Beany New Zealand Terms and Conditions

1 Introduction

1.1 These terms and conditions (**Terms**) are entered into between **Beany Limited** NZCN 4421059 (**we**, **us** or **our**) and the person(s) or entity to which the Services and Platform are being provided (**you** or **your**), together the **Parties** and each a **Party**.

1.2 We provide a cloud-based platform called Beany (Platform), where you can purchase a Package of the Website Services or optional Additional Services (together, the Services).

1.3 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

2 Acceptance and Platform Licence

2.1 You accept these Terms by accepting these Terms on the Platform.

2.2 We may amend these Terms at any time, effective from the posting of modified terms and conditions on our Website (**Changes**). We will make every effort to communicate the Changes to you by email or via the Platform. You should ensure that you are regularly reviewing and staying informed about the current terms and conditions on our Website. Any new changes will come into effect on the anniversary of your Package renewal.

2.3 Subject to your compliance with these Terms, we grant you and your Authorised Parties a limited commercial, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

2.4 When using the Platform or the Services, you and your Authorised Parties must not do or attempt to do anything that is unlawful or inappropriate, including:

(a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;

(b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;

(c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);

(d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or

(e) facilitating or assisting a third party to do any of the above acts.

3 Accounts

3.1 You must register on the Platform and create an account (**Account**) to access the Platform's features. Each Authorised Party will require a login that is linked to your Account in order to access the Platform.

3.2 You must provide basic information when registering for an Account including your business name, contact name, phone number and email address and you must choose a password.

3.3 You must also provide additional information during our onboarding process including your IRD number, New Zealand Business Number (NZBN), date of birth and a completed authority to act form.

3.4 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others with the exception of your Authorised Parties.

3.5 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, and any activity from one of your Authorised Parties. Each Authorised Parties is responsible for keeping their login details confidential. You agree to immediately notify us of any unauthorised use of your Account.

3.6 When you create an Account, you must also select a Package You may choose between different tiers of Packages and Additional Services as set out on our Website and Platform.

4 Services

4.1 In consideration for your payment of the Fees, we agree to provide you and your Authorised Parties with access to the

Platform, Website Services and, as applicable, any Additional Services we agree to provide as set out in your Account.

4.2 We will provide you with

a scope of work output within a reasonable period, considering the context of the Services.

4.3 Within each 12-month period, a Package include **one** set of financial statements and tax returns. In the event that you require:

(a) a second set within that 12-month period for the current financial year, you may request an additional Package. We will notify you that you are agreeing to purchase another 12-month Package. This 12-month Package will commence from the end of the previous one; or

(b) a second set within that 12-month period for any historical period (predating the year that we are contracted for) this will be treated as a separate service. You will be required to pay for this service in full, upfront, and it will not be part of the regular 12-month package.

4.4 Unless otherwise specified, audit and assurance or review are not included in the Services.

5 Third Party Products

5.1 You agree that we may facilitate, on your instructions, the interface, or interoperation of, the Services with any third party software or service with which you instruct us to integrate, interface or interoperate with the Services (for example, Xero) (**Third Party Product**).

5.2 To the extent that you choose to use any Third Party Products in conjunction with the Services, you are solely responsible for:

(a) complying with the requirements of;

(b) complying with the applicable licensing obligations of; and

(c) all data submitted to,

any such Third Party Product.

5.3 Where you have a direct relationship with the Third Party Product, you are also responsible for any applicable purchases of such Third Party Product.

5.4 Where we facilitate the purchase of Xero, we charge the industry standard commission for all Xero software, as agreed with Xero and paid by them. We will notify you of the applicable charge when you purchase the relevant Additional Service, as set out on the Platform.

5.5 If you integrate your Account or login with a Third Party Product, this will allow an exchange, transmission, modification or removal of data between us and the Third Party Product, including, Your Data, the scope of which is determined by the applicable actions set by such integration.

5.6 You understand and agree that you are solely responsible for ensuring the interface of, or interoperation of, the Services with your Third Party Product and the extraction and receipt of any of Your Data is legally and contractually permitted (including with respect to Privacy Laws).

5.7 You agree that the benefit of any Third Party Product's interface, or interoperation with, the Services, is subject to your compliance with this clause and that we have no Liability to you (including for any loss of access to data or corruption of data) if any Third Party Product withdraws your access to their services or withdraws their services from integration with our Services.

5.8 We have no control over the conduct of Third Party Product, including how they handle your data or the cancellation of their services.

6 Authorised Parties

6.1 If set out in your Account, you may be permitted to invite a number of users to the Platform, who will be permitted to access and use the Platform under your Account (**Authorised Parties**). We agree to provide you with the number of Authorised Parties as set out in your Account.

6.2 The Authorised Parties will have permission to access certain features of the Platform and your Account, as detailed in your Account and you may adjust these permission settings in your Account.

6.3 You will ensure that each Authorised Party complies with these Terms. You are responsible and liable for the acts or omissions of your Authorised Parties.

7 Packages

7.1 You may purchase a Package by paying the Package fees outlined on the Platform (**Fees**) in advance on a monthly or annual basis or some other recurring interval disclosed to you prior to your payment of the Fees (**Billing Cycle**). Your Package will

automatically renew at the end of each 12-month period unless you notify us in writing that you would like to cancel the Package. We will send you an email notification at least 14 days before your Package is due for renewal, informing you of the upcoming automatic renewal and any changes to the Fees.

7.2 The payment methods we offer for the Fees are set out on the Platform. Unless otherwise stated on the Platform, GST and other taxes and duties relating to the supply of Services to you are not included in the Fees and shall be payable by you in addition to the Fees.

7.3 We may offer payment through a third-party provider EzyPay or similar.

7.4 You must not pay, or attempt to pay, the Fees 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. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.

7.5 If payment is not received within 10 days of your monthly payment date, interest may be charged at the rate of 10% per annum, such interest to be calculated on a daily basis from the date payment was due until the date on which payment of the overdue amount (including interest) is made in full.

7.6 We reserve the right to suspend delivery of any Services or your Account if the Fees have not been paid by you in accordance with these Terms.

Late Payments

7.7 If payment is not received within 10 days of your monthly payment date, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under this Agreement or at law):

(a) cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or

(b) charge interest at the rate of 10% per annum, calculated on a daily basis from the date payment was due until the date on which payment of the overdue amount (including interest) is made in full.

7.8 We reserve the right to suspend delivery of any Services or your Account if the Fees have not been paid by you in accordance with these Terms

Package Inclusions and Use of Features

7.9 Your Package includes access to certain features and services as described on the Platform and Website (**Package Features**). Package Features are available to you on an 'if required' basis during your Billing Cycle.

7.10 You acknowledge and agree that:

(a) the Fees you pay entitle you to access all Package Features included in your selected Package tier, whether or not you choose to use them;

(b) it is your responsibility to initiate use of any Package Features you require during the Billing Cycle;

(c) Package Features that remain unused during a Billing Cycle (including but not limited to audit insurance, fringe benefits returns, or GST returns) do not entitle you to any refund, credit, or rollover to subsequent Billing Cycles; and

(d) the Fees are charged on a flat-fee basis for access to the full Package, not on a per-feature usage basis.

7.11 Subject to your Consumer Law Rights, no refund or credit will be provided for Package Features that you do not use or choose not to access during any Billing Cycle.

Changes to your Package:

7.12 If you wish to change your Package (for example, by upgrading or downgrading to a different Package tier), you must provide notice and/or evidence to us through your Account that you wish to vary your Package before the end of the current Billing Cycle. If we agree to vary your Package, the increased or decreased Fees will apply at the start of your next Billing Cycle.

7.13 The Fees are only refundable and cancellable in accordance with your Consumer Law Rights and these Terms.

7.14 We may need to change what is available as part of your Package (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Package, we will provide you with at least 30 days' notice of the change, and the change will come into effect on anniversary of your Package renewal, unless there is a legal requirement for the changes to commence earlier. On renewal, we will apply the changes to your Package. If the changes adversely affect your enjoyment of the Package, you may cancel your Package with effect from the date we apply the changes to your Package by providing written notice to us. If you cancel your Package, (a) you will no longer be able to use the Platform on and from the date of cancelation, and (b) if you have paid Fees upfront, any unused portion will be held as a credit on your account for future use. We do not offer cash refunds for any unused portion of prepaid Fees.

7.15 We may need to change the Fees from time to time, including where, during the course of providing the Services, we determine that your circumstances have changed and a different Package tier applies to you. If we change the Fees or your Package tier, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to your Package. If the updated Fee is not acceptable to you, you may cancel your Package in accordance with the 'Cancellation of Packages' clause.

Additional Service Fees

7.16 You can only access Additional Services if you have a current and paid Package. Additional Services are not available as standalone offerings.

7.17 If you wish to add to your Package (for example, by including or removing an Additional Service), you must provide notice to us through your Account. If you add an Additional Service and the Fees increase, we will charge you for the increase in the Fees, and you will have access to the applicable Additional Service from the date you make such payment.

7.18 We may require a deposit to be paid as part of any Additional Services or to require payment in full during the course of supplying such Additional Services (as a condition of the ongoing supply of such Additional Services).

8 Our Intellectual Property

8.1 You acknowledge and agree that:

(a) any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us; and

(b) any Intellectual Property or content produced by us that resulted from our skill and attention (**New Materials**) will at all times vest, or remain vested, in us, to the extent that the New Materials incorporate Your Data.

8.2 We authorise you to use Our Intellectual Property solely for you to benefit from the Services. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. Use must be limited to Authorised Parties on devices that are controlled or approved by you.

8.3 You must not, without our prior written consent:

(a) copy, in whole or in part, any of Our Intellectual Property;

(b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or

(c) breach any intellectual property rights connected with the Platform or the Services, including (without limitation) altering or modifying any of Our Intellectual Property, downloading 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.

8.4 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use the New Materials, solely for your use and enjoyment of the Services, as contemplated by this Agreement or as required to fulfil your obligations under any applicable law.

8.5 This clause will survive the termination or expiry of your Subscription.

9 Your Data

9.1 You own all data, information or content you and your Authorised Parties upload into the Platform (**Your Data**). We own all materials produced by us that resulted from our skill and attention to the extent that the materials produced by us incorporate any original material you give to us.

9.2 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data to:

(a) communicate with you (including to send you information we believe may be of interest to you);

(b) supply the Platform and Services to you and otherwise perform our obligations under these Terms;

(c) diagnose problems with the Platform;

(d) enhance and otherwise modify the Platform;

(e) perform Analytics;

(f) develop other services, provided we de-identify Your Data; and

(g) as reasonably required to perform our obligations under these Terms or under any applicable law.

9.3 You agree that you are solely responsible for all of Your Data that you and your Authorised Parties make available on or through the Platform. You represent and warrant that:

(a) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that

are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and

(b) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

9.4 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.

9.5 We do not endorse or approve, and are not responsible for, any of Your Data.

9.6 You acknowledge and agree that the performance of the Platform and the Services is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Platform or the Services.

9.7 This clause will survive the termination or expiry of your Package.

10 Your Obligations and Warranties

10.1 You agree to:

(a) provide us with accurate and complete information necessary to provide the Services, including for the relevant preparation and compilation of financial statements and income tax returns;

(b) accept responsibility (and remain responsible) for the reliability, accuracy and completeness of Your Data and any failure to supply us with Your Data, as relevant, including income tax returns;

(c) accept that each page of any financial statements prepared by us must be read in conjunction with the notes to the financial statements and the accompanying statement of disclaimer;

(d) authorise us to communicate with and obtain any further information from Inland Revenue, or any other third party necessary to provide the Services including completing the financial statements and tax returns for you and to place you on our agency listing with Inland Revenue; and

(e) accept responsibility for ensuring that your business activities are conducted in accordance with laws and regulations.

10.2 You represent, warrant and agree that:

(a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;

(b) there are no legal restrictions preventing you from entering into these Terms;

(c) you will retain copies of all documentation and information as long as is legally required;

(d) any information, advice, material, work and services (including the Services) provided by us under these Terms does not constitute legal, merger, due diligence or risk management advice;

(e) our Services are provided for your purposes only, and that we have no Liability for any losses, claims or demands made by any third party in relation to Services provided to you; and

(f) all information and documentation that you provide to us in connection with these Terms is true, correct and complete.

11 New Zealand Consumer Law

11.1 Certain legislation, including the Consumer Guarantees Act 1993 and Fair Trading Act 1986, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.

11.2 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

11.3 This clause will survive the termination or expiry of your Package.

12 Use of Artificial Intelligence

12.1 We may use artificial intelligence technologies (AI), including machine learning models and automated analysis tools, to assist in delivering the Services to you.

12.2 While all outputs, recommendations, insights, or other materials generated by AI tools are reviewed by qualified human professionals before being provided to you or used in the delivery of Services, you acknowledge and agree that:

(a) AI technologies may produce errors, inaccuracies, or incomplete outputs;

(b) we do not guarantee that AI-generated content will be error-free or suitable for your specific circumstances;

(c) you should review all AI-assisted outputs and raise any concerns or questions with us promptly; and

(d) our liability for any errors or omissions in AI-assisted outputs is subject to the limitations set out in clause 13 (Liability).

12.3 We may use aggregated, anonymised data derived from the Platform and the Services to improve, train, and develop our AI technologies and other services, provided such data does not identify you or any individual.

13 Liability

13.1 Despite anything to the contrary, to the maximum extent permitted by law:

(a) neither Party will be liable for Consequential Loss;

(b) 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 or any of that Party's personnel (including a Party's Authorised Parties), including any failure by that Party to mitigate its losses; and

(c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you in the 12 months immediately preceding the act, event or omission giving rise to the Liability (and where there has been less than 12 months of Fees paid, an amount equal to 12 months of Fees calculated on a pro rata basis having regard to the amount of Fees paid and the period of time).

13.2 This clause will survive the termination or expiry of your Package.

14 Our Obligations

14.1 We have effected and maintain professional indemnity insurance of at least the minimum amount prescribed by law.

14.2 Tax agents in New Zealand are regulated by the *Tax Administration Act 1994*. This regulatory regime has implications for registered tax agents and their clients.

14.3 The New Zealand tax system operates on a principle of voluntary compliance, but there are provisions for reduced penalties in certain circumstances for taxpayers who engage registered tax agents.

14.4 To ensure accurate statements are provided to Inland Revenue and to potentially benefit from reduced penalties, you must provide us with all relevant taxation information.

14.5 We may become ethically required to disclose non-compliance with laws or regulations to a regulatory authority if the non-compliance has a material effect on the work that we perform under this Engagement.

14.6 In fulfillment of our obligations as a Registered Tax Agent, we will operate in accordance with:

(a) The Tax Administration Act 1994; and

(b) The Inland Revenue Department's Standards for Tax Agents.

(**Standards and Legislation**)

14.7 We will advise you of your rights and obligations under the taxation laws in relation to the Services we provide to you.

Conflicts of interest:

14.8 Prior to entering into, and during, the engagement with you, we will use our best endeavours to ensure there is no conflict of interest.

14.9 You must immediately advise us if, at any time during the engagement, you become aware of a conflict of interest or a potential conflict of interest.

14.10 If a conflict of interest or a potential conflict of interest arises, we will notify you and we will take appropriate steps to resolve the conflict, as permitted by law.

General:

14.11 We have a duty to act in your best interests, except where this duty is inconsistent with our other duty to act in the public interest.

14.12 We will use our best endeavours to:

(a) understand your requirements;

(b) provide the Services with reasonable skill and care in accordance with our obligations;

(c) document sufficient and appropriate records of any Services performed; and

(d) provide the Services confidentially and in a proper and professional manner.

14.13 We are required to:

(a) comply with the fundamental principles set out in the Standards and Legislation, with respect to integrity, objectivity, professional competence and due care, confidentiality, professional behaviour, and identifying, avoiding and dealing with conflicts of interests (**Fundamental Principles**); and

(b) consider whether our clients (including you) create any threats or risks to our compliance with the Fundamental Principles. If there is a threat or risk arising from our engagement with you, and we cannot reduce the threat or risk to an acceptable level, we are required to decline or cease to continue the engagement. Accordingly, we may terminate your Subscription where this occurs.

14.14 We are responsible for maintaining records of the Services for a period of 7 years, unless otherwise required by law.

14.15 As part of our professional obligations as as registered tax agents, we may request information from you to conduct a "Client Due Diligence" check in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. You agree to comply with this process and warrant that you will supply all necessary information and that information will be true, complete and correct.

Exclusions:

14.16 We do not provide any warranty and will not be liable for or responsible for:

(a) any error or omission in Your Data;

(b) audit, review, verification or assurance of the accuracy or completeness Your Data;

(c) detection of any error or fraud; and

(d) weaknesses in your internal accounting system, errors, illegal acts or other irregularities, including non-compliance with laws and regulations.

15 Confidential Information

15.1 Each Receiving Party agrees:

(a) not to disclose the Confidential Information of the Disclosing Party to any third party;

(b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and

(c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.

15.2 The obligations in clause 15.1 do not apply to Confidential Information that:

(a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;

(b) is authorised to be disclosed by the Disclosing Party;

(c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or

(d) must be disclosed by Law or by a regulatory authority, including under subpoena.

15.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 16. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 15.

16 Termination

16.1 **Cancellation of Packages:** You may request to cancel your Package at any time by emailing us at support@beany.com. Your cancellation will take effect from the end of your current package.

16.2 A Package will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

(a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

(b) the Defaulting Party is unable to pay its debts as they fall due.

16.3 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.

16.4 Upon expiry or termination of your Package:

(a) we will remove your access to the Platform; and

(b) where we terminate your Package as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

16.5 Subject to your Consumer Law Rights, we do not provide a refund for change of mind or change in circumstance.

16.6 Termination of a Package will not affect any rights or liabilities that a Party has accrued under these Terms.

16.7 This clause will survive the termination or expiry of your Package.

17 General

17.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

17.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

17.3 **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.

17.4 **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, notifies 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.

17.5 **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.

17.6 **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 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.

17.7 **Privacy:** Each Party agrees to comply with the legal requirements of the New Zealand Privacy Principles as set out in the Privacy Act 2020 and any other applicable legislation or privacy guidelines that may apply (**Privacy Laws**). Each Party must not do anything which may cause the other Party to be in breach of any Privacy Laws. We will handle you and your Authorised

Parties' personal information in accordance with our Privacy Policy, available at: https://www.beany.com/en-nz/privacy-policy

17.8 **Publicity:** With your prior written consent, you agree that we may advertise or publicise the fact that you are a user of our Platform, including on our website or in our promotional material.

17.9 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

17.10 **Third party sites:** The Platform 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 Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

18 Definitions

18.1 **Additional Services** means any optional services (other than the Website Services) that may be purchased at any time, as set out on the Website, for an additional fee.

18.2 **Confidential Information** includes information which:

(a) is disclosed to the Receiving Party in connection with these Terms at any time;

(b) is prepared or produced under or in connection with these Terms at any time;

(c) relates to the Disclosing Party's business, assets or affairs; or

(d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

18.3 **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 Fee under these Terms will not constitute “Consequential Loss”.

18.4 **Disclosing Party** means the party disclosing Confidential Information to the Receiving Party.

18.5 **Force Majeure Event** means any event or circumstance which is beyond a Party’s reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic..

18.6 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

18.7 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (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.

18.8 **Receiving Party** means the party receiving Confidential Information from the Disclosing Party.

18.9 **Services** means any or all of the Website Services and the Additional Services.

18.10 **Website** means our website available at https://www.beany.com/en-nz.

18.11 **Website Services** means the services available from the Website, as updated from time to time.

For any questions or notices, please contact us at:

Beany Limited (NZCN 4421059)

Email: support@beany.com

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