

Terms of Trade

NEGLIGENCE RESOLUTIONS LIMITED

Terms of Trade

Welcome

We are Negligence Resolutions Limited, company number 6830554 (**we** or **us**).

We operate a business model which assists you:

- if you're considering a claim against a professional (whether that be a lawyer, accountant, plumber, architect or any other profession in respect of which professional indemnity insurance can be obtained), by connecting you with a lawyer that is willing to help you pursue a professional negligence claim; or
- if you're a lawyer, by connecting you with an individual who is looking for assistance in connection with a professional negligence claim.

Our website, <https://negligenceresolutions.com> (**website**), is owned and operated by us, and designed to be used if you're looking to pursue a claim for professional negligence.

We offer our website to you to use, conditional upon your acceptance of all of our terms, policies, and notices stated here.

You agree to be bound by the following terms and conditions which enable us to provide our services to you (**Terms**). Please note that we reference additional policies in our Terms below (such as our Privacy Policy that you can find on our website and all such Terms apply to all users of our website. Whether you are thinking about pursuing a professional negligence claim, you are a lawyer, or you are a content contributor, market researcher or otherwise, you agree to be bound by our Terms.

You may not access this website or use our services if you do not agree to all of our Terms or other policies. Accordingly, please read these Terms carefully before accessing or using our website. In effect, by accessing any part of our website (which we offer) you agree to be bound by, and accept, our Terms.

From time to time, we will update these Terms in order to reflect any new features that we offer. Please take the time to review our Terms frequently, as it is your responsibility to keep abreast of such changes. By continuing to use our website following changes made to our Terms, you are accepting these changes to our Terms.

If you are a lawyer registered with us then our arrangements with you are governed by the terms of the services agreement we have entered into with you, and not these terms.

1. General

- 1.1 We agree to co-operate with you, and to act in good faith and be honest in our dealings with you.
- 1.2 We focus our services on providing workable solutions to you through introductions to law firms, in order to enable you to access comprehensive and competent legal advice.
- 1.3 We are not, in performing our services, providing any legal services to you.
- 1.4 We neither warrant nor guarantee the outcome of any claim that you enquire about or choose to pursue.
- 1.5 We make no endorsement or recommendation of the law firm which we connect you with.

- 1.6 We accept no responsibility for any damages or losses that may arise as a result of the law firm's relationship with you, or in acting for you in respect of any matter.
- 1.7 We reserve the right to refuse our services to anyone, for any reason and at any time.
- 1.8 You understand that as a result of using our services, your information will be transferred, in a form that is not coded to prevent unauthorised use, and may be:
- 1.8.1 transmitted via and over different networks; and
 - 1.8.2 changed as a result of technical requirements in order to connect networks or devices.
- 1.9 By using our services, you agree not to:
- 1.9.1 reproduce;
 - 1.9.2 copy;
 - 1.9.3 duplicate;
 - 1.9.4 sell;
 - 1.9.5 resell; or
 - 1.9.6 exploit,
- any of our written materials, know-how or other intellectual property without our express written permission.
- 1.10 In addition, you must not use our services for any:
- 1.10.1 illegal purpose, or in a manner that breaches any law (including but not limited to fair trading and copyright law); or
 - 1.10.2 unauthorised purpose.
- 1.11 As a matter of interpretation, please note that the headings used in these Terms are for convenience only. Headings have no effect on the interpretation of these Terms.

2. If you make an enquiry

- 2.1 If you make an enquiry through our website in respect of a potential claim of professional negligence to be brought against a professional by you, we will initially ask you for some personal information so that we can seek to contact you (by email or otherwise) to confirm your existence. We will contact you by email to verify your email address and by SMS text message to confirm your cellphone number. Please see our Privacy Policy for further details on how we handle your personal information on our website. After this, we may enable you to create an account with us on the website and offer you a username and password (and when you receive your username and temporary password you will be instructed to change the password - you must do so to access that account). You agree to treat your password as confidential, and you agree not to use a password which is obvious or easy to guess or determine. At this stage, we will also send you a brochure containing more information relating to our services. Before your registration is complete you must agree to certain terms and conditions as laid out on the website form at the time.
- 2.2 If you decide to proceed further with our services, you can log in to our website and provide further information regarding your potential claim being the names of the relevant parties involved (which together with the personal information you have provided about yourself, is referred to hereafter as, the **Initial Information**).

- 2.3 You agree to furnish us with Initial Information in order to access our services, and we will provide this Initial Information to a law firm to enable that firm to undertake all necessary conflict checks (this will occur automatically after you submit the Initial Information to us). You acknowledge that you provide the Initial Information at your own option, though if you do not provide it, we may be unable to provide any services to you.
- 2.4 We agree that we will hold this Initial Information in strict accordance with our Privacy Policy. However, once we pass Initial Information to one or more law firms, that information and the law firm's use of that information becomes subject to their confidentiality obligations, terms of use and privacy policy and we have no responsibility for, nor control over, their use of such information.
- 2.5 We cannot guarantee, that any of the law firms that receive the Initial Information will be able or willing to represent you.
- 2.6 Please also note that while we will make best efforts to respond to any enquiries you send us, we are under no obligation to so respond.
- 2.7 You are solely responsible for the factual accuracy or otherwise of any information that you send us, and any consequential losses flowing from any errors or omissions in such information.
- 2.8 You acknowledge that law firms are paying us an annual administrative fee of \$1,300 USD in consideration for us operating and maintaining our website.
- 2.9 If a law firm that has received your Initial Information is the first law firm to advise us that it is willing to act for you, we will advise you of this within a reasonable timeframe and pass you their contact details. You will be notified by email that a law firm is willing to act for you and you will need to login to our website to obtain their details.
- 2.10 You are under no obligation to either engage this law firm or use its services.
- 2.11 If you do wish to engage such a law firm and use its services, you will need to contact the law firm directly.
- 2.12 The law firm has agreed with us that it will offer you a one hour initial consultation free of charge, and at a time and place to be agreed by you (**Initial Consultation**). You should confirm this arrangement with the law firm before proceeding.

3. **If you proceed to Initial Consultation**

- 3.1 The law firm has agreed with us that during your Initial Consultation:
- 3.1.1 you will meet with the law firm to discuss the matter at hand; and
 - 3.1.2 together with the law firm you will mutually decide if there is a claim that is worth pursuing, or worth further investigation or review.
- 3.2 Following your Initial Consultation, the law firm will let us know what you mutually decided and you hereby consent to them doing so.
- 3.3 In the event that you mutually decided that further investigation is appropriate, you will proceed to a review (**Review**).

4. **If you proceed to Review**

- 4.1 If you proceed to Review, the law firm has agreed with us that it will offer to provide you with the Review for a fee that is fair and reasonable in all the circumstances, as agreed between you and the law firm directly. The law firm is responsible for compliance with all laws and

regulations in the provision of legal services to you, and to provide you with its terms of engagement and any other documentation that is required by law or regulation.

- 4.2 The law firm has agreed with us that in performing its obligations in respect of the Review, it will provide to you a legal opinion outlining the following:
- 4.2.1 the identified legal claim;
 - 4.2.2 the legal options available to you;
 - 4.2.3 an evaluation of the legal options available to you (including the likelihood of success and possible damages);
 - 4.2.4 the law firm's opinion in relation to the best course of action in relation to the matter at hand; and
 - 4.2.5 the steps the law firm will take should you wish to proceed with the matter.
- 4.3 Once you have had a chance to consider the legal opinion, the law firm has agreed that it will meet with you to jointly determine whether to pursue a claim in connection with the matter (**Claim**).

5. If you proceed to make a Claim

- 5.1 If you decide to make a Claim and the law firm agrees to progress the Claim with you, the law firm has agreed with us that it will offer to act for you on a conditional or contingency basis, subject to the laws of its jurisdiction permitting it to do so. This means "no win, no fee". The precise terms of this arrangement will be agreed between you and the lawyer or law firm.
- 5.2 Once your Claim has been settled or determined, you agree to pay us the fee as set out in clause 9.
- 5.3 We are not liable to you, and accept no responsibility in respect of a Claim, for:
- 5.3.1 compliance with any laws or regulations in the provision of legal services to you;
 - 5.3.2 providing a terms of engagement or any client care or other documentation required by law or regulation (as the law firm is responsible for furnishing you with such documentation); or
 - 5.3.3 the progress or outcome of your matter.

6. Confidentiality

- 6.1 We shall treat, and shall ensure any of our employees, agents, representatives, or any subcontractors treat, all information relating to you or your professional negligence claim (of which we become aware of by virtue of our relationship with you) in strict confidence (**Confidential Information**), with the exception of disclosing such information to the law firm(s) who we will seek to connect you with.
- 6.2 You consent to the law firm advising us as to if and when you proceed to an Initial Consultation and to otherwise keep us reasonably informed of the progress of any Claim (but only in a manner that does not waive any professional privilege that exists between you and the law firm).
- 6.3 Please see our Privacy Policy for further details about how we collect and treat the information you give us on our website.

7. Warranties

- 7.1 By using our services and our website, you agree to abide by these Terms and our Privacy Policy.
- 7.2 We are not liable, and provide neither warranties nor guarantees in respect of, any act or omission of a law firm we connect you with or any legal advice provided by a law firm. We do not warrant the competency, skills or qualifications of the law firm that we connect you with, nor of any of their lawyers or other staff, and we make no warranties as to the standard of their services to you.
- 7.3 You agree that your breach of these Terms or our Privacy Policy may give rise to enforceable rights exercisable by us against you. If you breach these Terms or our Privacy Policy, we reserve the right to immediately terminate our services to you.
- 7.4 To the fullest extent possible, you indemnify us against all costs, claims, demands, expenses and liabilities of whatsoever nature, including without prejudice to the generality of the foregoing, damage to property and consequential loss, which may be made against us or which we may sustain, pay or incur as a result of or in connection with:
- 7.4.1 our services to you or these Terms;
 - 7.4.2 an initial introduction to a law firm or law firms; or
 - 7.4.3 the provision (or non-provision) of any Initial Consultation, Review, or Claim,
- unless such cost, claim, demand, expense or liability shall be directly and solely attributable to our gross negligence.
- 7.5 In addition, we cannot warrant that the results obtainable from the use of our services will be accurate or reliable. Accordingly, you understand and agree that your use of (or inability to use) our services is at your own risk.
- 7.6 To the maximum extent permitted by law, we provide our services to you “as is” without any representation, warranty, or condition of (whether express or implied):
- 7.6.1 reasonable care and skill;
 - 7.6.2 fitness for a particular purpose;
 - 7.6.3 time of completion;
 - 7.6.4 suitability for your particular needs; or
 - 7.6.5 non-infringement of or compliance with any law or regulation.
- 7.7 We shall not be liable to you for any delay or non-performance of our obligations to the extent that such delay or non-performance is caused by an event or circumstance which is outside our reasonable control.
- 7.8 Neither we, nor our directors, officers, affiliates, agents, suppliers, licensors, service providers, employees, or contractors are liable to you for any:
- 7.8.1 injury or loss; or
 - 7.8.2 direct, indirect, incidental, punitive, special, or consequential damages,
- of any kind including, without limitation, lost profits, revenue, savings, or data (or any replacement costs) or any similar damages, whether based in contract, tort (including

negligence), strict liability or otherwise, arising from your use of our products or services (including any errors or omissions, or any content posted, transmitted, or otherwise made available).

- 7.9 Given that the law of some countries does not allow such an exclusion or limitation of liability for consequential or incidental damages, in such countries our liability shall be limited to the maximum extent permitted by law.
- 7.10 Where we are found liable to you despite provisions in these Terms excluding our liability, our maximum aggregate liability to you will be limited to \$500 USD.

8. Website

- 8.1 When you make an enquiry with us, this is an expression of interest in our services in accordance with these Terms.
- 8.2 While we make every effort to connect you with a law firm in order to give you an Initial Consultation, we cannot guarantee that we will be able to, in any event, so connect you with a law firm.
- 8.3 We do not guarantee that this website will be available at all times, and you agree that we will not be liable to you for any unavailability of this website at any given time.
- 8.4 By using our website online, you represent that you are the age of majority in your country of residence.
- 8.5 You must not transmit any worms, malware, viruses or any code of a destructive nature.
- 8.6 We cannot warrant, guarantee, or represent that your use of our services including our website will be secure, timely, or error free.
- 8.7 While we take all reasonable steps to ensure the safety of this website, we do not warrant or represent that this website is or will be free or secure from viruses or other malicious code.
- 8.8 We take no responsibility in the event if information available on our website is not accurate, complete, or up-to-date. You agree that the material provided on our website or in the course of our business is general only, and should not be relied upon as the only basis when making decisions without consultation or more timely sources of information. Please note that this means that any reliance on our website and other materials is at your own risk.
- 8.9 Further, as our website may contain historical information:
- 8.9.1 such information may not be current; and
- 8.9.2 we provide this for reference only.
- 8.10 We may modify our website and other materials from time to time, but please note that it is your responsibility to keep up to date in connection with any changes to our website and materials.

9. Fees

- 9.1 Once your Claim has been settled or determined, you agree that you will pay to us an administrative fee of 2.5% of the gross amount payable to you in connection with the settlement or determination of the Claim. This administrative fee is to be paid to us and is separate and unrelated to any fee or costs that you pay to the law firm. An example of this fee is 2.5% of your applicable settlement payment (before deduction of a law firm's fees or any other costs or matters). The law firm may charge you this amount as a disbursement and collect it from you on our behalf.

- 9.2 You must notify us of the gross amount payable to you in connection with the settlement or determination of the Claim within 2 working days of it becoming known, and you authorise and consent to the law firm providing us with this information directly. We will provide you (or the law firm) with an invoice for the fee. You must pay the fee to us within five working days after the date on which payment is due to you in respect of the settlement or determination of any Claim.
- 9.3 You are not entitled to make any deduction from any invoice issued by us in accordance with this clause 9, including in respect of any set-off or counterclaim or to withhold any payment, unless with our prior written approval.
- 9.4 Unless otherwise stated any charges or amounts specified in this document exclude goods and services tax payable pursuant to the Goods and Services Tax Act 1985 (or the equivalent tax in any other jurisdiction) (**Sales Tax**). If Sales Tax is payable by us on a supply that is made under, or by reference to, or in connection with this document, then you must also pay us (at the same time as the Sales Tax exclusive consideration for the supply) the applicable Sales Tax amount (being an amount equal to the Sales Tax exclusive consideration multiplied by the prevailing rate of Sales Tax) provided that we have provided you with a valid tax invoice.

10. Termination

- 10.1 If at any time you wish to end your association with us, you may do so by advising us in writing.
- 10.2 If you wish to end your association with a law firm that we have connected you with, you will need to contact that law firm directly. Please note that any terms of engagement, agreements or other contractual arrangements that you enter into with a law firm are between you and that law firm, and we are not a party to those agreements or understandings.
- 10.3 Any obligation to pay any fee (including as specified at clause 9) will survive the termination of your association with us, along with such terms as are necessary to ensure the orderly payment of that fee.
- 10.4 We reserve the right to adapt, modify, or cease to provide our services (or any part or content thereof) without notice at any time.
- 10.5 Any modification, price change, or suspension in connection with, or discontinuation of, our services does not give rise to any cause of action against us by you in any circumstances. That said, we will use all reasonable assistance to achieve our primary purpose, being to provide workable solutions to you through successful introductions to law firms.

11. Miscellaneous

- 11.1 Any offer for services made on our website is void if that offer is prohibited by law.
- 11.2 Given that we may, from time to time, release new offerings in relation to our services, such new services shall also be subject to these Terms.
- 11.3 We are unable to guarantee that the quality of any of our services, information, or other material purchased or viewed by you will meet your expectations.

12. Third parties

- 12.1 We may use other third party service providers to facilitate our services to you, including (for example) management of our website or sending you communications. We may also, on occasion and at our discretion, link to or reference the websites of third party providers. This means that some of our services might from time to time include materials from third parties.

- 13.2 Your use of the third party materials is at your own risk, and you should ensure that you are familiar with the terms and policies relevant to the provision of tools by the relevant third-party provider(s).

13. **We may**

- 13.1 We may make typographical errors from time to time on our website or in our materials that relate to (for example only) our services or availability.
- 13.2 We reserve the right to change or update information accordingly, correct any errors, or cancel enquiry if any information is inaccurate, without prior notice after you have submitted your enquiry. Except as required by law, we undertake no obligation to update, amend, or clarify such information (including without limitation pricing information). This means that no specified update date should be taken to indicate that all information has been modified or updated.

14. **You must not**

- 14.1 You are prohibited from using this website or its content to (**Prohibited Uses**):
- 14.1.1 infringe upon or violate intellectual property rights or the intellectual property of others;
 - 14.1.2 submit false or misleading information;
 - 14.1.3 violate any national, international, federal, provincial, or member state regulations, rules, laws, or local regulations;
 - 14.1.4 achieve any obscene or immoral purpose;
 - 14.1.5 solicit others to participate in an unlawful act;
 - 14.1.6 discriminate based on any of the prohibited grounds under the Human Rights Act 1993;
 - 14.1.7 harass, abuse, insult, harm, defame, intimidate, or disparage;
 - 14.1.8 upload to or website or transmit viruses or any other type of malicious software or other code that will or could be used in any way affecting the functionality or operation of our service or of any related website, other websites, or the Internet including interfering with the security features of our website; or
 - 14.1.9 spam, pretext, phish or pharm.
- 14.2 We may with immediate effect terminate your use of our services, or any website (or related website), if you violate or threaten to violate any of the prohibited uses.

15. **Personal Information**

- 15.1 Please note that any Personal Information you give us is governed by our Privacy Policy. To view our Privacy Policy, please visit our website. In particular, we draw your attention to the fact that:
- 15.1.1 some of the hyperlinks on our website may direct you to a new website that is neither owned nor controlled by us. We have no control over, nor responsibility for, the privacy policies of other websites. This means that we give you access to third party service providers but do not make any warranties or representations in respect of the actions of such providers. In no circumstances will we be liable to you as a result of or relating to your use of such third-party websites or providers; and

- 15.1.2 we cannot assess or evaluate the accuracy or otherwise of any third party materials, products, or services. As a result, we accept no liability for harm or damages flowing from or relating to the purchase or use of goods, services, content, or other transactions made in connection with a third party website. This means that any complaints or concerns about third parties should be directed to that party.

16. Intellectual Property

- 16.1 We own or license all intellectual property rights in this website and all content contained on it, including (but not limited to) all product and brand names, logos, trade marks, designs, artwork, visual effects, graphics and source code.
- 16.2 Any use of the intellectual property contained on this website, including the copying or downloading of information for commercial purposes, is strictly prohibited and will constitute a breach of these Terms.

17. Indemnity

- 17.1 You will indemnify, defend and hold harmless us and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, employees and suppliers from any claim or demand (including legal fees) made by any third party due to or arising out of your breach of these Terms.
- 17.2 This includes any claim or demand (including legal fees) made by any third party due to or arising out of your breach of the documents these Terms incorporate by reference, or your breach of any law or the rights of a third party.

18. Severability

If any clause in these Terms is deemed to be unlawful, void or unenforceable, such a clause shall still be enforceable to the maximum extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Please note that this means that any such outcome shall not affect the validity or enforceability of any other remaining clauses.

19. Changes to Terms of Trade

- 19.1 Please note that you can access and view our up to date Terms at any time on our website.
- 19.2 Your continued use of or access to this website following the posting of any changes to these Terms constitutes acceptance of those changes.

20. Entire Agreement

- 20.1 You agree that these Terms and our policies and operating rules constitute the entire understanding between you and us. Such documents govern your use of our products and services, and take over any prior or contemporaneous agreements, communications and proposals (whether verbal or written) between you and us.

21. Governing Law

- 21.1 Though you may choose to access our website or our services from any country, in the event of any dispute arising in relation to our services under these Terms shall be governed by, and construed in accordance with, the laws of New Zealand.

21.2 You and we submit to the exclusive jurisdiction of the courts of New Zealand in relation to any dispute, claim or legal matter arising as a result of, or in regards to, and your use of these Terms.

22. **Contact Us**

22.1 If you have any questions, please do not hesitate to contact us at support@negligenceresolutions.com