

Welcome to Mission Technius! The below terms and conditions are designed to ensure we have a level playing field for everyone. Please do read it.

Terms of Use

The following document outlines Mission Technius' terms of use. You can also review our Privacy Policy, which outlines our practices towards handling any personal information (as that term is defined in the Privacy Act 1993 (New Zealand) and other applicable privacy laws) that you may provide to us.

In these terms of use, "Mission Technius", "Technius", "we", "our" or "us" means the applicable contracting company set out in clause 18.7 and includes, where appropriate in the context, all of its related companies.

Mission Impact Foundation owns and operates www.missiontechnius.com and www.missiontechnius.co.nz ("Website") and the services offered on the Website and associated mobile applications (collectively, "Service").

1. Acceptance of the Terms

1.1 You are only permitted to access and use the Service if:

- a. you read, understand and agree to these terms of use, together with our Privacy Policy (collectively, "Agreement"); or
- b. if you are under the age of 18, your parent or legal guardian has read, understood and agreed to the Agreement on your behalf.

1.2 By using the Service, you consent to the terms of this Agreement. If a school or similar educational institution, company or other legal entity ("Organisation") has invited you to access and use Technius' Service, Mission Technius may communicate your consent to this Agreement to that Organisation.

1.3 If you do not agree to the terms of this Agreement, you have no right to use the Website or Service and you must stop using them immediately.

2. Amendments to the Terms

2.1 We may amend this Agreement at any time by updating it on the Website. All amendments will be effective immediately upon an update being made. You are responsible for ensuring that you are familiar with the latest Agreement. If we make changes to the Agreement, we will post a notice on the Website, or send you a notice via email. Your continued use of the Service will constitute acceptance of the amended Agreement.

2.2 Any disputes that may arise will be resolved under the terms of the Agreement in place at the time of the dispute.

2.3 This Agreement was last updated on Thursday 2nd September 2021.

3. Access to the Service

3.1 You must access and use the Service solely for the purpose of receiving tech career guidance (the “Purpose”).

3.2 As long as you are complying with all of the terms of this Agreement, we give you permission to access and use the Service for the Purpose. We may change, suspend or discontinue all or any part of the Service at any time. We also may impose limits on certain features or restrict your access to parts or all of the Service without notice or liability.

3.3 You represent to us that:

- a. you are of legal age to form a binding contract; and
- b. all registration information you submit is accurate and truthful.

3.4 If you are accepting this Agreement on behalf of an Organisation, you warrant that you have the authority to bind that Organisation to this Agreement, where:

- a. “you” includes you and that legal entity, and
- b. to the extent your legal entity has a separate written agreement with us, that agreement will define the order of precedence between this Agreement and that separate agreement with respect to that relationship.

3.5 If you are accepting this Agreement as a parent or legal guardian of a user of the Service who is a child under 18, you agree to this Agreement on behalf of that child, and in this Agreement “you” includes, where the context permits, that user.

4. Registration

4.1 Users: if you are a user accessing the Service at the invitation of an Organisation, the following terms apply to you:

- a. You agree that you will not access or use the Service unless you are invited by an Organisation who is authorised to give you access to the Service.

4.2 Administrators: if you are a teacher, employee or other authorised representative or an Organisation who is accessing the Service as an administrator on behalf of an Organisation (“Administrator”), the following terms apply to you:

- a. You represent and warrant that you are acting on behalf of (or have permission from) your Organisation to enter into this Agreement and to use the Service.
- b. You will not permit children under the age of 18 to use the Service in any way unless you have obtained consent from the child’s parent or legal guardian.
- c. Only current employees of the Organisation may use the Service on the Organisation’s behalf. Upon your termination of employment with the Organisation, you must cease using all login details. If at any time you learn a user of the Service claims to be affiliated with your Organisation who is not, in fact, affiliated with your Institution, you will notify us immediately.

4.3 Private Users: If you are an individual accessing the Service for private non-commercial use ("Private User")

- a. You must not permit children under the age of 18 to use the Service in any way unless you have obtained consent from the child's parent or legal guardian (or unless you are the child's parent or legal guardian, in which case you are deemed to provide such consent when you permit the child to use the Service)
- b. If you are under 18 years old, by registering, you promise that your parents or legal guardians have given consent to us and to your Organisation, and that any consent provided to us or the Organisation comes from your parent or legal guardian.

5. Pricing

5.1 This clause 5 applies to you if you are an Organisation or a Private User.

5.2 You must pay us the Fees (defined below) and we may invoice you for access to and/or use of the Service in accordance with this clause 5, unless you are on a free trial ("Free Trial") or in the case of an Organisation, you are on a plan sponsored by Technius' sponsorship partner ("Sponsored Plan"). Sponsored Plans are not available for Private Users.

5.3 If you have purchased the Service directly from us, you must comply with payment terms and the fees for the use of the Service ("Fees") set out on our pricing page. We reserve the right to amend the Fees from time to time. We may suspend or terminate your access to the Service if any payment of Fees becomes overdue.

5.4 All Fees are exclusive of taxes (unless otherwise indicated), and the payer of Fees indemnifies and holds us harmless against any claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest.

5.5 Where any third party charges are imposed in relation to the Service or as a result of any use of the Service, the Fees do not include those charges. You are responsible for any third party charges incurred in the use of the Service.

5.6 Where you use the Service under a Free Trial or a Sponsored Plan:

- a. No Fees are payable by you for your right to access and use the Service during the term of the Free Trial or Sponsored Plan.
- b. Your right to access and use the Service will end at the end of a Sponsored Plan or Free Trial, unless you then subscribe to a paying plan.
- c. Nothing in these Terms requires:
 - i. you, on termination or expiry of a Free Trial or Sponsored Plan, to subscribe to the Service or any other service provided by us; or
 - ii. us, on termination or expiry of a Free Trial or Sponsored Plan, to provide you with access and use of the Service or any other service, unless you have subscribed to the Service under a paying plan.

6. Social Media Features

6.1 We may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain third party services, such as social networks which offer 'Like' or 'Share' functions or similar features ("Third Party Account").

6.2 If you choose to use such features, you grant us permission to access and use your Third Party Account for the purpose of processing your requests. Your use of the Third Party Account is subject to the applicable third party terms.

7. Website and Content

7.1 The Service, software and technology used in the provision of the Service ("Underlying Systems") and the materials displayed or performed on the Website (including but not limited to text, graphics, articles, photographs, images, illustrations — also known as the "Content") are intended solely for personal and non-commercial educational use and may only be used in accordance with the terms of this Agreement.

7.2 The Service, the Underlying Systems and the Content are protected by intellectual property rights, including copyright.

7.3 You must not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever all or any part of the Service, the Underlying Systems, the Content, or third party submissions or other proprietary rights not owned by you:

- a. without the express prior written consent of the respective owners; or
- b. in any way that violates any third party right.

7.4 You may access the Service from home for personal non-commercial educational use only.

7.5 You must not link to the Website without our prior written consent.

8. User Data and Submissions

8.1 You understand that by posting information or content to the Service or otherwise providing Content, materials or information to us or in connection with accessing the Service (collectively, "User Data", which may include any submissions which are intended to be visible to other users ("User Submissions")), you grant to us a perpetual, irrevocable, fully paid-up licence to use and disclose the User Submissions to provide the Service to you and other users.

8.2 We will hold any personal information contained in the User Data and User Submissions in accordance with our current Privacy Policy.

8.3 You also grant each user of the Service a non-exclusive license to use the User Submissions for the permitted purposes of the Service as set out in these terms.

8.4 You acknowledge that we may require access to the User Data and User Submissions to exercise our rights and perform our obligations under this Agreement. You must arrange all consents and

approvals that are necessary for us to access the User Data and User Submissions as described in this clause.

8.5 Furthermore, you understand that we retain the right to reformat, modify, create derivative works of, excerpt, and translate any User Data and User Submissions submitted by you. You understand that all information publicly posted or privately transmitted through the Service is the sole responsibility of the person from which such content originated and that we will not be liable for any errors or omissions in any Content.

8.6 You understand that we cannot guarantee the identity of any other users with whom you may interact with in the course of using the Service. Additionally, we cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content, User Data and User Submissions accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party in connection with accessing the Service.

8.7 We do not guarantee that we will publish any of your User Submissions, and reserve the right to remove User Data and User Submissions from the Service at any time for any reason, including without limitation in connection with claims that your User Data and User Submissions infringe third party intellectual property rights.

8.8 Under no circumstances will we be liable in any way for any Content, User Data or User Submissions, including, but not limited to any loss or damage of any kind incurred in connection with use of or exposure to any Content, User Data or User Submissions posted, emailed, accessed, transmitted, or otherwise made available via the Service.

8.9 While we take standard industry measures to back up all data stored using the Service, including User Data and User Submissions, you agree to keep a separate back-up copy of all data uploaded by you onto the Service.

9. Your Warranties

9.1 You warrant, represent and agree that you will not contribute any Content (including User Data or User Submissions) or otherwise use the Service in a manner that:

- a. infringes or violates the intellectual property rights, privacy rights, or other rights of any third party;
- b. violates any law, statute, ordinance or regulation or which would render us in violation of any applicable laws or regulations;
- c. is harmful, fraudulent, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or otherwise objectionable; or
- d. jeopardises the security of your account in any way, such as allowing someone else access to your account or password.

9.2 We reserve the right to remove any Content, User Data or User Submissions from the Service at any time, for any reason (including, but not limited to, upon receiving claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the Agreement), or for no reason at all.

9.3 You remain solely responsible for all User Data and User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Service, and you warrant that you possess all rights necessary to provide such content to us and to grant us the rights to use such information in connection with the Service.

10. Restrictions

10.1 You are responsible for all of your activity in connection with the Service. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination, suspension or restriction of your right to access or use the Service.

10.2 You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain the login details of any other user.

10.3 Use of the Service to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.

10.4 You must not act in a way, or use, attempt to damage, interfere with or introduce anything (including, without limit, sending or posting spam, introducing any virus, robot, spider, scraper or other automated means to access the Service) that compromises or impairs the functionality of the Service or the Underlying Systems, or impairs the ability of any other user to use the Service.

10.5 You must not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Underlying Systems.

10.6 You may not transfer your account to anyone without our express prior written consent.

10.7 When accessing the Service, you must:

- a. not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- b. correctly identify the sender of all electronic transmissions; and
- c. not attempt to view, access or copy any material or data other than that which you are authorised to access, and to the extent necessary for you to use the Service in accordance with this Agreement.

11. Intellectual Property

11.1 Subject to clause 11.2, title to, and all intellectual property rights in, the Service, the Website and all Underlying Systems is and remains our property (and the property of our licensors). You must not dispute that ownership.

11.2 Title to, and all intellectual property rights in, your User Data and User Submissions remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the User Data and User Submissions for

any purpose in connection with the exercise of our rights and performance of our obligations in accordance with this Agreement.

11.3 You may from time to time provide us with recommendations, contributions or suggestions ("Feedback") in relation to the Service. If you provide us with Feedback, all intellectual property rights in that Feedback will be owned by us.

12. Warranty Disclaimer and Limitation of Liability

12.1 We have no special relationship with or a fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding:

- a. which users gain access to the Service;
- b. what Content you access via the Service;
- c. what effects the Content may have on you;
- d. how you may interpret or use the Content; or
- e. what actions you may take as a result of having been exposed to the Content.

12.2 The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

12.3 We make no representation or warranty that the Content, User Data or User Submissions are appropriate or available for use in all countries, or that the Content, User Data or User Submissions satisfies the laws of all countries. If you choose to access the Service, you do so of your own initiative. You are responsible for ensuring that your access to the Service is not illegal or prohibited, and for your own compliance with applicable local laws.

12.4 You must take your own steps to ensure that the process which you use for accessing the Service does not expose you to the risk of viruses or other forms of interference which may damage your computer system or expose you to credit card fraud. We do not accept responsibility for any loss or damage arising out of or relating to your use of the services of any linked site.

12.5 The Service, Content, Website and any software are provided on an "as is" basis, without warranties of any kind, either express or implied or statutory, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the Service will be uninterrupted or error-free.

12.6 In no event will we, our officers or directors be liable to you or any other party for any direct, indirect, special or other consequential damages arising out of or in connection with:

- a. your use of the Service, Underlying Systems, Website, Content, User Data, User Submissions, or third party materials;
- b. the use or access of or inability to use or access the Service or any Content, User Data or User Submissions available through the Service; or
- c. any interaction with a third party through or in connection with the Service, including other users, whether based in tort, contract, equity or breach of statutory duty – even if we are expressly advised of the possibility of such damages.

In no event will our, our officers or directors' liability to you (in aggregate) for any damages incurred be in excess of the fees you have actually paid to us for use of the Service in the six months prior to your claim.

To the extent that our liability cannot be excluded, you agree our liability will be limited to the maximum extent permitted by law.

13. Registration and Security

13.1 In order to use the Service, you may be required to register with us. You must provide us with accurate, complete, and updated registration information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your account.

13.2 You must not select or use as a username a name of another person with the intent to impersonate that person.

13.3 We reserve the right to refuse registration of or cancel a username in our discretion.

13.4 You are responsible for maintaining the confidentiality of your password.

14. Indemnity

14.1 You indemnify and hold us, our affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and legal fees) from any claim or demand made by any third party due to or arising out of:

- a. your access to the Service, use or misuse of the Service;
- b. your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations); or
- c. the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

15. Third Parties

15.1 The Service may contain links to third party websites that are not owned or controlled by us, and include features that allow you to interact and communicate with third parties.

15.2 When you access third party websites or interact or communicate with third parties through the Service, you do so at your own risk.

15.3 We encourage you to be aware when you leave the Website and to read the terms and privacy policy of each third party website that you visit. We have no control over, and we assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites, or which are posted to or through the Service by other users.

15.4 In addition, we will not and cannot monitor, verify, censor or edit the content of any third party site. Your interactions with organisations and/or individuals found on or through the Service, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organisations and/or individuals.

15.5 If there is a dispute between participants on this site, or between users and any third party, including another user, you understand and agree that we are under no obligation to become involved.

15.6 This Agreement is not intended to confer a benefit on any person who is not a party to this Agreement.

16. Termination

16.1 This Agreement will remain in full force and effect while you use the Service. You may terminate your use of the Service or your account at any time by emailing terms@missiontechnius.com.

16.2 We may suspend or terminate your access to the Service, Website or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture and destruction of all information associated with your membership.

16.3 Upon termination of your account, your right to use the Service, and access the Website, any Content, User Data and User Submissions will immediately cease.

16.4 All provisions of this Agreement (including this section) which, by their nature, should survive termination, will survive termination, including without limitation: ownership provisions, warranty disclaimers, indemnity provisions, and limitations of liability.

17. Disputes

17.1 If you believe another user has acted in breach of this Agreement or you wish to raise any other issue with us, you may contact us at terms@missiontechnius.com noting your complaint and providing information to support your complaint.

17.2 On receiving a complaint, we may, in our absolute discretion, choose:

- a. to take no action;
- b. to annotate, modify or remove any User Data or User Submission of the relevant user;
- c. annotate, modify or remove any User Data or User Submission which relates to your complaint;
- d. restrict, amend, suspend or terminate the access of any user; and/or
- e. take any other action we deem to be reasonably necessary, in our absolute discretion, to resolve the complaint.

17.3 Where we choose to do any of the actions described above, we will notify the user and relevant teacher or Institution.

17.4 Except as set out in this section, we do not provide any assistance, dispute resolution or remedies in the event of a dispute between you and another user or any other person. Your rights and remedies against another user or other person are those at law.

18. Miscellaneous

18.1 The failure of either party to exercise any right provided for in this Agreement will not be deemed a waiver of any further rights.

18.2 We will not be liable for any failure to perform its obligations under this Agreement where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure.

18.3 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

18.4 This Agreement is not assignable, transferable or sub-licensable by you except with our prior written consent. We may transfer, assign or delegate this Agreement and our rights and obligations without consent.

18.5 Both parties agree that this Agreement supersedes all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement between you and us relating to the subject matter of this Agreement.

18.6 No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever.

18.7 The company you are contracting with is stated below. The relationship we have with you in connection with this Agreement is governed and construed in accordance with the laws stated, and is subject to the non-exclusive jurisdiction of the courts New Zealand.