

Parties

1. ExecutiveOne (the **"Provider"**)
2. Customer – A person and/or organisation and/or entity wanting to receive services from the Provider (the **"Customer"**)

Background

1. The Provider is an experienced provider of career related products and services including but not limited to; CV or résumé documents, cover letter/s, profile writing, LinkedIn profile write-ups and interview coaching.
2. The Customer wishes to receive those product/s and/or service/s, which the Customer pays the Provider for (where the Provider accepts to provide them to the Customer).

Agreement

1. The Customer affirms to the Provider they have and will continue to provide accurate, up-to-date and truthful information relating to their affairs.
2. The Customer requests the Provider to provide the products and services they have communicated over and agree or agreed to pay for.
3. The Customer will provide the Provider with information about their own skills.
4. The Customer will provide the Provider with information about their own experience.
5. The Customer holds all responsibility for ensuring accurate transmission of information and ensuring that the products and services are accurate.
6. The Customer represents and warrants the provision of information will not violate any agreement or matter to which the Customer is a party to, or compromise any rights or trust between any other party.
7. The Customer accepts that it may receive electronic communication and marketing updates and general communication/s from the Provider or its associated parties from time to time.
8. The Customer affirms that the nature of the arrangement and receipt of products and/or services is for commercial use.
9. Any "timeframe" provided by the Provider is a rough estimate only and shall not be deemed as binding. The Provider under no circumstance will be bound to act or provide products/services in any specific "timeframe".
10. Following the completion of a document, if any corrections are required the Customer is able to make these corrections themselves to the

document.

11. If the Customer is unable to make those corrections, it will have 5 calendar days from the date of receiving the document to inspect the document and note any and all corrections required. Corrections are not available under any urgent or express service.
12. Corrections must be submitted by e-mail in either a point by point document, or as comments on the document. Only one round or pass of corrections is available within the engagement/price.
13. Corrections are simple fact-based corrections. They do not include other matters, including but not limited to: copy-editing, changes to style, syntax, tone, personalisation, personal taste, refinement to job standards, subjective information, commentary, answering questions, general feedback, differences in opinion, inclusion of new

information, re-purposing documentation, aligning it to other opportunities, etc.

14. As an alternative to the corrections process, the Customer is able to directly edit the document themselves.
15. Products and services purchased must be used within 90 calendar days from date of payment. If they are not used within 90 calendar days, a following 30 calendar day grace period will apply.
16. Following the grace period, the Provider may choose to do any of these: charge an added fee, charge for any difference in pricing, re-price or require the Customer to pay the difference, or require the Customer to forfeit the services.
17. Products and services which are outside of the original scope of works shall be deemed to be extra work and an additional rate or fee will apply at

the discretion of the Provider.

18. Communication or provision of an interested opportunity (for example: job, position, assignment, etc.) for example but not limited to: mentioning an opportunity, providing a link to it, a document for it, etc.) will under no circumstance deem that the Provider will be required to meet the job deadline and/or adjust/target/tailor/purpose the documents relevant to that opportunity.
19. The Provider makes no guarantee over being able to meet any timeframe, completion date and/or deadline. Where it is inferred or communicated that the Provider has done this, this clause will prevail.
20. The Provider may amend, vary or terminate this agreement at its discretion.

21. Should there be any difference in opinion as to the content, tone, language, or any other matter of a written product/service from the Provider to the Customer, the Customer will make such adjustments and/or edits to the documents themselves directly.
22. In the event the Customer fails to attend a scheduled call, interview coaching or interview session/call with the Provider, it will be deemed as forfeiture. Rescheduling will result in additional fee being charged which the Customer must pay before proceeding on the products/services.
23. Turnaround times typically reflect rough non-binding estimates made to the provision of one CV and cover letter. LinkedIn profiles, coaching services, additional/other documents, have an additional turnaround time.
24. Under normal circumstances, as deemed by the Provider, LinkedIn profiles and coaching sessions (as requested and required) will only take place after the provision of a CV and/or cover letter.
25. The Provider has the absolute sole discretion as to the order, timeframe, format, design, language and manner in which products/services will be provided.
26. The Provider will use its sole discretion, expertise and experience to determine the content, language, tone, etc. and any other matter used in the provision of products and/or services.
27. Refunds, transfers and/or exchanges are not available.
28. Online website orders: Despite the above clause, if the Provider (in its sole opinion) wishes to reprice a project or services, or not proceed with an order (even after payment or an online package or discount offered), it may reprice the project or services and offer the new price to the Customer. In such an instance, the Customer can choose to accept it or request a refund if the Customer does not accept the reprice, or, the Provider may invoke cancellation and offer a refund. This does not limit the Provider's ability to charge other fees.
29. The Customer will indemnify the Provider against all losses, penalties, claims, damage, costs and expenses of any kind whatsoever, howsoever caused or arising and, (without limiting the generality of the foregoing) whether caused or arising:
 - a. as a result of the action or negligence of the Provider or otherwise
 - b. out of any default, action or negligence of the Provider (including but not limited to a failure to comply with the terms of this Agreement);
 - c. as a result of any claim by any third party;

- d. any matter suffered or incurred in connection with the provision of any products and/or services.

30. Where the Provider or its associates disclose personal information to parties located outside New Zealand, the Customer expressly agrees to this and acknowledges that they may be located in jurisdictions that may not have comparable data protection laws to those in New Zealand.

31. The Customer affirms that it understands that the intellectual property of the Provider and warrants it will not redistribute property/products/services or any other material of the Provider to any other parties including but not limited to; associates, friends, family, the public, etc. to aid in the job search of others who are not customers of the Provider.

EXECUTIVEONE™

Examples of corrections which may be honoured:

Gerard is a customer of the Provider. In his questionnaire completed to the Provider, he explains that his role at his last employer ended in January 2020. However the Provider notes this as February 2020. He notifies the Provider within 3 calendar days in writing by single email.

Suzanne is a customer of the Provider. In her questionnaire completed to the provider, she explains that she raised the revenue of the company by \$500,000 per annum. However the Provider notes this as raising the gross profit by \$500,000. She notifies the Provider within 3 calendar days in writing by single email.