

TERMS AND CONDITIONS OF SERVICE

The Curiosity Company

Effective Date: June 9 2025

1. Introduction

These Terms and Conditions ("Terms") govern the provision of services by **The Curiosity Company** ("we", "us", "our") to you, the client ("you", "your"). By engaging our services, you agree to be bound by these Terms. If you disagree, you should not use our services.

These Terms apply to all operations in **New Zealand, Australia, and the United Kingdom**, and comply with applicable local consumer and commercial laws, including but not limited to:

- **Privacy Act 2020** (New Zealand)
 - **Australian Consumer Law (ACL)**
 - **UK Consumer Rights Act 2015** and **Data Protection Act 2018**
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2. Definitions

- **Agreement** – an agreement to conduct insights, research, training/mentoring or consultancy work by The Curiosity Company for the client, these terms, any schedule attached to this document and any additional terms agreed in writing and signed by the parties
- **Client** – the purchaser of the services described in this agreement, or any person acting on behalf of and with the authority of that purchaser
- **Confidential Information** – information that is by its nature confidential or that either party ought to know is confidential. This includes information related to either party's business affairs. Confidential information excludes information that is or becomes available in the public domain other than by the fault of either party, information that has been independently developed by the receiving party, and information received by the receiving party from a third party without any obligation of confidentiality.
- **Fees** – the payable amount for the services set out in section 3 of the Agreement.
- **GST** – Goods and Services Tax under the Goods and Services Tax Act 1985.
- **Intellectual Property** - means copyright and all rights conferred under statute, common law or equity relating to inventions (including patents), registered or unregistered trademarks and designs, circuit layouts, data and databases,



confidential information, know-how, and all other rights resulting from intellectual activity.

- **The Curiosity Company** – The Curiosity Company Limited
- **Service** – The provision of services set out in section 3 of the Agreement.
- **Terms** – these general terms and conditions, as may be amended from time to time. These **Terms** replace all or any other agreements previously reached between the parties in relation to the subject matter of the Agreement (unless agreed in writing). In these **Terms**
 - Clauses and Headings are for ease of reference only, and do not affect the interpretation of the agreement
 - Words importing the singular include the plural and vice versa
 - Reference to dollars (\$) is NZD, unless otherwise stated
 - A reference to a party to this Agreement includes that party's permitted assigns
 - A reference to the words 'including' and similar words does not imply any limit
 - No agreement will come into existence until both parties have signed the Agreement and a fully executed copy has been received by The Curiosity Company.

3. Services Provided

As outlined in our proposals, quotes, or project agreements, we provide research, insights, evaluation, mentoring/coaching, teaching and consultancy services to businesses and individuals. Each engagement will be governed by these Terms, in addition to any agreed scope of work.

- Subject to payment of the Fee, The Curiosity Company will supply to the Client and the Client will purchase from The Curiosity Company, the Services, in accordance with these Terms.
- The Curiosity Company will, as part of the Services, provide its final report to the client, unless it has been agreed in writing that a draft report will be issued for review by the Client before delivering the final report.
- If the Client wishes to make changes to the report, it must advise The Curiosity Company of those changes within seven days of the report being provided. All requested changes must be reasonable. The Curiosity Company will discuss with the Client any changes that it does not propose to make in completing the final report.



3b. General Obligations

In providing the Services, The Curiosity Company shall exercise the degree of skill, care and diligence normally expected of professionals providing services similar to the Services.

- The Curiosity Company will use suitably skilled, experienced and qualified personnel to undertake the services
- The Curiosity Company personnel will comply with all applicable environmental, occupational health and safety laws and the Client's then-current safety and other applicable policies and procedures while on the Client's premises.
- The Curiosity Company warrants to the Client that it has full legal capacity and power to enter into the Agreement.

3c. Client Obligations

You agree to:

- Provide The Curiosity Company with accurate, timely, and complete information as reasonably required to perform its services.
- Cooperate with our team responsively and professionally.
- Ensure you have all necessary rights to provide materials, data, or access required for the service.
- Obtain any third-party approvals or clearances required for the project.
- The Client must consult, co-operate and coordinate with The Curiosity Company in relation to health and safety matters.
- If the Services require The Curiosity Company to contact any person for whom the Client holds the details, the Client warrants that it is permitted to provide those contact details to The Curiosity Company for the purposes of its services. If the consent of such a person is required to enable The Curiosity Company to contact the person in connection with the Services or otherwise comply with its obligations under the Agreement, the Client must ensure that it has the consent of that person before providing the contact details to The Curiosity Company. The Client warrants that it has such consents in relation to all contact details that it provides to The Curiosity Company
- The Client warrants to The Curiosity Company that it has full legal capacity and power to enter into the Agreement.
- We are not liable for delays or non-performance resulting from your failure to meet these obligations.



4. Engagement and Fees

- All engagements are confirmed in writing and will detail the scope, deliverables, fees, and timelines.
- Fees may be fixed or hourly, as specified in the agreement.
- All fees are quoted exclusive of applicable taxes unless otherwise stated. GST (NZ/AU) or VAT (UK) will be added where required.
- We reserve the right to revise quoted fees for scope changes or unforeseen complexity, upon consultation with you.
- The Client will pay to The Curiosity Company the Fees and any other amount payable under the Agreement.
- The Client acknowledges that where the Fee is quoted as being an estimate only, the actual price of the Services invoiced by The Curiosity Company and payable by the Client may be higher. The Curiosity Company will use all reasonable endeavours to advise the Client if the price of the Services will exceed the quoted estimate.
- Where the Services are carried out on a time and material charge basis, The Curiosity Company may charge the Client for any incidental goods and/or services purchased from third parties as are provided for in section 5 of the Agreement or otherwise, with prior approval of the Client. The Curiosity Company shall maintain records which clearly identify the costs incurred.
- The Agreement will start when both parties have signed the Agreement and, unless terminated earlier, will end upon completion of the Services or such other date as may be agreed by the parties.
- To professionally complete their due diligence with a new Client, the Client agrees that The Curiosity Company can obtain information about the client from any source, including credit assessment and debt collecting agencies, and the Client consents to those agencies providing The Curiosity Company with such information.

4b. Variation of Request

- The Client may, at any time, request a variation to all or part of the Services by providing written notice to The Curiosity Company.



- Promptly following such a request, the parties will meet to discuss the requested variation. The Curiosity Company will not unreasonably refuse any reasonable variation, provided that the Client pays any additional charges that arise as a result of implementing the variation.
- No requested variation will take effect unless it is agreed in writing between all parties.

5. Payment Terms

- Fee Invoices are payable within **14 days** from the date of issue. Invoices for Koha are payable within **7 days** from the date of issue.
- Late payments may incur interest on the amount owing at the default rate of 2% above the current base lending rate set from time to time by The Curiosity Company's bankers, calculated daily and billed monthly.
- Unless otherwise stated in the Agreement, The Curiosity Company will invoice the **Koha fee** and **60% of the project fees** upon signing the agreement, and the remaining 40% of the project fee upon completion of the fieldwork, to be paid within **14 days** or on **delivery of the presentation** or written report.
- Payment of the amounts due shall be made in full on or before the payment due date specified on each invoice.
- The Client must pay any GST, and any other sales, use or other taxes (other than taxes on The Curiosity Company's net income) that arise or are incurred by The Curiosity Company in relation to the provision of the Services.
- Time for payment is of the essence and, without prejudice to any other rights of The Curiosity Company, if the Client fails to pay any undisputed sum payable pursuant to the Agreement when due, The Curiosity Company may do any or all of the following:
 - Treat the Agreement as repudiated by the Client
 - Until payment in full is made, suspend performance of the Services
 - Add interest to the amount owing at the default rate of 2% above the current base lending rate set from time to time by The Curiosity Company's bankers, calculated daily and billed monthly.
 - You agree to reimburse us for any reasonable costs incurred in recovering overdue payments, including legal and collection fees.



- Receipt of a remittance advice or other negotiable instrument shall not constitute payment until such negotiable instrument is cleared in full.
 - The Client is not entitled to make any deduction from the price of the Services in respect of any set-off or counterclaim or to withhold any payment.
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6. Cancellation Protocols and Fees

You may cancel an engagement or scheduled service by providing written notice to us, subject to the following terms:

- **Notice Period:** Cancellations must be submitted with a minimum of **21 business days'** notice before the scheduled commencement of work or project phase.
- **Cancellation Fees:**
 - If cancellation occurs **more than 21 business days** prior to the start date, no cancellation fee will apply (excluding any non-refundable deposits).
 - If cancellation occurs **between 10 and 21 business days**, we reserve the right to charge up to **25% of the quoted or scheduled fees** and recover any costs already incurred **in full**.
 - If cancellation occurs **between 5 and 9 business days**, we reserve the right to charge up to **50% of the quoted or scheduled fees** and recover any costs already incurred **in full**.
 - If cancellation occurs **within five business days**, we reserve the right to charge up to **100% of the quoted or scheduled fees**.
- **Recurring Services:** For retainer-based or ongoing services, a **30-day written notice** is required to terminate the agreement unless otherwise agreed in writing.
- **Deposits:** Any deposits or upfront payments are **non-refundable** unless explicitly stated otherwise in the agreement.
- **Force Majeure:** If cancellation is due to circumstances beyond your control (e.g., illness, natural disaster), we will review the situation and may waive fees at our discretion.

Cancellations must be submitted in writing to **the project manager and accounts@curiositycompany.co.nz**. We recommend confirming receipt to avoid miscommunication.



7. Disputes

In the event that a dispute or difference between the parties in relation to or arising out of the Agreement cannot be settled by negotiation between the parties, the dispute or difference may, if the parties agree, be referred to mediation to be held in Christchurch in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc in force at the time the dispute is referred to mediation. The parties shall agree on the mediator and if they fail to agree, then a mediator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc, upon the request.

If the dispute is not resolved within 20 working days after the date of referral to mediation, then either party may instigate other proceedings.

8. Intellectual Property

- **Client Materials:** You retain ownership of all materials you provide to us.
- **Our Work Product:** Intellectual property owned or developed by The Curiosity Company before the commencement of the Agreement remains the property of The Curiosity Company.
- Any Intellectual Property created by The Curiosity Company in the course of carrying out the Services, including research and/or survey methodologies and designs, and in any report provided by The Curiosity Company, shall be owned by The Curiosity Company.
- The Curiosity Company grants to the Client an unrestricted, non-exclusive, royalty-free license in perpetuity to copy or use for the Client's internal business purposes only any Intellectual Property owned by The Curiosity Company that is in any report provided by The Curiosity Company to the Client.
- The Curiosity Company does not warrant the suitability of any Intellectual Property licensed to the Client for any purpose other than the Services or any other use stated in the Agreement.
- The Curiosity Company remains the owner of any data and all other information collected by The Curiosity Company, even if it is included in the report provided by The Curiosity Company to the Client. Unless otherwise agreed by the parties, The Curiosity Company is not required to include any of the underlying data or other information collected by The Curiosity Company in its report. The Client may only use the report provided by The Curiosity Company for its internal business purposes only.



- The Curiosity Company confirm that all information, including participant information, will be treated in compliance with the Privacy Act 2020.
 - Upon full payment, you are granted a non-exclusive, non-transferable licence to use the final deliverables for their intended purpose.
 - Custom licensing or ownership arrangements must be agreed in writing.
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9. Confidentiality

Both parties agree to keep confidential any non-public, proprietary, or sensitive information received in connection with the services. This obligation continues for two (2) years after termination of engagement unless otherwise required by law.

- A party (“receiving party”) receiving the Confidential Information of the other party (“disclosing party”) will:
 - only use the Confidential Information of the disclosing party for the purposes of the Agreement and not for any other purpose.
 - not (except with the disclosing party’s prior written approval or where required to do so by law) disclose the Confidential Information to anyone other than its:
 - personnel or related entities who have a need-to-know for the purposes of fulfilling the receiving party’s obligations under the Agreement or to obtain the full intended benefit of the Agreement; and
 - professional advisors, upon obtaining a similar undertaking of confidentiality from such advisors.
 - ensure that its relevant personnel and related entities are made aware of the confidentiality obligations of the receiving party under the Agreement and are bound by a corresponding confidentiality obligation; and
 - on discovery of any breach of this clause 7.1 by the receiving party or any person in possession of Confidential Information of the disclosing party through the receiving party, immediately notify the disclosing party of such breach and co-operate with the disclosing party in every reasonable way to help the disclosing party regain possession of the confidential information and prevent its further unauthorised use or disclosure.
- A party that discloses the other party’s Confidential Information to any other person will be responsible for the acts and omissions of that other person as if they were its own acts and omissions.
- Neither party shall make or permit any public announcement or disclosure of any sort regarding the Agreement without the prior written consent of the other party, provided that this clause does not restrict any disclosure that The Curiosity



Company must make while carrying out the research or surveys contemplated by the Services.

- The receiving party will maintain effective security measures, including at a minimum the same measures as the receiving party uses to protect its own Confidential Information, which in any event must be not less than reasonable measures, to protect all Confidential Information of the disclosing party to which it may have access from unauthorised use, copying and disclosure.
- Each party will on expiry or earlier termination of the Agreement, on demand, deliver to the other party all Confidential Information and any other documents or information owned by the other party and supplied by or obtained from the other party in connection with the Agreement, except where the Agreement contemplates that the receiving party may retain them.
- If any Confidential Information to which clause 8 applies is stored on the systems of the receiving party and so is not capable of being returned, the receiving party must delete that Confidential Information from its systems and backups instead of returning it.
- Confidential Information retained by a receiving party remains subject to the confidentiality obligations of this clause 8.

10. Privacy and Data Protection

We will handle personal information in accordance with applicable privacy laws:

- **New Zealand:** Privacy Act 2020
- **Australia:** Privacy Act 1988
- For the purposes of the Privacy Act 2020, the Client agrees that The Curiosity Company may collect and hold personal information in respect to the Client's staff for the purposes of carrying out the Services, administering the Client's account, The Curiosity Company's own marketing purposes and for any other purposes advised to the person at the time of collection.
- The Client will ensure that it has all relevant consents needed from its staff in order for The Curiosity Company to collect and hold the personal information of such person.
- Any information held by The Curiosity Company about the Client's staff may be accessed and, where incorrect, corrected by the Client or its staff in accordance with the Privacy Act 2020.

This clause 8 does not apply to any personal information of the Client's staff who participate in any research or survey undertaken by The Curiosity Company. In such a case, but without limiting the Client's obligations under clause 3, the



personal information collected will be subject to The Curiosity Company's Privacy Policy.

For more details, see our **Privacy Policy**, available [here](#).

11. Termination & Suspension

- Either party may terminate the Agreement by providing 10 Business Days' written notice to the other party.
- Either party may terminate the Agreement by notice in writing to the other party if the other party:
 - breaches any term or condition of the Agreement and does not remedy that breach within 10 working days of notice of the breach.
 - becomes insolvent, has a receiver appointed, makes or is likely to make an arrangement with its creditors or has a liquidator appointed or is placed under statutory management; or
 - ceases or threatens to cease carry on business.
- The Curiosity Company may terminate the Agreement by notice in writing to the Client if the ownership or effective control of the Client's business is materially altered (other than as a result of amalgamation within the Client's group of companies) or transferred to another person without the consent of The Curiosity Company
- Without limiting its other rights, The Curiosity Company may temporarily suspend the Services if the Client is in breach of the Agreement, provided that such suspension is only until such time as the breach has been remedied by the Client.
- Upon temporary suspension or termination of the Agreement, all amounts outstanding under the Agreement, whether or not due for payment, shall immediately become due and payable.
- Termination of the Agreement shall not prejudice or affect either of the parties' accrued rights or claims and liabilities up to the effective date of termination.
- Clauses which by their nature are intended to survive expiry or termination of the Agreement, including clauses 8, 9, 11, 12, and 13 shall continue in force.
- Any notice given by a party under the Agreement must be delivered to the address details set out in Section 19 of this document

12. Indemnity and Insurance

- The Client indemnifies The Curiosity Company against all costs, claims, demands, expenses and liabilities of any nature, including claims for damage to



property that The Curiosity Company incurs or suffers as a result of the Client's negligence or breach of the Agreement.

- The Curiosity Company will during the term of the Agreement maintain professional indemnity insurance for an amount appropriate to its obligations in carrying out the Services.

13. Limitation of Liability

To the fullest extent permitted by law:

- The Curiosity Company will not be liable to the Client for any indirect or consequential loss, loss of profit, loss of reputation, loss of opportunity, loss of data, loss of savings or any kind of special loss or damage however arising, or for punitive or exemplary damages whatsoever arising out of or in connection with the Agreement;
- If The Curiosity Company is held liable to the Client, whether in contract, tort (including negligence) or otherwise, then its liability is limited to an amount equal to the amount that the Client has paid to The Curiosity Company under the Agreement
- Notwithstanding any other term of the Agreement, The Curiosity Company will not be liable to the Client for any reliance on the outcomes of the Services or the results set out in the reports it has provided to the Client, or any actions taken by the Client as a result of such outcomes and reports.
- The parties agree that where the performance of the Services under the Agreement is a supply for business purposes that the provisions of the Consumer Guarantees Act 1993 do not apply.

14. Subcontracting and Third Parties

We may engage qualified subcontractors or third-party vendors to assist in delivering our services, provided they are subject to equivalent confidentiality and data protection obligations.

15. Warranties and Disclaimers

We warrant that services will be delivered with reasonable care, skill, and diligence consistent with industry standards (Research Association of New Zealand and ESOMAR). Except as expressly stated, all other warranties (express or implied) are excluded to the extent permitted by law.

16. Force Majeure



We are not liable for any failure or delay in performing our obligations due to events beyond our reasonable control, including natural disasters, acts of government, strikes, or cyberattacks.

17. Jurisdiction and Governing Law

These Terms are governed by the laws of the jurisdiction in which the services are delivered:

- **New Zealand:** Governed by the laws of New Zealand
- **Australia:** Governed by the laws of the relevant Australian State or Territory

Disputes will be resolved by negotiation in good faith, and if unresolved, by arbitration or the courts of the respective jurisdiction.

18. Amendments

We reserve the right to update these Terms from time to time. You will be notified of any material changes. Continued use of our services constitutes acceptance of the updated Terms.

19. Contact Us

If you have any questions about these Terms, please contact:

The Curiosity Company
info@curiositycompany.co.nz
+64 22 140 8700

Last Updated: September 11, 2025.

Client Signature of Acceptance

