand without reference to principles of conflict of laws. You agree to be bound by New Zealand law and to submit to the exclusive jurisdiction of the courts of New Zealand in connection with the interpretation or application of these Terms and Conditions.

The Registered User may not assign, transfer or subcontract its rights or obligations under these Terms and Conditions with the prior written consent of Claro. Claro may assign, transfer or subcontract its rights or obligations under these Terms and Conditions without the consent of the Registered User.

PRIVACY STATEMENT

Personal Information – Claro collects, retains and updates any personal information which is provided directly to us (for example, where you email us or access any account). Claro may use this personal information for purposes connected with providing services to you via the Platform (for example, we will email you your Certificate of Completion to the email address you provide to us), and informing you about developments on the Platform that we think you might be interested in (for example, new or updated Modules that become available).

You are entitled to access and correct the personal information that Claro holds about you at any time. You can request to be removed from any mailing list or service by emailing clarify@clarify.co.nz.

Cookies – The Platform uses “cookies” (small text files placed on your computer’s hard drive) which permit Claro (and/or the host of the Platform) to record how many times a user or computers within a user’s network of computers visit the Platform, the number of times pages of the Platform have been accessed and related information. No personally identifiable information is collected using cookies. You may disable or turn off the cookies using your web browser at any time.

IP addresses – Claro also collects your Internet Protocol (IP) address (the number that is assigned to your computer when you use the internet). No personally identifiable information is collected when we collect your IP address. We use this IP address data (along with other non-personally identifiable data) in aggregated forms to administer the Platform, determine the numbers of different visitors to the Platform, gather broad demographic data and to help us develop Modules.

Payment for access to the Modules is made through a third party payment site and accordingly, we do not receive any payment related information such as the details of the bank card used.