LEGALVISION®

Terms and Conditions

You can review our full terms and conditions from the second page, but here are some key points:

Your Membership

Membership Term: Memberships are subject to a minimum period or Membership Term, as set out in our Quote. At the end of the Membership Term, your Membership will renew for the same period, unless you notify us otherwise beforehand. We will send you a reminder notice.

Cancellation: If you cancel your Membership for convenience before the end of the then-current Membership Term, you agree to pay us any unpaid Membership Fees for the first year of your Membership, plus 30% of any unpaid Membership Fees for the remainder of your Membership Term (including any Renewal Period).

Membership Changes: As our products constantly evolve and iterate for the benefit of our clients, we may make changes to our Membership offering. We will notify you before these changes come into effect, and give you the opportunity to cancel your Membership if you do not agree with these changes.

Termination: We have rights to terminate your Membership, including if we consider that there's been an irreparable break down in our relationship or your use of our services is unfair or unreasonable.

Membership Fees: Your Membership Fees are as set out in your Quote and are fixed for the duration of the Agreement, subject to a 5% annual increase.

General

Disclosure of Information and use of third-party technologies: As lawyers, we are bound by strict confidentiality requirements. All of your confidential information will be handled in accordance with our professional obligations. Note that we may use third-party technologies (including artificial intelligence technology providers) or disclose your personal or confidential information to third parties if we consider it necessary for the proper conduct of your matter, or where we consider it enhances your experience and our delivery of legal services to you. Any such disclosure of your information or use of third-party technologies will be done in accordance with our Privacy Policy, applicable laws and our professional obligations.

Hourly Rates: We may change our hourly rates on 30 June each year. We will notify you before any change comes into effect.

Liability: Our liability is limited in accordance with standards set by the New Zealand Law Society requirements. Clause 17 sets out other important information about our liability to you. We will not be liable for loss caused by our third-party referral partners.

WHS Advisory Service: Where you have purchased our workplace health and safety (**WHS**) advisory service, you agree that we do not provide on-site inspections and cannot advise on specific safety risks in your workplace. We do not prepare, review or sign off on manual safety procedures. To the maximum extent permitted by law, we will not be liable as a result of workplace health and safety incidents in your workplace.

LEGALVISION®

COSTS AGREEMENT

1. About LegalVision

1.1. LegalVision is an international network of professional services firms, currently operating in New Zealand, Australia and the United Kingdom.

1.2. LegalVision NZ Limited (company number 8107340) is a New Zealand incorporated law firm, regulated by the New Zealand Law Society ("**NZLS**"). LegalVision NZ Limited is solely responsible for all "legal services" (as defined in the Lawyers and Conveyancers Act 2006 ("**LCA**")) provided by LegalVision in New Zealand. All lawyers employed by LegalVision NZ Limited hold New Zealand practising certificates.

2. Agreement

2.1. The following documents comprise this agreement (together, the "**Agreement**"):

(a) this Costs Agreement;

(b) the quote, cost estimate or proposal we provided to you for the relevant legal services ("**Quote**"); and

(c) any documents or webpages linked or referred to in them.

2.2. In this Agreement, a reference to:

(a) "**we**", "**us**" or "**our**" means LegalVision NZ Limited (company number 8107340);

(b) "**you**" or "**your**" means the individual or entity set out in the Quote, subject to clause 2.3; and

(c) "**Party**" or "**Parties**" refers to the parties to this Agreement.

2.3. If you are an individual and have engaged us to incorporate one or more business entities for you ("**New Business(es)**"), then you agree that you have engaged us on behalf of the New Business(es), that the New Business(es) will be our client(s) under this Agreement, and that a reference to "**you**" or "**your**" in this Agreement will mean the New Business(es).

2.4. For the purposes of section 12 of the Contract and Commercial Law Act 2017, this clause 2 is intended to be enforceable by the New Businesses as a beneficiary of the obligations under this Agreement.

3. Acceptance

You will be deemed to have accepted this Agreement by:

(a) paying any part of our fees for the relevant legal services;

(b) accepting this Agreement online or in writing; and/or

(c) instructing (or continuing to instruct) us to proceed with the provision of the relevant legal services.

4. Memberships - Term and Renewals

4.1. We agree to provide you the membership services as set out in the Quote ("**Membership Services**").

4.2. You agree to purchase the Membership Services from the date you accept this Agreement, and for the duration of the membership term as set out in the Quote ("**Membership Term**").

4.3. On expiry of the Membership Term, this Agreement automatically renews for the same period as the Membership Term ("**Renewal Period**"), unless earlier terminated in accordance with its terms.

4.4. We agree to provide you with a reminder of your upcoming renewal a reasonable period of time prior to the renewal date.

4.5. If you would not like this Agreement to renew, you can notify us at any time before the start of the relevant Renewal Period.

5. Membership Services – Fees

5.1. The fee for the Membership Services, as set out in the Quote ("**Membership Fee**") will be payable in arrears and direct debited from your nominated account or credit card on a monthly basis.

5.2. For the duration of this Agreement, the Membership Fee will increase by 5% on each 12-month anniversary of the date you accepted this Agreement.

6. Membership Services – Scope

6.1. Our Quote sets out the inclusions and exclusions to the scope of the Membership Services.

6.2. The Membership Services cannot be used for the benefit of any entity that is not set out in the Quote, unless we otherwise agree in writing.

6.3. We will give you reasonable advance notice of any significant changes we make to our services, which will take effect from the beginning of the following calendar month. If you do not agree to a significant change, please notify us, and we will endeavour to resolve your concerns. If your concerns cannot be resolved, you may terminate this Agreement by written notice before the change takes effect.

7. LV Essentials

7.1. 'LV Essentials' is a membership option for businesses that:

(a) have two (2) or less employees, individuals, or contractors working in the business; and

(b) do not operate in a complex regulatory environment or industry.

7.2. If, due to a change in your business, you no longer meet the criteria set out in clause 7.1, we may notify you of a need to increase your Membership Fees. We will give you reasonable advance notice of any such increase, which will take effect from the beginning of the following calendar month. If you do not agree to the increase, either Party may terminate this Agreement by written notice before the change takes effect.

8. Payment Methods

8.1. As set out in the Quote, we may charge legal services to you on:

(a) a membership basis;

(b) a fixed-fee basis; or

(c) an hourly rate basis.

8.2. You are responsible for paying any necessary disbursements that we incur in carrying out our services to you. We will obtain your approval before incurring material disbursements.

8.3. You agree to pay our fees and disbursements at the times, and using the payment method, set out in our Quote or as otherwise agreed in writing. You agree that we may submit tax invoices to you electronically.

8.4. We reserve the right to:

(a) ask for your credit card or nominated account details;

(b) ask you to pay monies into our trust account; and

(c) approve credit to you.

8.5. If any amounts owing to us under this Agreement remain unpaid for more than 30 days ("**Unpaid Amounts**"), we may:

(a) charge you interest on the Unpaid Amounts at a rate equal to 2% above the applicable cash rate published by the Reserve Bank of New Zealand, calculated daily and compounded monthly;

(b) register your default with a credit agency;

(c) suspend your access to our services; and/or

(d) seek to recover our costs, including professional fees and recovery costs.

9. Additional or Non-Membership Services

9.1. For non-Membership Services, we will either:

(a) offer you an add-on or upgrade to your membership;

(b) provide you a quote for fixed fee work; or

(c) charge you professional fees on an hourly basis, based on the following indicative hourly rate bands, unless otherwise agreed in writing:

- $795 per hour (ex GST) for Practice Group Leaders and Senior Practice Leaders;
- $695 per hour (ex GST) for Practice Leaders, Specialist Senior Lawyers and Specialist Senior Associates;
- $545 per hour (ex GST) for Senior Lawyers and Senior Associates;
- $445 per hour (ex GST) for Lawyers and Associates (+1 year PQE);
- $395 per hour (ex GST) for Lawyers and Associates (up to 1 year PQE) and Graduates; and
- $195 per hour (ex GST) for Paralegals.

9.2. We reserve the right to determine the personnel performing your work at our reasonable discretion.

9.3. We will provide you a quote or cost estimate for your approval prior to commencing any fixed fee or hourly rate work.

9.4. Our rates are reviewed annually and may change during the course of a matter. We will notify you of any rate changes.

9.5. For non-Membership Services, we typically issue tax invoices on completion of the scope of work set out in the applicable quote, or for ongoing matters, at the end of the month. Tax invoices are payable at the times, and using the payment method, as set out on the tax invoice.

10. Direct Debits

10.1. Where you have agreed to make payment by way of direct debit, we may directly debit from your nominated account any amounts due and payable under this Agreement in accordance with our "Direct Debit Request" form, "Direct Debit Request Services Agreement" and any other terms or conditions agreed by you at the time of authorising us to directly debit your nominated account.

10.2. By authorising us to direct debit, you authorise Stripe New Zealand Limited (company number 5639473) to debit your account on behalf of us for any amounts separately communicated to you by us. You certify that you are either an account holder or an authorised signatory on the account listed above.

11. Trust Money and Authorisation to Withdraw Trust Money

11.1. We will provide you with a receipt upon receiving your payment in trust ("**Trust Money**"). You authorise us to withdraw the Trust Money:

(a) when the relevant scope of work is complete;

(b) in accordance with our instructions that authorise the withdrawal; or

(c) if the Trust Money is owed to us by way of reimbursement of money already paid by us, and

before effecting the withdrawal, we will send you a tax invoice and notice of withdrawal referring to the proposed withdrawal. You authorise us to receive directly into our trust account any judgement or settlement amount, or money received from any source in furtherance of your legal services, and to pay our professional fees, expenses and disbursements in accordance with the Lawyers and Conveyancers Act (Trust Account) Regulations 2008.

11.2. We may otherwise withdraw the Trust Money if we issue a bill relating to the Trust Money, and you do not object to the withdrawal of the money within 7 business days after being given the bill.

12. Client Care and Service Information

12.1. We will advise you of the people who have overall responsibility for the services we provide on each project.

12.2. Whatever legal services we provide to you, we must:

(a) act competently, in a timely way, and in accordance with instructions received and arrangements made;

(b) protect and promote your interests and act for you free from compromising influences or loyalties;

(c) discuss with you your objectives and how they should best be achieved;

(d) provide you with information about the work to be done, who will do it and the way the services will be provided;

(e) charge you a fee that is fair and reasonable and let you know how and when you will be billed;

(f) give you clear information and advice;

(g) protect your privacy and ensure appropriate confidentiality;

(h) treat you fairly, respectfully, and without discrimination;

(i) keep you informed about the work being done and advise you when it is completed; and

(j) let you know how to make a complaint and deal with any complaint promptly and fairly.

12.3. The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers issued by the NZLS. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

12.4. If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

13. Your Rights in Relation to a Dispute Concerning Our Legal Services, Costs and Professional Fees

13.1. Your feedback is important to us. We will seek to resolve your concerns quickly and effectively. If you have any feedback or questions about any legal services provided by us, please contact any member of our staff, or contact us via our website at www.legalvision.co.nz.

13.2. If you have a dispute about our services, legal costs or professional fees, please discuss your concerns with us to give us the opportunity to resolve the issue promptly and without it adversely impacting on our business relationship.

13.3. If the issue is not resolved, or you do not wish to speak to your usual contact, please contact our Managing Director.

13.4. The NZLS also maintains a complaints service and you can make a complaint to that service by calling 0800 261 801 or emailing complaints@lawsociety.org.nz.

14. Documents

14.1. As between the Parties, we assign to you all copyright in any legal advice and documents created solely for your benefit in the course of providing our legal services to you ("**Your Documents**"), effective upon full payment by you to us of our professional fees.

14.2. Nothing in this Agreement transfers or assigns ownership of any of our "**Pre-Existing IP**", being intellectual property rights owned by, licensed to or otherwise used by us that:

(a) exist before, or are created independently of, the provision of our legal services to you; or

(b) are developed, modified or improved during the provision of our legal services to you (other than Your Documents).

For the avoidance of doubt, our Pre-Existing IP includes our proprietary legal service delivery model, methodologies, know-how, workflows, internal and external platforms, precedents, templates and playbooks.

14.3. We grant you a perpetual, irrevocable, royalty-free, worldwide, non-exclusive and non-transferable licence to use our Pre-Existing IP solely as incorporated into Your Documents and for your internal business purposes. You must not sell, license, commercially exploit or otherwise make our Pre-Existing IP available to third parties, or use it for any purpose other than as permitted by this Agreement, without our prior written consent.

14.4. You give us permission to use, copy and store any documents, information and materials you provide to us to the extent reasonably necessary to provide our legal services to you.

14.5. You retain ownership of all intellectual property rights in any documents, information and materials you provide to us.

14.6. Unless we agree otherwise or the law requires otherwise, we will hold your documents for 7 years after we complete your legal services.

14.7. We store your files and confidential information that you provide to us on Google Drive via our platform called "PRISM", which are both cloud-based platforms.

15. Your Obligations

15.1. At all relevant times, you represent and warrant that:

(a) you are properly authorised to engage us and instruct us on behalf of any company, partnership, trust or other entity that you say that you represent;

(b) you are duly authorised to enter into and perform this Agreement on behalf of yourself and each entity entering into this Agreement with us;

(c) the information you provide to us is true, correct and complete;

(d) you will not infringe any third-party rights in working with us and receiving the relevant legal services;

(e) you are not the subject of any criminal proceedings and you must immediately

notify us in writing if you become the subject of any criminal proceedings.

15.2. In relation to 'PRISM', our client platform, you acknowledge and agree that:

(a) your nominated 'unrestricted users' have the ability to view all submitted legal requests, and have the power to grant or revoke access to other users;

(b) all PRISM users have authority to instruct us on your behalf; and

(c) it is your responsibility to manage the individuals who have access to your account.

16. Professional Indemnity Insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the NZLS. We can provide you with particulars of the minimum standards upon request.

17. Limitation of Liability and Exclusions

17.1. To the extent permitted by law, our maximum aggregate liability to you in connection with this Agreement (whether in contract, tort (including negligence), equity or otherwise) is limited to the greater of:

(a) the amount available to be paid out under the professional indemnity insurance held by us; or

(b) NZ $1,800,000.

17.2. For the purposes of any claim against us, as defined by the Limitation Act 2010, arising directly or indirectly in connection with our engagement or the services that we provide to you or our trust account, that Act is modified so that any claim must be filed within 12 months after the date of the act or omission on which the claim is based. In addition, the "late knowledge" provisions in sections 11(2), 11(3), 14 and 32(2) of that Act do not apply. The 12 month time period applies whether or not loss or damage has become apparent or has been suffered within that time period.

17.3. To the extent permitted by law:

(a) we may refuse to provide legal services to you where: (i) we lack the necessary expertise; (ii) we are not authorised or qualified to advise on the relevant law; (iii) a conflict exists; or (iv) professional obligations prevent us acting;

(b) neither party will be liable to the other party for any consequential loss, special or indirect loss, 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, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. For the avoidance of doubt, this clause does not apply to your obligation to pay any fees due and payable to us under this Agreement;

(c) a party's liability to the other party under or in connection with this Agreement will be reduced to the extent the relevant liability was caused or contributed to by: (i) the acts or omissions of the other party or their personnel (including their failure to take reasonable steps to mitigate the liability); or (ii) any event or circumstance beyond the liable party's reasonable control;

(d) unless otherwise agreed, we are not responsible for providing you ongoing updates on changes in the law; and

(e) we are not responsible for any changes that you make to our advice or documents.

17.4. You further acknowledge and agree that we are business lawyers in New Zealand. The scope of our legal services is set out on our website: www.legalvision.co.nz. We do not provide, and you should not rely on our, non-legal commercial or financial advice. We also do not provide advice on the laws of other countries or in any legal areas outside of the areas set out on our website. However, we may work with qualified third parties to provide you with access to foreign legal assistance where required. To the extent we offer guidance on legislation, contractual documentation or other matters that are subject to or governed by a legal jurisdiction outside of New Zealand, such guidance is of a high level and commercial nature only, and should not be treated as legal advice.

17.5. This clause 17 will survive the expiry or termination of this Agreement.

18. Related Entity Claims

18.1. You agree that our legal services under this Agreement are provided solely for your benefit and use in the context of your instructions, and may not be accessed or relied upon by any third party without our prior written consent.

18.2. We may agree to provide legal services under this Agreement to a third party related to you, including a 'related company' as defined in the Companies Act 1993 ("**Related Entity**"). Where we provide legal services to a Related Entity and it is not a signatory to this Agreement, you warrant that:

(a) the Related Entity has received a copy of this Agreement; and

(b) by submitting a request to us, the Related Entity agrees to be bound by this Agreement.

18.3. This clause 18 will survive the expiry or termination of this Agreement.

19. Third-Party Advice and Services

19.1. If you ask us to engage a third party on your behalf, you remain responsible for that third party's fees and charges.

19.2. We may refer you to third-party specialists but make no representation or warranty about their services and disclaim all liability for any loss arising from their advice or services.

20. Termination

Termination by LegalVision for Cause

20.1. We may cease to act for you, cancel your membership, or refuse to provide you with further legal services if:

(a) you materially breach this Agreement or the law;

(b) we consider (acting reasonably) that your use of the membership or our services is unprofessional, unfair or unreasonable; or

(c) we consider (acting reasonably) that our relationship has broken down, you are not following our advice or instructions, or we otherwise consider it is no longer appropriate to act for you,

and such default is either incapable of remedy or has not been remedied within 14 days of us notifying you of the default.

Termination by You for Cause

20.2. You may terminate this Agreement for cause, if we materially breach this Agreement and the breach is either incapable of remedy or has not been remedied within 14 days of you notifying us of the breach.

Termination by You for Convenience

20.3. You may also terminate this Agreement by providing written notice to us. For Membership Services, you must provide at least 1 month's prior written notice.

Payment Obligations on Termination

20.4. Subject to this Agreement and your rights our professional fees are non-refundable.

20.5. If this Agreement is terminated under clauses 6.3, 7.2, 20.1 or 20.2 you will only be required to pay our professional fees, disbursements and expenses in providing the services to you up to the date of termination.

20.6. If prior to the expiry of the then-current Membership Term you terminate this Agreement under clause 20.3 then you remain liable for the following amounts (which is a debt immediately due and payable to us on the date of termination):

(a) any unpaid amounts already invoiced;

(b) any disbursements and expenses we have incurred on your behalf; and

(c) any unpaid Membership Fees for the first year of your Membership, plus 30% of any unpaid Membership Fees for the remainder of the Membership Term (including any Renewal Period).

20.7. The amounts in clause 20.6(c) represent our genuine pre-estimate of loss based on our commitment of resources to deliver subscription legal services to you on demand for the Membership Term.

21. WHS Advisory Service

21.1. Where you have purchased our workplace health and safety advisory service ("**WHS Advisory Service**"), you acknowledge and agree that:

(a) the WHS Advisory Service is designed to assist businesses and officers in complying with their workplace health and safety ("**WHS**") law obligations, through providing a legal compliance framework and associated training and advice;

(b) we do not provide on-site inspections and cannot advise on specific WHS risks in your workplace or workplace activities;

(c) we do not prepare, review or sign off on manual safety procedures including safe work method statements, safe operating procedures, job safety analyses or other operational procedures; and

(d) to the maximum extent permitted by law, we will not be liable for any loss or damage that you, your business or any of your employees, contractors or agents may suffer or incur as a result of, or in connection with, any WHS incidents in your workplace or otherwise.

22. Anti-Money Laundering and Counter-Terrorism Financing Act Compliance

22.1. We have obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("**AML Act**"). As part of our processes for ensuring compliance with the AML Act, we may need to conduct customer due diligence ("**CDD**") on you. We use a third-party provider to assist in completing CDD and our compliance with the AML Act.

22.2. To assist us, you agree to aid our compliance with our obligations under the AML Act by facilitating CDD or any other enquiries we and our service providers need to make. You acknowledge that, prior to completion of CDD, we may refuse to act for you, deliver services to you or accept payment for services rendered. Nothing in this clause 22 affects our entitlement to payment for services rendered under this Agreement.

23. Privacy

We are committed to protecting your personal information in accordance with our legal obligations and our Privacy Policy, which is available here: https://legalvision.co.nz/privacy-policy/

24. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting this Agreement, you agree to pay us an amount equivalent to the GST imposed on these charges.

25. Assignment

We may assign, novate or transfer this Agreement without your consent, provided that the transferee is capable of performing our obligations and that your rights and remedies are not materially adversely affected. We will promptly notify you of any such assignment, novation or transfer. You may not assign, novate or transfer this Agreement without our prior written consent.

26. Severance

If any provision (or part of it) of this Agreement is held to be unenforceable, invalid or unlawful in any jurisdiction, then the provision (or relevant part) must be:

(a) to the extent possible, read down and construed so as to avoid the unenforceability, invalidity or illegality; or

(b) severed from this Agreement,

and the remaining provisions (and remaining part of the provision) of this Agreement are valid and enforceable.

27. New Zealand Consumer Law

The Parties agree that they are in trade and that to the maximum extent permitted by law, the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986, do not apply to the supply of legal services or this Agreement, and it is fair and reasonable that the Parties are bound by this Agreement including this clause 27.

28. Jurisdiction & Governing Law

This Agreement is governed and construed in accordance with the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.

29. Non-Solicitation

For:

(a) in the case of Membership Services, the duration of the Membership Term; or

(b) in the case of non-Membership Services, until your scope of work is completed,

and for a period of 12 months after, you must not, without our prior written consent, directly or indirectly solicit, entice, or induce any of our employees, contractors, or consultants to leave our employment or engagement with us. This clause will survive the termination or expiry of this Agreement.

30. Data Jurisdiction

30.1. Subject only to clause 30.2, all data provided by you (including any personal or confidential information) will be stored and processed solely within Australia.

30.2. We may store your data within the Google Workspace and Amazon Web Services environments. You acknowledge and agree that Google Workspace environments are hosted within Google's global infrastructure, which includes the APAC region. Google manages data storage and redundancy across its regions, and as such, we are not able to guarantee that all data will be accessed, processed or stored solely within Australia. We agree that:

(a) our use of Google Workspace and Amazon Web Services is limited to our standard business operations;

(b) we implement and maintain appropriate technical and organisational safeguards to protect your data; and

(c) we comply with all applicable privacy and data protection laws in relation to your data.

30.3. We will notify you in writing in advance of any material change to the platforms, providers or storage or access locations. We will limit access to personnel and providers who need it to provide the services. We will ensure that each provider is bound by confidentiality, privacy and information security obligations no less protective than those contained in this Agreement, and remain responsible for their acts and omissions. No privacy notice or platform terms will limit our obligations under this Agreement.

31. Artificial Intelligence

31.1. We may use artificial intelligence and machine learning technologies, including those provided by third parties ("**AI Technologies**"), in connection with our business operations and the provision of our legal services where we consider it appropriate, necessary or beneficial and where permitted by law.

31.2. Where we use AI Technologies, we will do so in accordance with our legal and professional obligations, including by ensuring your personal information and confidential information are handled in accordance with applicable privacy laws and our confidentiality obligations.

31.3. We will not input your confidential information into publicly available AI Technologies where that information may be used to train publicly available AI models or made available to other users of those AI Technologies. We have controls in place around our use of AI Technologies, including guardrails, validation workflows for AI-generated content, access controls restricting client data on a need-to-know basis, and data classification through information barriers and access controls.

32. Lawyers Fidelity Fund

The NZLS maintains the Lawyers' Fidelity Fund to provide protection against client losses arising from theft by lawyers. The Lawyers' Fidelity Fund covers losses of up to NZ$100,000 per individual claimant. It does not cover loss where you have instructed us to invest on your behalf (subject to limited exceptions set out in the LCA).

33. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations and warranties relating to its subject matter.

34. More Information

For more information about your rights, please visit or contact the New Zealand Law Society at http://www.lawsociety.org.nz/.

As at 28 October 2026

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