

Term of Trade

Effective 1 April 2026

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These Terms of Trade ("Terms") govern all services provided by The AI Edit, a sole trader operated by Maria Hilhorst, based in Auckland, New Zealand.

By engaging The AI Edit for any service, you (the "Client") agree to these Terms in full. If any part of these Terms conflicts with the terms of a separate written agreement or proposal between the parties, the separate agreement prevails to the extent of the conflict.

These Terms apply to all clients, whether based in New Zealand or internationally.

1. Services

The AI Edit provides services across AI strategy, consulting, implementation, training, and digital products. These may include, but are not limited to:

- AI strategy consulting and advisory
- AI systems and workflow implementation (including automation builds)
- AI audits, reviews, and readiness assessments
- Training, workshops, and education (delivered in person or virtually)
- Speaking engagements and facilitation
- Digital products including online courses, downloadable resources, and toolkits

The specific scope of each engagement will be outlined in a written proposal, statement of work, or booking confirmation provided to the Client before work commences.

2. Use of AI Tools and Technology

AI-Assisted Service Delivery

The AI Edit uses artificial intelligence tools and platforms in the delivery of its services. This includes, but is not limited to, large language models, automation platforms, AI-powered analytics tools, and custom AI solutions.

The Client acknowledges and agrees that AI tools form a core part of how The AI Edit delivers its services. All AI-generated or AI-assisted outputs are reviewed, refined, and approved by The AI Edit before being presented to the Client, unless otherwise agreed in writing.

Transparency

The AI Edit is committed to transparency in its use of AI. Where AI tools have been used in the preparation of a deliverable, The AI Edit will disclose this upon request or where it is material to the nature of the work.

AI Outputs and Accuracy

AI tools can produce outputs that are inaccurate, incomplete, or unsuitable for the Client's specific context. The AI Edit takes reasonable steps to verify and refine all outputs, but does not guarantee the accuracy, completeness, or fitness for purpose of any AI-generated content.

The Client is responsible for reviewing all deliverables before relying on them, publishing them, or using them in any operational, commercial, or regulated context.

No Professional Advice

Nothing delivered by The AI Edit constitutes legal, financial, medical, tax, or regulatory advice. Where deliverables touch on regulated areas, the Client must seek independent professional advice before acting on them.

3. Third-Party Platforms and Tools

In the course of delivering services, The AI Edit may configure, build upon, or integrate third-party platforms and tools on behalf of the Client. These may include, but are not limited to, automation platforms (such as Make or Zapier), AI models and APIs, CRM systems, and other software-as-a-service products.

The Client acknowledges the following:

- a) Third-party tools will be configured on the Client's own accounts. The Client is responsible for maintaining active subscriptions, account access, and compliance with the terms of service of each platform.
- b) The AI Edit is not responsible for changes made by third-party providers to their platforms, including changes to pricing, features, functionality, availability, terms of service, or API access.
- c) If a third-party platform changes or discontinues a feature after handover, The AI Edit is not liable for any resulting disruption to the Client's workflows or systems.
- d) Any costs associated with third-party platform subscriptions, usage fees, or API charges are the sole responsibility of the Client.

4. Client Responsibilities

The Client agrees to:

- e) Provide timely, accurate, and complete information, content, access, and feedback as required for the project to proceed.
- f) Review and approve deliverables within the timeframes outlined in the project proposal. Delays caused by the Client may result in adjustments to the project timeline, scope, or cost.

- g) Ensure that any content, data, or materials provided to The AI Edit are lawfully held and do not infringe the rights of any third party.
- h) Take full responsibility for the use, deployment, and ongoing operation of any systems, workflows, automations, or AI tools delivered by The AI Edit after handover.
- i) Ensure that the outputs of any systems or tools built or configured by The AI Edit are used in compliance with all applicable laws, regulations, industry codes, and internal governance requirements in the Client's jurisdiction.
- j) Obtain independent professional advice where deliverables relate to regulated areas, including but not limited to health, finance, legal, or employment.

5. Pricing and Payment

Pricing

The AI Edit offers services on an hourly or project basis. The applicable rate or project fee will be confirmed in writing before work commences.

All prices quoted to New Zealand clients are in New Zealand Dollars (NZD) and are exclusive of GST unless stated otherwise. GST will be added at the prevailing rate.

Payment Terms

Payment terms vary depending on the type of engagement:

- Project-based work: A deposit of 50% of the quoted project fee is required before work commences. The remaining 50% is due upon completion and delivery of the final deliverables.
- Audits, reviews, and assessments: Payment is due in full upon completion and delivery.
- Hourly work: Payment is due upon completion of the work or at the end of each calendar month for ongoing engagements.

Invoices are payable by the 20th of the month following the invoice date, or within 14 days of the invoice date, whichever is specified on the invoice.

In some cases, an alternative payment structure may be agreed in writing before work commences. Any such arrangement will be outlined in the project proposal.

Late Payment

A late payment fee of 2% per month will be applied to outstanding balances beyond the due date. The AI Edit reserves the right to suspend work on any active project where payment is overdue.

Non-Refundable Deposits

All deposits paid to The AI Edit are non-refundable. The deposit secures the Client's place in the schedule and covers time invested in discovery, planning, and project preparation prior to commencement.

6. International Clients

For international clients, the following additional terms apply:

- Invoices will be issued in the Client's local currency via Stripe. The exchange rate used will be the prevailing market rate at the time of invoicing.
- International clients are exempt from New Zealand Goods and Services Tax (GST).
- A processing fee of \$20 NZD (or equivalent) will be added to each invoice to cover international transaction costs.
- The Client is responsible for any additional fees or charges incurred by their chosen method of payment, including international transfer fees.
- The invoice will clearly specify the converted amount, the exchange rate applied, and the processing fee.

Payment terms for international clients are the same as for New Zealand clients unless otherwise agreed in writing.

7. Project Scope and Scope Changes

The project scope, including deliverables, timelines, and costs, will be clearly defined in the project proposal or statement of work before the engagement begins.

If the Client requests changes, additions, or variations to the agreed scope, The AI Edit will communicate any adjustments to cost and timeline in writing before proceeding. The Client's written approval is required before any out-of-scope work is undertaken.

By engaging in project-based pricing, the Client acknowledges that changes to scope may affect the overall cost and timeline of the project.

8. Workshops, Training, and Speaking Engagements

Booking and Payment

Workshop, training, and speaking engagements must be paid in full prior to the session date to secure the booking, unless alternative terms are agreed in writing.

Cancellation by the Client

If a session is cancelled by the Client with less than 48 hours' notice, no refund will be issued. The session fee will be forfeited in full.

Cancellations made with more than 48 hours' notice will be offered a reschedule or refund at The AI Edit's discretion.

Cancellation by The AI Edit

In the event that The AI Edit needs to cancel or reschedule a session, the Client will be notified as soon as possible and offered a full refund or an alternative date.

Custom and Group Sessions

For custom workshops or group training, a written brief or scope will be agreed prior to the session. Requests for additional content or extended time beyond the agreed scope may incur additional charges.

9. Digital Products

Digital products include, but are not limited to, online courses, downloadable resources, templates, toolkits, and recorded workshops.

All digital product sales are final. No refunds will be issued once access has been granted or the product has been downloaded, except where required by applicable consumer protection law.

Digital products are provided for the Client's personal or internal business use only and may not be redistributed, resold, or shared without the prior written consent of The AI Edit.

10. Post-Delivery Support

Upon completion and delivery of project-based work, The AI Edit will provide a 14-day support window during which the Client may raise issues, bugs, or questions relating to the delivered work.

Support during this window covers minor fixes and clarifications relating to the agreed deliverables. It does not cover new features, scope additions, changes to third-party platforms, or issues caused by the Client's own modifications.

After the 14-day support window, any further work will be quoted and charged at the applicable rate.

11. Intellectual Property

Ownership of Deliverables

Upon receipt of full payment, the Client receives ownership of the agreed final deliverables, including strategy documents, custom workflows, automation configurations, training materials, and other project-specific outputs.

Pre-existing IP

The AI Edit retains ownership of all pre-existing intellectual property, methodologies, frameworks, templates, and tools that are used in, adapted for, or incorporated into the Client's deliverables. The Client receives a non-exclusive licence to use these materials for their own business purposes as part of the delivered work.

AI Edit Retained Rights

The AI Edit retains the right to use general knowledge, skills, techniques, and experience gained during the engagement in future work for other clients, provided that no confidential information belonging to the Client is disclosed.

Portfolio and Case Study Use

The AI Edit will only showcase or reference the Client's project in marketing materials, case studies, or portfolio with the Client's prior written agreement.

12. Confidentiality

The AI Edit agrees to treat all Client information as confidential and will not disclose any details without prior consent, except where required by law.

Confidential information includes, but is not limited to, business strategies, financial information, customer data, internal processes, and any materials shared during the engagement.

The Client acknowledges that in the course of delivering AI-related services, The AI Edit may interact with third-party AI platforms. The AI Edit will not knowingly input confidential Client data into any third-party AI system without the Client's informed consent, and will take reasonable steps to protect the Client's information in all interactions with external tools.

13. Data and Privacy

The AI Edit will handle all personal and business data in accordance with the New Zealand Privacy Act 2020 and, where applicable, the privacy laws of the Client's jurisdiction.

The AI Edit will not use Client content, data, or materials to train or inform any third-party AI systems beyond the tools used in the delivery of the agreed service, unless the Client provides explicit written consent.

Where the Client provides personal data of their own customers or staff as part of a project, the Client warrants that they have obtained all necessary consents and authorisations to share that data.

14. Limitation of Liability

To the maximum extent permitted by law, The AI Edit's total liability in connection with any engagement shall not exceed the fees actually paid by the Client for that engagement.

The AI Edit is not liable for:

- k) Any indirect, consequential, incidental, or special damages, including loss of revenue, profit, data, or business opportunity.
- l) Losses arising from the Client's reliance on AI-generated outputs without independent verification.
- m) Losses arising from changes to, outages of, or discontinuation of third-party platforms or AI tools.
- n) Losses arising from the Client's failure to maintain active subscriptions, accounts, or access to third-party platforms.
- o) Losses arising from the Client's use of delivered systems, workflows, or tools in a manner that does not comply with applicable laws, regulations, or industry standards.

- p) Outcomes of any AI-generated content used in regulated contexts (health, finance, legal, employment) where the Client has not sought independent professional advice.

Nothing in these Terms limits or excludes liability that cannot be limited or excluded under New Zealand law, including under the Consumer Guarantees Act 1993 (where applicable).

15. Cancellation and Termination

Either party may terminate an engagement by providing written notice. Where the Client terminates a project after commencement:

- The deposit is non-refundable.
- A cancellation fee will be charged based on the work completed up to the date of termination.
- Any unpaid invoices for work already completed remain payable.

The AI Edit reserves the right to terminate an engagement immediately if the Client fails to meet their payment obligations, provides materially misleading information, or behaves in a manner that is abusive, discriminatory, or unreasonable.

16. Referral Partners and Third-Party Providers

Where The AI Edit refers the Client to third-party service providers, The AI Edit accepts no liability for the quality, timing, or outcome of work delivered by those parties. Any engagement with a referred provider is a separate arrangement between the Client and that provider.

17. Dispute Resolution and Governing Law

These Terms are governed by the laws of New Zealand. The parties agree to submit to the exclusive jurisdiction of the New Zealand courts.

In the event of a dispute, both parties agree to first attempt resolution through good-faith negotiation. If the dispute cannot be resolved within 30 days, either party may pursue formal resolution through the appropriate New Zealand dispute resolution or court processes.

18. Amendments to These Terms

These Terms are subject to change. Clients will be notified of any material amendments in advance. The current version of these Terms will always be available on request.

By engaging The AI Edit for any service, the Client agrees to the Terms in effect at the time of engagement.

The AI Edit

Sole Trader operated by Maria Hilhorst

Cambridge, New Zealand

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theaiedit.co.nz

We appreciate your trust and look forward to working with you.

Questions? If you have any questions or concerns about these Terms, please contact us at maria@theaiedit.co.nz.