

CRUZAND LIMITED – TERMS AND CONDITIONS

1 Introduction

- (a) This website (**Site**) is operated by Cruzand Limited (Company Number 9304967) (**we, our or us**). These terms and conditions (**Terms**) are between us and **you**, the person placing an order for Products through the Site.

2 Use of the Site

- (a) You accept these Terms by placing an order via the Site.
- (b) You must not use the Site and/or place an order for Products through the Site unless you are at least 18 years old.
- (c) When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (1) anything that would constitute a breach of an individual's privacy or any other legal rights;
 - (2) using the Site to defame, harass, threaten, menace or offend any person;
 - (3) using the Site for unlawful purposes;
 - (4) interfering with any user of the Site;
 - (5) tampering with or modifying the Site (including by transmitting viruses and using trojan horses);
 - (6) using the Site to send unsolicited electronic messages;
 - (7) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
 - (8) facilitating or assisting a third party to do any of the above acts.

3 Orders

- (a) You may order Products from us as set out on the Site. If you place an order for Products on our Site, you are making an order to purchase the Product(s) for the price listed on the Site (including the delivery fees or other applicable charges and taxes).
- (b) We may, at our absolute discretion, accept or reject an order. If we need to reject your order, we will notify you within a reasonable time after your order is placed. Once we accept an order, a binding agreement is formed for the supply of Products to you in accordance with these Terms.
- (c) It is your responsibility to check the order details, including selected Products, delivery details and pricing, before you submit your order through the Site.
- (d) When you order and pay on the Site and your payment has been validated, we will provide you with an order confirmation email, which may include an order number, the delivery and billing addresses and a description of what was ordered.
- (e) All purchases made through the Site are subject to availability. We do our best to keep Products in stock and to keep the Site up to date with the availability of Products.
- (f) We may cancel, at any time before delivery and for whatever reason, an order that we have previously accepted, including where there is a considerable delay in dispatching your order, if for any reason we cannot supply the Products you order (for example for an event beyond our reasonable control) or if Products ordered were subject to an error on our Site (for example in relation to a description, price or image). We will contact you using the details you provided when you placed your order.

4 Price and payments

- (a) You must pay us the purchase price of each Product you order, plus any applicable delivery costs as set out on the Site (the **Price**) in accordance with this clause. All amounts are stated in New Zealand dollars and New Zealand GST (where applicable) will be set out separately.
- (b) You must pay the Price upfront using one of the methods set out on the Site.
- (c) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- (d) The payment methods we offer are set out on the Site. We may offer payment through a third-party provider for example, Wise. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- (e) We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- (f) We may from time to time issue promotional discount codes for certain Products on the Site.
- (g) To claim the discount, you must enter the promotional discount code at the time of submitting your order through the Site.

- (h) The conditions of use relating to promotional discount codes will be set out on the Site. We may also from time to time run competitions on the Site or on social media. These competitions are subject to terms and conditions which will be made available on the Site at the time of the competition.

5 Delivery, title and risk

- (a) Upon completion of your order, we will provide you with access to download the Product to your computer or device. The Product will be available for download through a link sent to the email address you provide when making your order.
- (b) We typically process orders and send download links within 24 hours of receiving an order, unless otherwise noted on the Site. Any processing times displayed on the Site are estimates only.
- (c) If you need to change the email address for delivery of your download link or have any issues accessing the Product, please notify us immediately in writing.
- (d) It is your responsibility to ensure that you have the necessary software and hardware to download and access the Product.
- (e) Once the Product has been successfully downloaded, we consider the delivery complete. You are responsible for saving and backing up the Product file(s) on your device.
- (f) Title to the Products will remain with us until you have paid the Price in full for the Products. Until title passes, you must not do anything which seeks to create an encumbrance, lien, charge or other interest in or over the Products.
- (g) Risk in the Products will pass to you as soon as they are delivered to the delivery address you provided in your order.

6 New Zealand Consumer Law

- (a) We do not accept returns for change of mind or other circumstances. However, you may have rights to a repair, replacement or refund under New Zealand consumer laws.
- (b) Where you return Products to us to seek a New Zealand consumer law remedy, you will need to cover any associated costs (for example delivery costs) of you returning the Products to us.
- (c) Where your claim is a valid claim under New Zealand consumer laws, we will refund your return delivery costs and, depending on the failure, either dispatch a new or repaired replacement Product or refund you the Price of the relevant Product. Please contact us for further information.
- (d) If you are a business, you agree and represent that you are acquiring the Goods for the purposes of trade, and we and you both agree that:
 - (1) to the maximum extent permitted by law, the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the New Zealand Fair Trading Act 1986 do not apply to the supply of the Goods or these Terms;
 - (2) Part 3 of the Contract and Commercial Law Act 2017 is expressly excluded from application to the Goods and these Terms; and
 - (3) it is fair and reasonable that the Parties are bound by these Terms, including this clause.

7 Limitations

- (a) Despite anything to the contrary, to the maximum extent permitted by law:
 - (1) neither Party will be liable for Consequential Loss;
 - (2) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party, including any failure by that Party to mitigate its losses; and
 - (3) our aggregate liability for any Liability arising from or in connection with the Terms (including the Products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the Products the subject of the relevant claim.
- (b) You agree that any information contained on the Site and any materials provided with our Products (collectively **Materials**) are provided for general information purposes only and do not take into account your personal circumstances. The Materials are not intended to be advice and they are not intended to be a substitute for professional medical advice. Our Products are not intended to diagnose, treat, cure, or prevent any disease or condition and you are solely responsible for determining the suitability of our Products for your circumstances and your reliance on the Materials is at your own risk. If you have an existing health condition, we recommend you consult a medical professional before using our Products. Use of our Products and/or the Materials does not establish a doctor-patient relationship.

8 Intellectual property

- (a) You acknowledge and agree that any intellectual property (including copyright and trademarks) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, any content on the Site, and the Products) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.

- (b) We authorise you to use Our Intellectual Property solely for your own personal, non-commercial use, and in the manner in which it was intended to be used.
- (c) You must not use Our Intellectual Property for commercial purposes, including, for example, to advertise your own business, for re-sale, or for any other revenue generation activity.
- (d) You must not, without our prior written consent:
 - (1) copy, in whole or in part, any of Our Intellectual Property;
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (3) breach any intellectual property rights connected with the Site or the Products, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.
- (e) Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
 - (1) you do not assert that you are the owner of Our Intellectual Property;
 - (2) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
 - (3) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
 - (4) you comply with all other terms of these Terms.

9 General

- (a) **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- (b) **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you submitted your order or in your account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- (c) **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notified the other Party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- (d) **Feedback and complaints:** We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.
- (e) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (f) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.
- (g) **Governing law:** These Terms are governed by the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New Zealand and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts..
- (h) **Third party sites:** The Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Site, such third party provides the goods and services to you, not us.

10 Definitions

- (a) **Consequential Loss** means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of

goodwill loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data. The Parties agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss".

- (b) **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.
- (c) **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
- (d) **Products** means the e-book(s) available for purchase and download from our Site.

For any questions and notices, please contact us at:

Cruzand Limited (Company Number 9304967)

Email: smarterjourneytonz@gmail.com

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