

## MOCKSEY LIMITED – WEBSITE TERMS OF USE

This website and App (**Site**) is operated by Mocksey Limited (NZBN: 9429050155132 (**we, our** or **us**)). It is available at: mocksey.com and may be available through other addresses or channels (such as the app stores).

### How you consent to these terms of use

If you access and/or use our Site and / or app, you are taken to have agreed to these terms of use (**Terms**). Please read these Terms carefully – if you don't agree to them, then you must cease using our Site immediately.

By using these terms, you acknowledge and accept that Mocksey do not guarantee nor do they suggest that by using the Mocksey app interface you will be guaranteed success with job applications. The app is solely for the purpose of providing coaching ideas and allowing candidates to practise. It is also a vessel for external parties (self-selected by the applicants) to provide coaching advice when requested.

Mocksey does not check advice provided by coaches and as such will not be held liable or responsible for advice given. A decision by a candidate to accept and utilise advice provided by external parties (their coach) is regarded as separate from the service provided by Mocksey as they provide a system and process that this can be shared but not the content itself.

### When we make changes to these terms of use

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

### Privacy

We respect your privacy and understand protecting your personal information is important. Our Privacy Policy (available as an attachment at the end of this policy) sets out how we will collect and handle your personal information.

### Your licence to use our Site and app

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

## Conduct we don't accept

When you use our Site, we expect you to abide by a certain standard of behaviour. You must not do or attempt to do anything that is unlawful, which is prohibited by any laws applicable to our Site, which we would consider inappropriate or which might bring us or our Site into disrepute. This includes:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user of our Site;
- (d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- (e) using our Site to send unsolicited electronic messages; or
- (f) facilitating or assisting a third party to do any of the above acts
- (g) republishing videos, information, images or text without express written consent.

## Competitors are excluded from using our Site

You are prohibited from using our Site, including our Content, in any way that competes with our business.

## Information

Please note that our Content is created in several ways including factual information and for entertainment purposes, is not comprehensive and is for general education purposes only. Our Content is not full career advice, is not legal advice and includes opinions and entertainment including parody videos on what not to do. You cannot rely on it as fact. We use reasonable attempts to ensure the accuracy and completeness of our Content, we provide our Content in good faith, make no representation or warranty in relation to it, and are not liable for any loss arising from reliance on our Content. At the end of a contract (casual or organisational), data will be deleted and will not be accessed by any party (within 6 months of the contract ceasing).

## Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site, all of our Content and any copyright, registered or unregistered designs, patents or trade mark rights and domain names (**Our Intellectual Property**). Your use of our Site and

your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to Our Intellectual Property. You must not:

- (h) copy or use, in whole or in part, any of Our Intellectual Property;
- (i) reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (j) breach any intellectual property rights connected with Our Intellectual Property, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or platform, or creating derivative works from Our Intellectual Property.

## Content you upload

- (k) We encourage you to interact with our Site! You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on our Site. If you make any User Content available on or through our Site, we will do our absolute best via stringent security measures to ensure the privacy of that information (see privacy policy attached). When choosing your coach, we request you choose a trusted party who can login and see your content and provide a review for you. This does not give that party permission to copy or use, in whole or in part, any of your or our Intellectual Property; or to reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of yours or our Intellectual Property to any third party. The coach must adhere to these terms and conditions as their agreement to provide feedback to you.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- (a) you are either the sole and exclusive user of all User Content and you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

## Third party sites

Our Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites.

## What happens if we discontinue our Site

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or our Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

## Our liability is limited

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of Our Intellectual Property and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

## Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

## Terminating these terms

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

## Dealing with a problem

If you would like to give us feedback, please contact us – we appreciate your input. In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by someone with authority to reach a resolution, meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

## If a part of these Terms isn't right

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

## Which laws govern these terms of use

If you are in New Zealand and a consumer of products or services, you may have certain rights and/or remedies under the New Zealand Consumer Guarantees Act 1993. When a guarantee under the Consumer Guarantees Act 1993 is breached, you may be entitled to a range of remedies. For the avoidance of doubt, nothing in these Terms is intended to exclude, restrict or modify a consumer's rights under the New Zealand Consumer Guarantees Act 1993. We do not guarantee that anyone using the Website of App under these terms will be provided or offered a job following use.

Your use of our Site and these Terms are governed by the laws of New Zealand. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New Zealand.

Our Site may be accessed throughout New Zealand and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside New

Zealand. If you access our Site from outside New Zealand, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

**For any questions and notices, please contact us at:**

Mocksey.com; NZBN 9429050155132

Email: pauline@mocksey.com

Website Terms of Use from [LegalVision New Zealand](#).

# Terms for Purchasing Online with MOCKSEY Limited, New Zealand

The following terms and conditions relate to your Credit Card direct debit authority and sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. These terms and conditions are in addition to the terms and conditions of any existing contract with MOCKSEY Limited or the terms and conditions associated with the products and services that relate to your direct debit authority.

## 1. About these Terms and Conditions

Please review the following terms and conditions carefully as they are set out your rights and obligations relating to the MOCKSEY products and services that are available for online purchase via the MOCKSEY website.

In these terms and conditions “we” and “us” mean MOCKSEY Limited Company, New Zealand.

Also attached, are the Direct Debit authority terms, that apply when purchasing subscription-based membership services with recurring payments from Bank Accounts or Credit Cards.

Your placement of an online Order on the MOCKSEY website constitutes your agreement that these terms and conditions apply to the Order, so be certain you understand them before you place your Order. These terms and conditions, together with your Order and terms regarding sharing of videos, constitute the entire Contract between us and you. No other terms and conditions will apply. The Contract cannot be varied unless we and you agree to vary it in writing or by email.

These terms and conditions are subject to change at any time.

## 2. MOCKSEY Software

All Software is licensed to you on the terms and conditions contained in the EULA applicable to the specific product you have purchased. The EULA is shipped with the Software. If you receive or download the Software and do not agree to the terms and conditions contained in the license agreement, please contact us to arrange for the Software to be deactivated and a refund to be processed.

## 3. MOCKSEY business SUPPORT Terms and Conditions

The following terms and conditions apply to all online purchases that include a pricing, support services and availability are subject to change.

**3.1 General:** A MOCKSEY business support membership can be purchased online via invoice or credit card.

MOCKSEY website and app entitlements only apply to the specific MOCKSEY product for which the membership has been purchased. All benefits provided as part of a website and app membership are only available while there is an active, paid-up membership in place.

MOCKSEY website and app can be purchased as either an individual prepaid membership or as an organisational subscription-based membership with a recurring payment plan.

**3.2 Individual (casual) Prepaid Memberships:** A prepaid MOCKSEY membership will commence from the date of purchase and continue for the period requested, expiring following the number of days purchased at the time purchased. Once a membership has commenced it cannot be cancelled and refunds are not provided.

We will provide you with a renewal reminder notice prior to the expiry date of your membership. If you renew your membership, by paying the renewal fee prior to the time you purchased, you will maintain continuity of your membership benefits and usage.

If you do not renew your membership prior to the expiry time on the expiry date, you will lose all data, information, videos, and any other content relating to your account, and will be required to commence a new MOCKSEY membership.

**3.3 Organisational Subscription-based Memberships:** A subscription-based MOCKSEY membership will commence from the date of purchase and will continue until the end of the month after you notify us in writing that you wish to cancel your subscription-based membership, following the period it was purchased for (specifically 12 month terms). A subscription cannot be cancelled until the full timeframe is complete based on the timeframe it was purchased for.

MOCKSEY subscription-based memberships have different timeframes attached depending on the membership choice. If you wish to cancel your subscription-based membership before the end of the period purchased you are still liable and required to pay the balance outstanding for the remainder of the period unless it has been agreed in writing by MOCKSEY due to an error or issue with the site itself.

MOCKSEY subscription-based memberships may be cancelled after the initial 12 month period, by advising us at least 14 days prior to the next scheduled annual recurring payment. Once a recurring payment has been processed we are unable to provide a refund. To cancel your subscription-based membership you should contact MOCKSEY Customer Service via email at [pauline@mocksey.com](mailto:pauline@mocksey.com).

Recurring payments for MOCKSEY subscription-based memberships are processed as follows:

- Annual Subscriptions – on the first working day of the month in which the annual subscription membership originally commenced.

The first payment for your subscription membership will be pro-rated for the remaining days prior to the next recurring payment due date as shown above. See below for a further explanation:

- Annual Subscriptions – the full annual payment will be pro-rated for the remaining days in the current month plus the next 11 months. Subsequent payments will be processed on the 1st day of the next annual period. For example, if you purchase your subscription on the 10th of April, your first payment will cover the 20 days in April plus May through to March. The next payment will be processed on the 1st April for the full annual amount and annually thereafter.

Prices for MOCKSEY subscription-based memberships are subject to change at any time after the initial 12-month period. We will provide you 30 days advance notice of any pricing changes and your date specified in the notice.



In the event that there is a default with any of your recurring payments your membership entitlements will be suspended until payment is made. If outstanding payments are not brought up to date in an acceptable time period, your membership will be cancelled.

MOCKSEY subscription-based memberships are also subject to the Paperless Direct Debit Authority terms if recurring payments are being debited from a Bank Account or the Credit Card Direct Debit Terms and Conditions if recurring payments are being debited from a Credit Card.

**3.4 MOCKSEY Technical Support:** MOCKSEY provides an entitlement to Technical Support for your product and can be accessed via email. This entitlement will be available as long as you have an active MOCKSEY membership for your specific product serial number and all recurring payments for subscription-based memberships are up to date. Emails must come from the account holder.

Availability of Technical Support services may deviate from published support hours due to downtime for systems and server maintenance and observed New Zealand public holidays. You may also experience longer than expected delays in having one of our technical support consultants' answer your query. As technical support demands fluctuate, especially during the end of tax year period, so too will response times.

Additionally, we do not claim to be able to resolve technical issues that are specific to your local hardware or operating environment, including networking or connectivity problems, integration with third-party products or service providers.

#### 4. MOCKSEY Training Terms and Conditions

The following terms and conditions apply to all online purchases that include a training course, seminar, online seminar or online training.

**4.1 Definitions:** 'Business day' means a day except a Saturday, Sunday or public holiday in New Zealand.

'Course' refers to training and events provided by MOCKSEY. They include classroom training, seminars, workshops, online seminars and self-paced learning.

'Credit' refers to monies left on file to the credit of the client which is available as payment, or part payment, for future courses, products and services. Credits are valid for a period of 12 months from date of issue, after which time they will expire. They are valid as payment, or part payment, for purchasing further courses, products and services.

'Refund' refers to return of monies paid in advance for a course booking.

**4.2 Booking Payment and Confirmation:** Course prices are subject to change without notice and will be confirmed at the time of booking, prior to payment being processed. Quoted prices include GST.

Discounts on course fees can only be claimed at the time of booking, prior to payment being made. Discounts will not be offered retrospectively. Multiple discounts cannot be applied to the same transaction.

Bookings will only be confirmed upon receipt of full payment of Course fees. A booking confirmation and tax invoice will be emailed after full payment has been received by MOCKSEY. Please contact us

if you have not received your booking confirmation and tax invoice within one business day of making payment.

**4.3 Course Pre-requisites:** It is important that you fully satisfy any specified pre-requisites prior to undertaking the training, as time is not allocated to covering assumed knowledge during the course.

**4.4 Booking Cancellations and Transfers:** The following policy applies for all booking cancellation requests received by us that involve Classroom Training, Seminars, or Online Seminars:

- 10 or more Business days notice before the course - full Refund provided.
- 5 to 9 Business days notice before the course - Credit is provided for 50% of the original course cost.
- 0 to 4 business days notice before the course – No Refund or Credit is available

The following policy applies for all booking transfer requests received by us that involve Classroom Training, Seminars, or Online Seminars:

- 5 or more business days notice before the course – transfer to an alternative course is allowed with no administration fee charged.
- 1 to 4 business days notice before the course - 50% of the original course price will be credited towards the cost of the alternative course booking.
- No Refund or Credit is available if the transfer request is received on the day of the course or for non-attendance.

Transferring bookings from one person to another is permitted provided you have advised us prior to the commencement of the course, and we have acknowledged receipt of that advice. For online training you must notify MOCKSEY within 30 days of purchase, and prior to logging in.

**4.5 Use of the app:** The following policies apply for all app usage:

- Refunds, Credits are not available for the purchased period once you have logged into the app.
- Sharing of usernames and passwords is strictly prohibited. MOCKSEY reserves the right to immediately terminate access to the app if it reasonably believes that more than one user is accessing the content using the same login details.
- Purchase of the app package allows the purchaser (an individual or organisation) access to the data and content for a period of no longer than the stated timeframe, calculated from the date of enrolment. Login details are set by the user.

**4.6 Course Cancellations by MOCKSEY:** MOCKSEY reserves the right to cancel, in its sole discretion, any particular course. In the event a specific course is cancelled, participants will be contacted by us to arrange a transfer to an alternative course date. Alternatively, a full Refund of the course cost is available upon request.

MOCKSEY assumes no responsibility for non-refundable airline-tickets, accommodation, deposits, or any other expenses incurred due to course cancellations.

**4.7 Copyright:** MOCKSEY material, including all data, content, video or otherwise are protected by copyright, and cannot be used by you, or any other party, without express permission from us.

## 5. Direct Debits From Bank Accounts and Credit Cards

Direct Debit transactions from Bank Accounts and Credit Cards made in respect to MOCKSEY products and services are governed by the Paperless Direct Debit Authority and the Online Credit Card authority terms provided below.

## 6. Limitation of Liability

In no event shall Mocksey Limited be liable for any special, indirect, or consequential damages whatsoever resulting from the loss of use, data, or profits, whether in action of contract, negligence, or other action, arising out of or in connection with the use or performance of the products or services purchased online from us.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. In the event that any of the above limitations or exclusions are held to be unenforceable, MOCKSEY Limited's total liability shall not exceed the amount of the fee you have paid.

## 7. MOCKSEY Limited Privacy Statement

All information provided to us is completely confidential and protected by the MOCKSEY privacy policy which can be viewed within this set of policies.

### Direct Debit From Bank Accounts

#### Paperless Direct Debit Authority

These terms and conditions are in addition to the terms and conditions of any existing contracts with Mocksey Limited or the terms and conditions associated with the products and services that relate to your paperless direct debit authority.

By selecting the Direct Debit from Bank Account payment method you, the Customer, are authorising Mocksey Limited to debit funds from the bank account nominated, all amounts which Mocksey Limited (hereafter referred to as the Initiator) initiate by Direct Debit.

The Customer and Initiator acknowledge and accept that the Bank accepts this paperless instruction/authorities only upon the conditions listed below.

### CONDITIONS OF INSTRUCTION TO ACCEPT PAPERLESS DIRECT DEBITS

#### 1. The Initiator:

(a) Has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice will be provided either:

(i) in writing; or

(ii) by electronic mail where the Customer has provided prior consent to the Initiator.

(b) May, upon the relationship which gave rise to this instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the instruction. Upon receipt of such notice the Bank may terminate this instruction as to future payments by notice in writing to me/us.

## **2. The Customer may:**

At any time, terminate this instruction as to future payments by giving written notice of termination to the Bank and to the Initiator.

Stop payment of any Direct Debit to be initiated under this instruction by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alternation of the Direct Debit back to the Initiator through the Initiator's Banks, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

Request the Bank to reverse any Direct Debits initiated by the Initiator under the Instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the Instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the Instructions.

## **3. The Customer acknowledges that:**

(a) This instruction will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this instruction until actual notice of such event is received by the Bank.

(b) In any event this instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to me/our account.

(c) Any dispute as to the correctness or validity of any amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this instruction. Any other disputes lie between me/us and the Initiator.

(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:

- the accuracy of information about Direct Debits on Bank statements
- any variations between notices given by the Initiator and the amounts of the Direct Debits.

(e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advanced notice correctly nor for the non-receipt or late receipt by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

(f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

#### **4. The Bank may:**

(a) In its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other instruction, cheque or draft properly executed by me/us and given to or drawn on the Bank.

(b) At any time terminate this instruction as to future payments by notice in writing to me/us.

(c) Charge its current fees for this service in force from time to time.

#### **Direct Debit From Credit Cards**

##### **Online Credit Card Direct Debit Terms and Conditions**

The following terms and conditions relate to your Credit Card direct debit authority and sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. These terms and conditions are in addition to the terms and conditions of any existing contract with Mocksey Limited or the terms and conditions associated with the products and services that relate to your direct debit authority.

1. By selecting the Direct Debit from Credit Card payment method you:

- Acknowledge that you are authorised to establish this direct debit authority.
- Understand and accept your commitments and responsibilities under the credit card direct debit terms and conditions set out below.
- Authorise Mocksey Limited to charge your nominated Credit Card for both Periodic Payments for all contracts and/or products and services with recurring charges; and One-Off Payments where Credit Card has been selected as the payment method.

2. Mocksey Limited will arrange for funds to be debited from your nominated Credit Card, as authorised by you, on the direct debit date shown on your invoices.

3. A tax invoice confirming the amount of the payment will be issued to you within 1-3 working days of:

Periodic Payments - the start of a month in which a payment will be made by you.

One Off Payments – your order being accepted and processed.

4. MOCKSEY will advise of any changes to the direct debit arrangements at least 14 days in advance.

5. It is your responsibility to ensure that you have sufficient funds available to cover your payments and that your Credit Card details are correct.

6. In the event that a payment is declined we will make up to two (2) further attempts to process the payment, 3 days after the first or subsequent attempt.

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7. Should a payment default MOCKSEY will notify you by email and, it is your responsibility to organise an alternative payment which should be received by MOCKSEY within five (5) working days of the original due date.
  8. Should a response not be received within the 5 working days allowed, Mocksey Limited may list your payment default with a third party. Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.
  9. MOCKSEY may suspend your account, subscription or membership until any outstanding payments have been made.
  10. You may incur fees or charges imposed by MOCKSEY to cover administration fees for the collection of any defaulting payment under this agreement.
  11. If you believe that there has been an error in debiting your Credit Card you should immediately contact the MOCKSEY Accounts Department by phone on 021506851 or via email at [pauline@mocksey.com](mailto:pauline@mocksey.com) so that we can resolve your query promptly.
  12. If MOCKSEY concludes, as a result of our investigations, that your Credit Card has been incorrectly debited, MOCKSEY will advise you and arrange a refund of the amount due to you. If MOCKSEY concludes that your Credit Card has been debited correctly, we will advise you and provide evidence of our finding.
  13. If you wish to defer or alter any payment arrangements, stop an individual payment item, or cancel a payment authority please contact the MOCKSEY Accounts Department by phone on 03 983 2660 or via email at [pauline@mocksey.com](mailto:pauline@mocksey.com).
  14. Confidentiality - all information provided to MOCKSEY is confidential and protected by the MOCKSEY privacy policy. The policy can be viewed within this set of policies. However, you acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your Credit Card or to investigate an alleged incorrect or wrongful payment.
  15. This Authority permits MOCKSEY to change the amount debited from your Credit Card, with at least 14 days' notice, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits MOCKSEY to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products by you from time to time, with at least 14 days' notice.

## Privacy policy

Under New Zealand legislation, The Privacy Act 2020 makes sure:

- you know what is happening with your personal information
- you know who has your information
- you can make sure your information is correct
- your information is kept safe and secure.

The Privacy Act 2020 controls how organisations can collect, use, share, store and give access to your information.

Mocksey adheres to all New Zealand privacy legislation as we collect personal information from you, including information about your:

- name
- contact information
- computer or network
- interactions with us
- billing or purchase information

We collect your personal information in order to:

- Allow unique login data in setting up an account as well as for reporting statistics regarding user demographics. Any information reported on is done in a generic non-identifying way ensuring your individual data, content, information or otherwise is provided anonymity.
- Ensure payment is made via the Terms and Conditions and Terms for purchasing as above.

Providing some information is optional. There are however parts of the information requested that you would have to provide in order to utilise the app and subsequent services provided by Mocksey. For example if you choose not to enter your email address, we would be unable to provide services due to the inability to set up a user profile as this is a requirement for use.

We keep your information safe by following all security measures possible to avoid hacking or other virus issues, and currently only allowing each user to allocate one coach providing your permission to that person to access this information. All videos recorded by yourself and their content is managed by you, see terms and conditions above regarding expectations of usage. All privacy laws within New Zealand will be adhered to regarding your personal data, videos, content or information shared. This is for the sole purpose of you interacting with the app for reasoning of training in and learning how to improve in job interviews.

Separately, Mocksey staff and their third-party development and technical team may require access to data, information or content to assist with technical issues. Mocksey will otherwise endeavour to keep all content private from any other party unless they specifically requested this of you for a reason specified and you have agreed to that reason.

We keep your information for 1 week post your subscription finishing at which point we securely destroy it by deletion from all servers. It is kept for one week for the sole purpose of remaining available in case you wish to resubscribe.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at [pauline@mocksey.com](mailto:pauline@mocksey.com).