KINDRIK TEMPLATE TERMS OF USE

1 APPLICATION OF TERMS

1.1 You may access and use the Templates for your own lawful business purposes in accordance with these Terms. These Terms apply whenever you access or use the Templates.

1.2 If you access or use a Template:

a you agree to these Terms; and

b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.

1.3 If you do not agree to these Terms, you are not authorised to access and use the Templates, and you must immediately stop doing so.

2 CHANGES

2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By accessing the Templates at the Website at any time following the change to these Terms, you agree to be bound by the changed Terms.

2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.

2.3 We may change, modify or remove the Templates at any time without notice or liability to you. Some changes may be to reflect matters of law. Therefore, we encourage you to check back regularly to confirm that you are using the latest version of each Template.

2.4 These Terms were last updated on **16 November 2026**.

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3 INTERPRETATION

In these Terms:

Derived Document includes:

- a copy of a Template;
- a copy of a Template with Placeholder Text completed;
- a modified version of a Template;
- a new work that contains a material part of a Template;
- a compilation of works that includes a Template or a material part of a Template; and
- any of the above made on your behalf, including by your legal services provider.

including and similar words do not imply any limit.

Kindrik Partners, **we**, **us** or **our** means the New Zealand incorporated law firm Kindrik Partners Limited, trading as Kindrik Partners, including any successor partnership or incorporated law firm or, where a Template has been provided by a Participating Law Firm, both us and that Participating Law Firm.

legal services provider includes lawyers, conveyancers and patent and trade mark attorneys in private practice, but does not include in-house lawyers providing legal advice to their employers.

legal services has the meaning given in the New Zealand Lawyers and Conveyancers Act 2006, and includes equivalent services in any other jurisdiction and professional services provided by patent or trade mark attorney.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.

Participating Law Firm means a law firm that provides us with one or more Templates.

person includes a legal partnership (whether incorporated or not).

personal information means information about an identifiable, living person.

Placeholder Text means text in a Template in [*square brackets*] around black/italics text that indicates that requested details need to be inserted.

Template means a template document made available on the Website.

Terms means these terms and conditions titled Website Terms of Use.

Underlying System means any network, system, software, data or material that underlies or is

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connected to the Website.

Website means www.kindrik.co.nz or www.kindrik.sg.

You or **your** means you or, if clause 1.2b applies, both you and the other person on whose behalf you are acting.

1 USE OF TEMPLATES

1.1 There is no charge for use of the Templates in accordance with these Terms.

1.2 You must use the Templates or Derived Documents solely for lawful purposes and:

a if you are not a legal services provider, for your own internal business purposes, including for documenting transactions between you and third parties or providing any Template or Derived Document to a legal services provider of your choice to:

i obtain legal advice relating to the Template or Derived Document; or

ii to modify for your use in accordance with these Terms. You must, when doing so, inform your legal services provider that the Template or Derived Document has been obtained from us and provide your legal services provider with a copy of these Terms (or direct them to these Terms on our Website). You must procure your legal services provider to not use the Template or Derived Document other than as permitted under these Terms; or

b if you are a legal services provider, for the purpose of making Templates and Derived Documents available to your clients as part of the provision of legal advice, for the internal business purposes of your clients (including for documenting transactions between those clients and third parties).

1.3 You:

a may view, copy, modify or adapt a Template, and make Templates and Derived Documents available to third parties (including, in the case of a legal services provider, providing legal advice to your clients), subject to your compliance with these Terms; and

b must remove all proprietary notices and all references to us if you modify the Templates, other than by the completion of Placeholder Text and the selection of options provided in the Templates.

1.4 You must not:

a sell, sublicense, or otherwise deal in or commercialise the Templates or Derived Documents (including charging any person to use the Templates or Derived Documents), except as expressly permitted by these Terms;

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b publish any of the Templates or Derived Documents, or make any of the Templates or Derived Documents available for download on any website, software application or similar service;

c use any Template or Derived Document:

i to train, develop, fine-tune, or operate any artificial intelligence or machine learning system or model;

ii to generate, produce or enable the generation of new, adapted or Derived Documents through automated means; or

iii as part of any dataset, training material or other inputs or prompts for artificial intelligence or machine learning systems or models; or

d provide any Templates or Derived Documents to any person to do any of the things prohibited in 4.4a to c.

2 CONDITION OF AVAILABILITY AND USE

2.1 The Templates are provided for guidance purposes only. The Templates:

a must not be used for non-business purposes (e.g. by consumers); and

b are not intended to replace the need for professional advice. In most cases, a Template will need to be modified to address your specific circumstances. We recommend you seek the help of a qualified lawyer or other appropriate legal services provider if you wish to use any Template.

2.2 By making the Templates available to you:

a we are not providing you with legal services (or other regulated services); and

b we are not your lawyer and you are not our client, unless separately agreed.

3 YOUR OTHER OBLIGATIONS

3.1 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.

3.2 Except as is permitted on the Website, you must obtain our written permission to establish a link to our Templates. If you wish to do so, email your request to support@kindrik.co.nz.

3.3 You acknowledge that failure to comply strictly with these Terms will, despite any Template or Derived Document being available without charge, cause us Loss, including Loss by way of irreparable harm for which damages would be an inadequate remedy.

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4 INTELLECTUAL PROPERTY

4.1 We (and our licensors) own all proprietary and intellectual property rights in the Templates.

4.2 Subject to clause 4.3, you will own the modifications that you make to the Templates (other than modifications that are copies or adaptations of the Templates (in whole or in part)). Despite this, these Terms apply to all Derived Documents.

4.3 If you provide us with ideas, comments or suggestions relating to the Templates or Website (together **feedback**):

a all intellectual property rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and

b we may use or disclose the feedback for any purpose.

5 DISCLAIMERS

5.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:

a any modification or adaptation you make to a Template or Derived Document;

b any Template being unavailable (in whole or in part);

c any Template from a Participating Law Firm;

d any information or content contained in a Template, including any error or omission, or information or content that is out-of-date;

e any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Templates or the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Templates and the Website protects you from this; and

f any site linked from a Template or the Website. Any link in a Template or on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

5.2 The Templates are based on New Zealand law. We make no representation or warranty that the Templates are appropriate or available for use in other countries or that the content satisfies the laws of other countries. You are responsible for ensuring that your access to and use of the Templates is not illegal or prohibited, and for your compliance with applicable local laws.

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6 LIABILITY

6.1 To the maximum extent permitted by law:

a you access and use the Templates and Derived Documents at your own risk;

b any implied conditions or warranties (including any warranties under subparts 1 to 6 of Part 3 of the Contract and Commercial Law Act 2017) are excluded and, to the extent that they cannot be excluded, liability for them is limited to NZD10; and

c we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Templates, Derived Documents, or your access and use of (or inability to access or use) the Templates or Derived Documents. This exclusion applies regardless of whether the liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

6.2 You indemnify us against all Loss we suffer or incur as a direct or indirect result of:

a your failure to comply with these Terms, including any failure of a person who accesses and uses our Templates using your LinkedIn or other login; or

b your use of a Template or Derived Document, including any transaction you enter into using a Template or Derived Document; and

c in the case of legal service providers, any advice, Templates or Derived Documents provided by you to your clients.

6.3 You agree and represent that you are acquiring the Templates for the purposes of trade. The parties agree, to the maximum extent permissible by law, that the New Zealand Consumer Guarantees Act 1993 does not apply to the supply of the Templates or these Terms. The parties agree that it is fair and reasonable that the parties are bound by this Agreement and in particular this clause 6.3.

6.4 Where legislation or rule of law implies a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option, to:

a supplying the relevant Template again; and/or

b NZD10.

7 SUSPENSION AND TERMINATION

7.1 Your rights under these Terms, including your right access and use the Templates and Derived Documents, will terminate automatically on any breach by you of these Terms.

7.2 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and

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without notice, suspend or terminate your access to and use of the Templates and Derived Documents.

7.3 On suspension or termination, you must immediately cease using the Templates and Derived Documents and must not attempt to gain further access.

8 GENERAL

8.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.

8.2 These Terms, and any dispute relating to these Terms, the Templates or Derived Documents, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms, the Templates or Derived Documents.

8.3 For us to waive a right under these Terms, the waiver must be in writing.

8.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 1, 2, 3, 4, 5, 6, 7.3, 8.2, and 12.2, continue in force.

8.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

8.6 These Terms set out everything agreed between us relating to your use of the Templates and Derived Documents and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. You have not relied on any representation, warranty or agreement relating to the subject matter of the Terms that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms. Without limiting the previous sentence, we agree to contract out of sections 9, 12A and 13 of the New Zealand Fair Trading Act 1986.

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