

LawHawk General Terms and Conditions

Updated 23 June 2025



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PLEASE READ THESE GENERAL TERMS CAREFULLY. THEY WERE LAST UPDATED ON 23 JUNE 2025

Welcome to LawHawk. These General Terms are intended to explain LawHawk's obligations to you, and your obligations to LawHawk. Please read them carefully. Text formatted like this is for convenience and emphasis of key terms only and does not form part of these General Terms.

1 These General Terms

- 1.1 Except to the extent agreed otherwise in writing by LawHawk, these General Terms apply to any use of LawHawk Services and apply from the time that you obtain access to LawHawk Services. By using any LawHawk Services you agree to be bound by these General Terms.
- 1.2 If you do not accept these General Terms, do not use LawHawk Services.

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- 1.3 If you use LawHawk Services in any way on behalf of another person you confirm that you have full authority to do. These General Terms will bind the person you are acting on behalf of, and also you personally with the exception (as long as the other person is legally bound) of the obligation to pay for the applicable LawHawk Service.
- 1.4 Capitalised terms are defined in clause 12 below.
- 1.5 If you have any questions about these General Terms, please contact LawHawk at lawhawk@lawhawk.nz.

2 Other LawHawk Terms

- 2.1 Where you are using technology solutions through LawHawk, the LawHawk Technology Licensing Terms apply. You will be taken to have accepted the LawHawk Technology Terms when you use any technology solutions through LawHawk. In the event of any conflict between the LawHawk Technology Licensing Terms and these General Terms, the LawHawk Technology Licensing Terms prevail.

- 2.2 Where LawHawk has agreed to provide any Custom LawHawk Services or provide other specific services to you, additional terms and conditions will be agreed (“**Professional Services Terms**”). In the event of any conflict between such Professional Services Terms and these General Terms, the Professional Services Terms prevail.
- 2.3 LawHawk maintains a privacy policy that sets out the parties’ obligations in respect of Personal Information . You should read that policy at <https://www.lawhawk.nz/terms-conditions>. You will be taken to have accepted that policy when you accept these General Terms.

3 LawHawk Accounts

- 3.1 To set up and keep an account with LawHawk, you must provide LawHawk with true, accurate and complete details of your name, email address, physical address, phone number and any other details LawHawk requires from time to time to enable LawHawk to provide LawHawk Services to you, and to meet and enforce its obligations and rights under these General Terms.

4 Delivery of, and payment for, LawHawk Services

- 4.1 LawHawk’s website and advertising are an invitation to treat. Requesting LawHawk Services constitutes an offer by you in accordance with these General Terms. Acceptance of that offer by LawHawk and formation of a contract only occurs if and when LawHawk confirms its agreement with you, or as otherwise specifically agreed in writing by LawHawk.
- 4.2 LawHawk Services will be delivered to you promptly by means agreed between you and LawHawk or (in the absence of agreement) determined by LawHawk.
- 4.3 If you do not pay any sum on the due date for payment, LawHawk will be entitled (but not obliged) to require you to pay interest on that sum for the period from and including the due date up to the date of actual payment (after as well as before judgment) at a rate of 15% per annum. Interest will accrue daily and must be paid by you on demand. At the end of each calendar month unpaid interest will compound so that it forms part of the unpaid sum on which interest will accrue.

5 Disclaimers, Exclusions and Limitations of Liability

It is important for you to note, understand and be satisfied with what LawHawk and LawHawk Services are, and are not, in the context of the Lawyers and Conveyancers Act 2006 (the “**LCA**”); the approach LawHawk has taken to document and solution development; how LawHawk Services are delivered (in most cases solely over the internet, without personal interaction, as a result of your answers to an automated interview); and the charges you pay for LawHawk Services relative to if you had sought tailored legal advice.

Accordingly, you must note and agree to these General Terms in this clause 5 to the maximum extent permitted by law:

- 5.1 LawHawk is a New Zealand company (separate from its owners, directors and employees). Your relationship is solely with LawHawk, and not with any of its owners, directors or employees. LawHawk is not and does not intend to be a lawyer or a law firm or anything else referred to in section 21 of the LCA (whether or not any of its owners, directors and employees are a lawyer or any of those things). LawHawk is not (and cannot be relied on as) providing legal or other advice.

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- 5.2 In fact, LawHawk is primarily aimed at providing tools to experienced lawyers and contract managers that will assist THEM in providing legal or professional advice to their clients or organisations. The structure and content of the LawHawk Services, interviews, guidance and other materials, and LawHawk's charges, reflect this.
- 5.3 It follows that if you are not an experienced lawyer or contract manager and you want the level of customised service you should expect from an experienced lawyer or contract manager, you should instruct an experienced lawyer or contract manager and pay for that level of service.
- 5.4 LawHawk strongly recommends that you take legal and other professional advice specific to your circumstances, using your LawHawk Services as a basis for more targeted and cost effective advice.

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- 5.5 LawHawk can provide you with introductions to lawyers and other experts who may be able to help you. However:
- (a) it is entirely up to you to decide what further advice you take, and who from;
 - (b) LawHawk is not acting as agent or in any other capacity for or on behalf of any lawyer or other expert;

- (c) you are entirely responsible for all costs and other obligations incurred in obtaining any legal or other advice;
- (d) LawHawk has no responsibility or liability to you beyond delivery of the draft LawHawk Services provided to you directly by LawHawk, including in connection with any additional advice you do or do not take; and
- (e) LawHawk has no responsibility for the adequacy or correctness of any information provided by any lawyers or other advisers which LawHawk passes on to you. This information has been provided by the relevant lawyers or other advisers and has not been independently verified by LawHawk.

5.6 While LawHawk Services attempt to address a greater number of common situations than most document templates or solutions, they are still necessarily general in nature. They are not intended to (and cannot) be comprehensive or guaranteed to be appropriate to, or legally effective in, any particular circumstance, including yours. They should always be carefully checked, and in almost all cases you will need to make at least some further changes to LawHawk Services before they can be finalised and relied on.

5.7 LawHawk Services are intended to get you to an advanced draft document or other information as quickly as possible, so you can (with appropriate professional advice, as required) focus your efforts and resources on customising the final document or information to your particular requirements. They are not intended to create a final document or information, tailored to your particular circumstances.

LawHawk Services are intended to get you to an advanced draft document or other information as quickly as possible, so you can (with appropriate professional advice, as required) focus your efforts and resources on customising the final document or information to your particular requirements. They are not intended to create a final document or information, tailored to your particular circumstances.

5.8 LawHawk Services at any time are as good as LawHawk has been able to make them at that time. LawHawk intends to continue to improve them over time (particularly in response to feedback from you and other customers). However, to the fullest extent allowed by law, LawHawk Services are provided “as is” and LawHawk does not (except to the extent expressly agreed by LawHawk in writing) provide any warranties or guarantees of LawHawk Services, whether express or implied, by statute or otherwise. This does not affect any warranties or guarantees that cannot be excluded as a matter of law (for example under the CGA).

- 5.9 If you are acquiring the Services for the purpose of business, the guarantees implied by the CGA are expressly excluded. In all other circumstances, these General Terms will be interpreted subject to your rights under the CGA. Except to the extent permitted by law, nothing in these General Terms has the effect of contracting out of the CGA or any other law that cannot be excluded.
- 5.10 You should note that it is possible, even likely, given the newness and complexity of the LawHawk Services that:
- (a) LawHawk Services may include inaccuracies or errors and omissions;
 - (b) LawHawk Services may not be up to date with all current requirements or changes to law (or the interpretation of law);
 - (c) the LawHawk view as to what questions (and resulting outcomes) are appropriate and material may reflect a different approach than you or your lawyer would prefer; and
 - (d) LawHawk Services may not otherwise suit your particular requirements.

LawHawk is not liable in respect of any such matters except to the extent expressly set out in this clause 5.

- 5.11 You and your professional advisors must promptly review your LawHawk Services you receive and satisfy yourself that they meet your particular requirements. Any action you take or don't take in reliance on or in relation to LawHawk Services is your responsibility alone.

You and your professional advisors must promptly review your LawHawk Services you receive and satisfy yourself that they meet your particular requirements. Any action you take or don't take in reliance on or in relation to LawHawk Services is your responsibility alone.

- 5.12 While LawHawk has tried to include appropriate guidance in its interviews, the limitations in this clause 5 always apply. In addition, you are responsible for, and LawHawk cannot and does not monitor, the adequacy of your answers and therefore the document or information produced.

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- 5.13 LawHawk is likely to continue to improve LawHawk Services over time, including to fix any errors LawHawk identifies which may have been present in LawHawk Services already delivered to you. LawHawk may advise you of any such changes, but cannot and does not guarantee it will do so. It is your responsibility to check that LawHawk Services are suitable for your requirements at the time you use them.

- 5.14 LawHawk Services are made available to you at LawHawk's discretion. LawHawk may change, restrict, suspend or terminate (in whole or in part) your access to LawHawk Services at any time and for any reason (whether within or beyond LawHawk's control) without notice and without liability to you except to the extent set out in this clause or clause 5.15, and whether or not you are in compliance with these General Terms. In some cases this may be required of LawHawk by its third party service providers. LawHawk will not be responsible for any loss, cost, damage or liability that may arise as a result, and you must ensure that you always have alternative options available to you, such as appointing a lawyer to provide a full legal service.
- 5.15 If LawHawk suspends or terminates access to any LawHawk Service which has already been paid for other than due to your default, LawHawk will on request refund a pro-rata portion of the amount paid (using a 2 year amortisation period for any Custom LawHawk Services you have paid to have automated for your ongoing use).
- 5.16 To the maximum extent permitted by law but subject to clauses 5.18, 5.19 and 5.22, and any rights you have under the CGA, your use of LawHawk Services is at your own risk and LawHawk excludes all liability (in contract, tort (including negligence) or otherwise) which may arise in connection with LawHawk Services.

To the maximum extent permitted by law but subject to clauses 5.18, 5.19 and 5.22, and any rights you have under the CGA, your use of LawHawk Services is at your own risk and LawHawk excludes all liability (in contract, tort (including negligence) or otherwise) which may arise in connection with LawHawk Services.

- 5.17 Without limitation, the limitation set out in clause 5.16 excludes liability for any:
- (a) errors or omissions in LawHawk Services;
 - (b) changes you make to any LawHawk Service;
 - (c) unavailability of LawHawk Services (whether for reasons beyond or within LawHawk's control);
 - (d) damage to your computer from viruses or other interference; and
 - (e) delay or failure in performance for any reason.
- 5.18 If liability under or in connection with these General Terms cannot be excluded but can be limited, to the maximum extent permitted by law:
- (a) LawHawk's liability under and in connection with these General Terms is limited to the amount paid by you for the relevant LawHawk Service the issue relates to, or otherwise to the extent provided for by the CGA if applicable. It follows that LawHawk has no liability to you in respect of any free service;

- (b) LawHawk will not be liable (in contract, tort (including negligence) or otherwise) for any:
 - (i) loss of profits, revenue, business or goodwill;
 - (ii) costs of procuring substitute services;
 - (iii) business interruption; or
 - (iv) indirect, incidental, special or consequential loss, suffered in connection with LawHawk Services even if such loss was reasonably foreseeable; and
- (c) any liability of LawHawk to you for loss or damage of any kind will be reduced to the extent that loss or damage was caused or contributed to by you.

- 5.19 If you are not satisfied with the quality or suitability for your particular circumstances of a LawHawk Service after you have paid for it, LawHawk will refund or reverse all charges for that LawHawk Service if you notify LawHawk (together with an explanation of what was lacking relative to your expectations (to enable future improvement and to allow LawHawk to see if the issue can be remedied to your satisfaction)) within two weeks of receiving access to it. If you do not notify any issues within this period you are deemed to have confirmed your acceptance of the relevant LawHawk Service and any refund will be in LawHawk's discretion.
- 5.20 Your contract is solely with LawHawk, and you have no direct relationship with HotDocs, Cognito Forms or any other supplier to LawHawk (or any of their owners, directors or employees). You will not attempt to bring any action directly against any such person in relation to LawHawk Services.
- 5.21 LawHawk's only obligations are to you. You indemnify LawHawk against any costs or liabilities, including lawyers' fees on an indemnity basis, LawHawk incurs to any third party arising in any way in connection with the use of LawHawk Services by you or anyone you have authorised to use LawHawk Services on your behalf (excluding any fees and charges LawHawk incurs in the ordinary course of providing the LawHawk Services).
- 5.22 Nothing in these General Terms will exclude or limit any liability for fraud or fraudulent misrepresentation or for any other liability which may not be excluded by law.

6 Limits on use of LawHawk Services

- 6.1 Nothing in this clause 6 limits your ownership of Your IP, or your rights to use Your IP in any way outside of the LawHawk Services.
- 6.2 You agree that you will not use LawHawk Services in any way that is illegal or in breach of these General Terms.

- 6.3 LawHawk Services are designed solely for use in New Zealand, under New Zealand law. Without limiting the general disclaimers in clause 5, LawHawk Services should not be used in any other country without taking qualified legal advice in that country to ensure that the access to and use of LawHawk Services is appropriate, legal and effective in that country.

LawHawk Services are designed solely for use in New Zealand, under New Zealand law. Without limiting the general disclaimers in clause 5, LawHawk Services should not be used in any other country without taking qualified legal advice in that country to ensure that the access to and use of LawHawk Services is appropriate, legal and effective in that country.

- 6.4 If you offer online legal services, or documents, templates or services in competition to LawHawk, you are not permitted to access or use any LawHawk Services or other information on this website or other sites maintained by LawHawk without LawHawk's express prior written consent.
- 6.5 In relation to any LawHawk Service you are permitted to download or receive in accordance with these General Terms, you may use that LawHawk Service in relation to a single transaction or end use unless LawHawk has agreed other arrangements in relation to that LawHawk Service. Because LawHawk Services are not intended to be final documents, you may also take advice on, revise and customise that LawHawk Service for that purpose. However, you must not:
- (a) use the LawHawk Service in any way that infringes the Intellectual Property Rights therein;
 - (b) remove or obscure any copyright notices in any LawHawk Service;
 - (c) without LawHawk's prior written consent, disclose, publish, distribute, sell, assign, lease, sub-licence, market, transfer, reuse, copy, modify, reverse engineer, make derivative works based on or exploit any LawHawk Service (including the structure or content of any online interview) or any part of them for any additional transaction or end use or to offer or make available products or services similar to or in competition with LawHawk Services;

- (d) without LawHawk's prior written consent re-sell, sub-licence or otherwise make any LawHawk Service available to any third party except as set out in clause 6.6 and clause 6.7. "Re-selling" a LawHawk Service means any arrangement between you and a third party or third parties whereby you agree to provide a third party or third parties with access to LawHawk Services (or derivations of them) in circumstances where such arrangement is substantially an alternative to each such third party purchasing the LawHawk Services directly from LawHawk. If LawHawk believes you are Re-selling the LawHawk Services it may exercise its general right to terminate or suspend the LawHawk Services to you.
 - (e) use any part of the LawHawk Services other than as is expressly permitted in these General Terms.
- 6.6 For the avoidance of doubt, "Re-selling" does not include a law firm or other advisor using LawHawk Services to provide legal services or advice to a client for one purpose, but would include a law firm or other advisor purchasing a LawHawk Service for use with one client for one purpose and reusing it or a derivation of it for other clients or more than one purpose.
- 6.7 The restrictions in clauses 6.5(c), 6.5(d) and 6.6 do not apply in respect of Your IP or the use of any Custom LawHawk Services on any alternative basis agreed in writing by LawHawk.

7 Intellectual property

- 7.1 Nothing in this clause 7 limits your ownership of Your IP, or your rights to use Your IP in any way outside of the LawHawk Services.
- 7.2 The LawHawk Services (and all Intellectual Property Rights in them) are owned by LawHawk and/or its third party suppliers with the exception only of Your IP. You retain ownership of Your IP and are free to use it however you want to outside of the LawHawk Services. For the avoidance of doubt, if LawHawk automates and makes available Custom LawHawk Services for you, separate Professional Services Terms will apply as agreed with you in writing.
- 7.3 Under these General Terms you acquire only a non-exclusive non-transferable right to use a LawHawk Service in relation to a single transaction or end use unless LawHawk has agreed other arrangements in relation to that LawHawk Service. No other express or implied licence of the LawHawk Services is granted to you. You do not acquire any ownership or other Intellectual Property Right in any LawHawk Service (without prejudice to your ownership of, and rights to use, Your IP).

Under these General Terms you acquire only a non-exclusive non-transferable right to use a LawHawk Service in relation to a single transaction or end use. No express or implied licence of the LawHawk Services is granted to you. You do not acquire any ownership or other Intellectual Property Right in any LawHawk Service (without prejudice to your ownership of, and rights to use, Your IP).

7.4 LawHawk may, in its discretion, provide you with facilities to store Your IP for the convenient and effective use of LawHawk's Services. However, any such services provided by LawHawk to you are at LawHawk's discretion and any of Your IP is stored subject to the following terms:

- (a) the LawHawk Services are hosted on facilities intended to offer high resilience to data loss but LawHawk cannot guarantee data will not be deleted or lost;
- (b) it is your responsibility to download and store (using facilities independent of the LawHawk Services and with such frequency as you determine to be appropriate) all of Your IP which you may require for any future use or access;
- (c) unless agreed otherwise, Your IP may be deleted at any time; and
- (d) LawHawk has no liability for any loss or deletion of Your IP no matter how caused.

8 Links to other websites

8.1 LawHawk Services may be linked to other websites that LawHawk has no control over. Any such links are for your convenience only, and LawHawk is not liable for any content on those websites, or in connection with your use of any such website or its content.

9 Information you provide to LawHawk

9.1 If you provide any information to LawHawk (including posting to the LawHawk website and including reviews, new or amended documents, clauses or other suggested improvements), you agree that:

- (a) you are legally entitled to provide such information;
- (b) you warrant that such information is true, complete and accurate in all material respects;
- (c) you are liable for, and indemnify LawHawk for, all losses, costs, damage and liabilities (including solicitors fees on an indemnity basis) LawHawk incurs in connection with you providing such information;
- (d) LawHawk can (but is not obliged to and has no responsibility if it does not) read, assess, review or moderate or remove any such information at any time and for any reason in its sole discretion and without notice or having to give you any reason; and
- (e) any comments or reviews posted to the LawHawk website will be licensed by you to LawHawk on a non-exclusive, transferable, irrevocable and royalty free basis. LawHawk will be free to use or modify any such content for any purpose, without compensation to you.

10 Amendment of these General Terms

- 10.1 LawHawk may change these General Terms at any time and for any reason and without prior notice to you. The current Terms at any time can be viewed on <https://www.lawhawk.nz/terms-conditions>, along with the date on which that version of these General Terms took effect. You must ensure you are familiar with the current Terms each time you use LawHawk Services. If you use LawHawk Service after any amendment, your use means that you agree to be bound by the amended Terms in respect of all use of LawHawk Services after the time of amendment.

11 General Provisions

- 11.1 Each of the provisions of these General Terms is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction:
- (a) that will not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of these General Terms, or of that or any provisions of these General Terms in any other jurisdiction; and
 - (b) the provision will be read down to the extent necessary to make it legal, valid and enforceable in that jurisdiction or, if it cannot be read down, deemed not to form part of these General Terms.
- 11.2 Except to the extent that may be expressly agreed otherwise in writing, these General Terms constitute the entire agreement and understanding between you and LawHawk in relation to the LawHawk Services, and there are no other agreements, understandings, undertakings, representations, warranties, promises or arrangements of any nature whatsoever (whether or not in writing) between you and LawHawk in relation to the LawHawk Services. Without limiting the previous sentence, where you are acquiring LawHawk Services in trade, you and we agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986 to the extent necessary to permit the inclusion of this clause.
- 11.3 You acknowledge and agree that in entering into these General Terms you have not relied and are not relying on any warranties, representations, covenants, undertakings, indemnities or other statements whatsoever by any person other than LawHawk.
- 11.4 You may not without LawHawk's prior written consent, assign, transfer or otherwise deal in any way with (or attempt to do any such thing) the benefit of, or any of your rights or obligations under or interest in these General Terms or any cause of action arising in connection with any of them, and any purported assignment, transfer, or dealing in contravention of this clause will be ineffective.
- 11.5 Termination of any LawHawk Services does not affect the rights and liabilities of either party which have accrued beforehand. Clauses which are, by their nature, intended to survive termination of these General Terms continue in effect after termination of these General Terms.

- 11.6 No right, power or remedy provided by law or under these General Terms will be waived, impaired or precluded by:
- (a) any delay or omission to exercise it; or
 - (b) any single, partial or defective exercise of it on an earlier occasion; or
 - (c) any delay or omission to exercise, or single or partial exercise, of any other such right, power or remedy.
- 11.7 Any waiver of any right, power or remedy under these General Terms must be in writing signed by the waiving party and may be given subject to any conditions thought fit by the grantor.
- 11.8 Unless otherwise expressly stated, any waiver will be effective only in the instance and only for the purpose for which it is given and will not be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.
- 11.9 Notices to LawHawk must be sent by email to lawhawk@lawhawk.nz or to any other email address notified to you by LawHawk. LawHawk may contact you by email, post or delivery to the most recent email, postal or physical address you have provided to LawHawk, or by posting a notice on LawHawk's website. Email notice will be deemed to be received 24 hours after the time it is sent provided that no error message is received to indicate that the email did not reach its intended destination.
- 11.10 Disputes
- (a) These General Terms are governed by New Zealand law.
 - (b) Should any dispute arise between us, the parties will attempt to resolve it in good faith by senior level negotiations (this may include mediation using the services of an agreed mediator).
 - (c) If the dispute is not resolved through negotiation or mediation the New Zealand Courts will have exclusive jurisdiction, over all claims that may arise out of or in connection with these General Terms.
 - (d) Each of us irrevocably waives any claim that an action is brought in an inconvenient forum, or that the New Zealand Courts do not have jurisdiction.

12 Definitions and Interpretation

12.1 In these General Terms:

- (a) “**CGA**” means the Consumer Guarantees Act 1993.
- (b) “**Custom LawHawk Services**” means the documents, processes and related content that can be automated and made available for your exclusive use under separate agreement.

- (c) “**Customer Data**” means data uploaded by you using LawHawk Services, including your answers to any Interview.
- (d) “**General Terms**” means these general terms of business.
- (e) “**HotDocs**” means the licensor to LawHawk from time to time of HotDocs software (<https://mitratech.com/products/hotdocs/>).
- (f) “**Intellectual Property Rights**” means copyright and all other legal and beneficial intellectual and industrial property rights (including patents, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), database rights, know-how and confidential information) whether conferred by contract, common law or otherwise throughout the world no matter what such rights may be known as in any particular country in the world.
- (g) “**Interview**” means any form, questionnaire, chatbot, interview, or other method of data intake.
- (h) “**LawHawk**”, “**we**” and “**us**” refers to LawHawk Limited and “**our**” has a corresponding meaning.
- (i) “**LawHawk Documents**” means the documents and related content that can be licensed for use in accordance with these General Terms.
- (j) “**LawHawk Services**” means all the services LawHawk provides. It includes:
 - (i) the use of this website;
 - (ii) the use of the HotDocs website and/or its cloud services platform when accessed via LawHawk;
 - (iii) the use of the Cognito Forms website and/or its cloud services platform when accessed via an account maintained by LawHawk;
 - (iv) the use of any other platform or service when accessed via LawHawk;
 - (v) the use of LawHawk content on other websites on which LawHawk content is provided, including social media sites such as Facebook, LinkedIn, YouTube, and Wistia;
 - (vi) the use of LawHawk Documents;
 - (vii) any Custom LawHawk Services;
 - (viii) consulting or other advice;
 - (ix) any other services provided through or in connection with those websites, documents or services; and

- (x) data processed using those services.
- (k) **“LawHawk Technology Licensing Terms”** means the LawHawk Technology Licensing Terms as updated by LawHawk from time to time. You can see the current version of these terms here: <https://www.lawhawk.nz/terms-conditions>.
- (l) **“Personal Information”** means information about an identifiable individual, including information about an individual’s name, contact information, location, skills, interests, business, computer or network, interactions with LawHawk, and billing or purchase information.
- (m) **“You”** refers to you or the person on behalf of which you are seeking to access LawHawk Services and “your” has a corresponding meaning.
- (n) **“Your IP”** means Intellectual Property Rights in Customer Data and any pre-existing Intellectual Property Rights in material provided by you to LawHawk (including documents or guidance to be included in Custom LawHawk Services), and any other Intellectual Property Rights LawHawk agrees are owned by you.

12.2 In these General Terms, unless the context requires otherwise:

- (a) a word that is derived from a defined word has a corresponding meaning;
- (b) headings and sub-headings are for convenience only and will not affect the construction of these General Terms;
- (c) clauses formatted like the one immediately below are for convenience and emphasis only and do not form part of these General Terms;

clauses formatted like this are for convenience and emphasis only and do not form part of these General Terms;

- (d) the words “including”, “includes” and “in particular” (and any other similar expressions) are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (e) references to any person includes the person’s personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) references to “person” includes natural persons, companies, bodies corporate, clubs, unincorporated associations, joint ventures, trusts, partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality;
- (g) the plural includes the singular and vice versa;

- (h) references to any statute, statutory provision, directive, treaty, or other legislation include:
 - (i) any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive, treaty or legislation; and
 - (ii) any statute, statutory provision, directive, treaty or legislation, order, regulation, instrument or other subordinate legislation that amends, extends, re-enacts, consolidates or replaces any of the foregoing from time to time (whether before or after the date of these General Terms);
- (i) all amounts expressed as payable under these General Terms are (unless expressly stated otherwise) exclusive of GST and in New Zealand dollars. Any GST payable on any amount will be added to that amount and will be payable at the time the amount itself is payable;
- (j) these General Terms, and any part of them, are not to be construed against LawHawk on the basis that LawHawk was responsible for their drafting;
- (k) any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that thing; and
- (l) if you comprise more than one person, each person's liability is joint and several.