

VENUS

BUSINESSWOMEN

Thriving together

VENUS NETWORK – TERMS OF TRADE

1 Definitions

- 1.1 "Venus 2017" shall mean Coco's Class Limited trading as Venus 2017, its directors, any agents or employees thereof.
- 1.2 "Confidential information" means all information and knowhow, whether technical or not which is disclosed to you and which relates to the Services or our business activities.
- 1.3 "Services" means products, offers and services provided pursuant to any agreement entered into with Venus 2017, and all matters incidental thereto including but not limited to those Services noted in clause 3.1.
- 1.4 "We", "us" and "our" refer to Coco's Class Limited trading as Venus 2017 and its successors and assigns and where the context requires, its agents, directors, employees and shareholders.
- 1.5 "Working Day" means any day except Saturdays, Sundays and national public holidays.
- 1.6 "You", "your", and "the Customer" are a reference to you and your successors and permitted assigns.

2 Application

- 2.1 These terms and conditions ("Terms") apply to all our Services. They form part of all contracts and agreements concluded by us regarding Services supplied by us, unless we have expressly agreed in writing to these Terms becoming inoperative, either entirely or in part.
- 2.2 These Terms can only be modified in writing.

3 Our Services to you:

Venus Network Membership

4 Parties

- 4.1 This is a contract between you and Venus 2017 and applies to any and all use by you (howsoever described) of the Services.
- 4.2 You must read, agree with, and accept all of the terms and conditions contained in these Terms before you may use any of the Services offered by Venus 2017 or become a Customer of Venus 2017.
- 4.3 If you do not agree to be bound by the terms and conditions, you must not use or access any of the Services.

5 Prices/Payment

- 5.1 The cost of our Services is exclusive of Goods and Services Tax (GST) any other taxes or duties

- 5.2 Loyalty rewards for 12 month memberships occur on renewal from year two through to year six at reduced rates. To receive loyalty reward, memberships must be of consecutive 12 month renewals.

- 5.3 Venus 2017 may (at its sole discretion) at your request enter into a Direct Debit Arrangement for payment of the cost of the Services whereby the cost of the Services will be paid by fortnightly direct debit at fortnightly amount of laid out per your invoice. See clause 13 and 14 for further information on the Direct Debit Arrangement.

6 Availability of Services

- 6.1 We will use reasonable endeavours to make sure that our Services remain available to you for so long as the agreements continue and remain in effect. Notwithstanding the foregoing, we accept no responsibility whatsoever for any loss arising due to unavailability of the Services. You acknowledge that we have no responsibility to you to ensure the Services are provided to you on an uninterrupted basis.

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7.1 Liability, indemnity and disclaimers

- 7.1 Venus 2017 makes no express or implied representation or warranty of any kind relating to the Services provided.
- 7.2 To the maximum extent permitted by law, Venus 2017 excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, our Services.
- 7.3 If you suffer loss or damage as a result of Venus 2017's negligence or failure to comply with these Terms, any claim by you against Venus 2017 arising from Venus 2017's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the sum of \$500.00 (inclusive of GST). In no event can we be held liable for loss of profits or consequential loss of any nature whatsoever.
- 7.4 If you are not satisfied with our Services, your sole and exclusive remedy is to terminate these Terms in accordance with Clause 10.
- 7.5 We have no responsibility or liability to your own customers or clients and you must indemnify us against any loss, cost, claim or expense suffered by us as a result of your using the Services for your business.

8 Confidentiality

- 8.1 Each party to these Terms will preserve the confidentiality of all confidential information of the other obtained in connection with these Terms, including confidential information obtained in relation

to other customers of Venus 2017. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

- 8.2 Each party's obligations under this clause will survive termination of these Terms.
- 8.3 The provisions of clauses 8.1 and 8.2 shall not apply to any information which:
- (a) Is or becomes public knowledge other than by a breach of this clause;
 - (b) Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (c) Is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - (d) Is independently developed without access to the Confidential Information.

9 Intellectual Property

- 9.1 Venus 2017 retains ownership of all IP in the Services, the IP may not be reproduced or distributed to any parties.
- 9.2 Title to, and all intellectual property rights in the Services and any documentation relating to the Services remain the property of Venus 2017 ("the Venus 2017 Property").
- 9.3 You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit, broadcast, show or play in public, distribute or create a derivative work from the Venus 2017 Property in any way without being expressly authorised in writing by Venus 2017. This prohibition does not extend to any content which is expressed to be freely available for re-use or replication, subject to any conditions specified by Venus 2017.
- 9.4 You must not exploit the Venus 2017 Property for commercial purposes. You are expressly prohibited from selling, distributing, decompiling, reverse engineering or otherwise dealing with material provided by Venus 2017.

10 Default and Consequences of Default

- 10.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of five percent (5%) per calendar month and such interest shall compound monthly at such a rate) after as well as before any judgment.
- 10.2 In addition to the interest specified in clause 10.1 above an additional fixed fee of \$10.00 for each and every late payment will be charged.

11 Debt Collection Action

- 11.1 You authorise Venus 2017 to notify any debt collection/credit reporting agency upon default by you in regard to any obligation of these Terms. Should this occur the full outstanding balance of the remainder of the minimum term being including any current arrears shall be immediately due in full. In addition, Venus 2017

shall add \$50 to the outstanding debt as its fee for dealing with the defaulting Customer. The Customer agrees to pay any and all costs incurred as a result of debt collection including the commission charged by the debt collection agency (approx 25% of the outstanding debt as previously calculated).

12 Termination

- 12.1 You must give one months' notice in writing. If you are on payment plan should you wish to terminate your Services, Venus 2017 will charge a termination fee of \$195.00 plus GST which will be deducted from your bank account. There will be no refunds for payments that have been made.
- 12.2 Lump sum Memberships will not be refunded, if a lump sum membership is terminated the membership will go to our Community group for the duration.
- 12.3 We may terminate our Services to you at any time upon one months' notice to you in writing.
- 12.4 We may suspend, disable or terminate the agreement (and thereafter terminate your right to access the Services) immediately on notice to you, if you:
- (a) Fail to make any payment due to us when such payment falls due; or
 - (b) Commit a breach of these Terms and fail to rectify such breach within five days of notice from us requiring rectification of it.
- 12.5 Any expenses, disbursements and legal costs incurred by Venus 2017 in the enforcement of any rights contained in these Terms will be paid by you, including any reasonable solicitor's fees or debt collection agency fees.
- 12.6 Venus 2017 will not be liable to you or any third party for termination of your access or use of the Services.

13 Direct Debit Arrangement

- 13.1 "Direct Debit Arrangement" means the ability of Venus 2017 to directly debit your nominated bank account for any instalments or payments due by you.
- "Instruction" means the completed Direct Debit Request Form you
- 13.2 Where you enter into a Direct Debit Arrangement with Venus 2017, per the invoice you agree to pay the instalment amount at the agreed payment frequency detailed on your invoice until this agreement is terminated. You may alter the payment frequency and/or day to debit by requesting the change with Venus 2017. Any changes shall not however affect the total amount of money you would otherwise have paid for the minimum term of this agreement being 12 months. Should there be any arrears in payments you authorise Venus 2017 to debit the outstanding balance in order to bring the account up to date.
- 13.3 To set up a Direct Debit Arrangement:
- 13.3.1 You must complete the Direct Debit Request process provided by Venus 2017 which will provide the Instruction for Direct Debit

- 13.3.2 Venus 2017 may, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Instruction. Upon receipt of such notice the Bank may terminate this Instruction as to future payments by notice in writing to me/us.
- 13.3.3 You may at any time, terminate a Direct Debit Arrangement as to future payments by giving notice of termination to the Bank and to Venus 2017, there will be a fee of \$195+gst for early termination of the contract.
- (a) You may stop payment of any Direct Debit to be initiated under a Direct Debit Arrangement by Venus 2017 by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (b) You can request the Bank to reverse any Direct Debits initiated by Venus 2017 under a Direct Debit Arrangement by debiting the amount of the Direct Debits back to Venus 2017 through Venus 2017's bank where Venus 2017 cannot produce a copy of the instructions and/or confirmation to you that you are reasonably satisfied demonstrates that you have authorised your bank to accept Direct Debits from Venus 2017 against your account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to your account by Venus 2017 under the Instructions.
- 13.4 You acknowledge that:
- (a) This Instruction will remain in full force and effect in respect of all Direct Debits passed to your account in good faith notwithstanding your death, bankruptcy or other revocation of this Instruction until actual notice of such an event is received by the Bank.
- (b) In any event this Instruction is subject to any arrangement now or hereafter existing between you and the Bank in relation to your account.
- (c) Any dispute as to the correctness or validity of an amount debited to your account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with the Direct Debit Request.
- (d) The bank accepts no responsibility or liability for the accuracy of information about Direct Debits on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:-
- (i) any variations between notices given by Venus 2017 and the amounts of Direct Debits.
- (ii) Venus 2017's failure to give written advance notice correctly nor for the non receipt of late receipt of notice by you for any reason whatsoever. In any such situation the dispute lies between you and Venus 2017.
- 13.5 The Bank may:
- (a) In its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other instruction, cheque or draft properly executed by you or given to or drawn on the Bank
- (b) At any time terminate this Instruction as to future payments by notice in writing to you.
- (c) Charge its current fees for this service in force from time-to-time.
- 14 Termination of Direct Debit Arrangement**
- 14.1 The Credit Contracts and Consumer Finance Act 2003 gives a right for a short time after the terms of this contract have been disclosed to you to cancel any Direct Debit Arrangement that you have agreed to with Venus 2017.
- 14.2 If you want to cancel a Direct Debit Arrangement you must give written notice to Venus 2017. You must pay the cash price of the Services within 15 Working Days of the day you give notice.
- 14.4 If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 3 Working Days after you receive the documents.
- 14.5 If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 5 Working Days after the electronic communication is sent.
- 14.6 If the disclosure documents are mailed to you, you must give the notice within 7 Working Days after they were posted.
- 14.7 If you cancel a Direct Debit Arrangement then Venus 2017 can charge you:
- (a) The amount of any reasonable expenses Venus 2017 had to pay in connection with the Direct Debit Arrangement and its cancellation (including legal fees and fees for credit reports, etc); and
- (b) Interest for the period from the day you received the Services until the day you either pay the cash price for the property or services or return the property to Venus 2017.

14.8 This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in anyway, you should seek legal advice immediately.

15.9 Should it appear that one or more stipulations in these Terms are not legally valid, all other stipulations remain fully in force. In that case, other stipulations will be substituted in lieu of such invalid stipulations, which will come closest possible to the intention of the parties and the intended economic results, in an effective lawful manner.

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

15 General

15.1 Venus 2017 reserves the right to review these Terms and conditions at any time. If, following any such review, there is to be any change to these Terms and conditions, then that change will take effect from the date on which Venus 2017 notifies the Customer of such change.

15.2 These Terms and the terms of any other notices or instructions given to you under these Terms supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and Venus 2017 relating to the Services and the other matters dealt with in these Terms.

15.3 If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

15.4 Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

15.5 You may not assign or transfer any rights to any other person without Venus 2017's prior written consent which we may withhold in our sole discretion.

15.6 Should you be in the personal developing, life coaching or business coaching category you confirm that you have formal qualifications and professional indemnity insurance to the value of \$1 million.

15.7 As a member of the Venus community you agree to adhere to our values. The values outlined below set the standard for how we will treat/interact with one another.

- Integrity – we practice honest, open communication in order to build trusting relationships.
- Empathy – we recognise and respect one another for both our similarities and our differences.
- Collaboration – as a community we actively look at ways we can work together towards mutually successful business relationships.
- Growth – we commit to investing in our own personal and professional development to achieve success in our businesses, and our community as a whole.
- Commitment – as a Venus member we commit to ourselves, our businesses, and the Venus community. Failure to meet this commitment could see a membership terminated.

15.8 These Terms are governed by the laws of New Zealand and you submit to the jurisdiction of the Courts of New Zealand in the event of any dispute arising out of or in connection with these Terms.