

## CONTRACT FOR SERVICES AGREEMENT

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### Parties:

1. Green Acres GO Ltd ("Green Acres GO"); and
2. You ("the Provider")

### Background:

- A. Green Acres GO provides the Green Acres GO Services which enables independent providers to receive orders for Services from, and provide the Services to Users of the Green Acres GO App.
- B. The Provider wishes to use the Green Acres GO Services in order to provide the Services to Users of the Green Acres GO App.
- C. Green Acres GO requires the Provider to agree to and comply with the terms and conditions of this Agreement. By ticking the box at the bottom of this Agreement, the Provider acknowledges and agrees that he/she shall be bound by the terms of this Agreement and that the terms of this Agreement shall govern the Provider's use and access to the Green Acres GO Services and Provider App.

### Definitions and Interpretation:

- 1.1 **Definitions:** In this Agreement, unless the context otherwise requires:

**"Agreement"** means this Contract for Services;

**"Confidential Information"** means all information of any kind, whether or not it is in tangible or documentary form and whether or not marked or identified as being confidential, that relates to Green Acres GO or its business affairs and includes information relating to:

- (a) The business operations, strategies, marketing plans and technologies of Green Acres GO;
- (b) Green Acres GO Data;
- (c) User Information;
- (d) Records and other material and additional information relating to the Services and the Provider's use of the Provider App and Green Acres GO Services; and
- (e) The terms of this Agreement,

but does not include: any information that is or becomes part of the public domain through no act or omission on the part of the Provider; (b) was in the possession of the Provider prior to the date of this Agreement without an obligation of confidentiality; or (c) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the Provider notifies Green Acres GO thereof and provides Green Acres GO a reasonable opportunity to contest or limit such required disclosure;

**"Green Acres GO App"** means the Green Acres GO' mobile application that allows Users to connect with independent providers to provide the Services.

**"Green Acres GO Data"** means all data related to the access and use of the Green Acres GO Services, including all data related to Users (including User Information), all data and account information relating to the independent providers of the Services (including the Provider) and the provision of the Services via the Green Acres GO App and the Provider App;

**"Green Acres GO Fee"** has the meaning given to it in clause 4.4;

**"Green Acres GO Owned IP"** has the meaning given to it in clause 5.2;

**“Green Acres GO Services”** mean Green Acres GO’s electronic services rendered via a digital technology platform which enables independent providers to provide the Services to Users seeking the Services; such Green Acres GO Services include (without limitation), access to the Provider App, access to Users via the Provider App and Green Acres GO’ related software and payment services, in each case as the same may be updated or modified by Green Acres GO at its sole discretion from time to time;

**“GST”** means goods and services tax payable pursuant to the Goods and Services Tax Act 1985;

**“Intellectual Property Rights”** means all proprietary rights, intellectual property rights and interests, including (without limitation):

- (a) Copyright (including, without limitation, all copyright in software source code and object code);
- (b) rights in relation to inventions, discoveries, improvements, ideas, concepts, tools, techniques (including patents and patent applications), trade secrets, know-how, technical specifications and any rights to have information kept confidential;
- (c) rights in relation to designs, algorithms, drawings, plans and circuit layouts;
- (d) rights in relation to business strategies (including market and marketing strategies);
- (e) rights in relation to trade marks, trade names, service marks, devices, logos, get up, domain names and all associated goodwill; and
- (f) other similar industrial or intellectual property rights,

in each case whether registered or unregistered, and including applications for registration and common law rights and interests, and all rights or forms of protection having equivalent or similar effect in any jurisdiction;

**“Licensed IP”** has the meaning given to it in clause 5.1;

**“Privacy Policy”** means Green Acres GO’ Privacy Policy;

**“Provider App”** means Green Acres GO’ mobile application that enables the Provider to access the Green Acres GO Services for the purpose of providing the Services to Users, as may be updated or modified by Green Acres GO at its sole discretion from time to time;

**“Provider Account”** means the Provider’s registered account enabling the Provider to use the Provider App;

**“Provider Service Fee”** has the meaning given to it in clause 4.1;

**“Services”** means the provision of gardening, cleaning and associated services to Users via the Green Acres GO Services by the Provider;

**“User”** means any end user with a registered account to use the Green Acres GO App for the purpose of obtaining Services offered by Green Acres GO’ service providers (including the Provider);

**“User Information”** means information about any User made available to the Provider in connection with such User’s request for and use of Services, which may include the User’s name, location and contact information.

## 2. Green Acres GO Services

2.1. **Provider Account and Green Acres GO App:** Subject to the Provider having (and the same being acceptable to Green Acres GO in its sole discretion) completed and submitting to Green Acres GO a criminal record sheet (in accordance with clause 3 below), the Provider will be issued a Provider Account which will enable the Provider to access and use the Provider App and the Green Acres GO Services. For the avoidance of doubt, the Provider will not have access to or be able to provide the Services without an active Provider Account, which may be disabled, suspended or otherwise, by Green Acres GO, in accordance with this Agreement.

2.2. **Access to Users:** In relation to the Provider’s access to Users via the Provider App, the Provider acknowledges and agrees that:

- (a) While the Provider Account is active, any User requests for Services may appear to the Provider

via the Provider App if the Provider is available and in the vicinity of the User;

- (b) If, via the Provider App, the Provider accepts a User's request for Services, the Green Acres GO Services will provide certain User Information to the Provider to enable the Provider to provide the Services;
- (c) Once the Provider accepts a User's request for Services, the Green Acres GO App may provide certain information about the Provider to the User, such as the Provider's first name and contact information;
- (d) The Provider shall not in any circumstances, contact any Users and/or use any User Information for any reason other than for the purposes of fulfilling the Services (as applicable). Any breach of this provision shall entitle Green Acres GO to immediately terminate the Provider's Account;
- (e) It is the Provider's responsibility to provide all necessary equipment, tools and other materials, at the Provider's own expense, necessary to perform the Services for each User. It is the Provider's responsibility for ensuring suitable insurance for such equipment is arranged;
- (f) It is the Provider's responsibility to get to and from the User's location, at the Provider's own expense (unless otherwise expressed in this Agreement) for the purpose of providing the Services (whether by means of a personal vehicle, public transport, paid transport or otherwise).

**2.3. Relationship with Users:** In relation to the Provider's access to Users and/or the provision of providing the Services to Users, the Provider acknowledges and agrees that:

- (a) Such engagement shall create a direct contractual relationship between the Provider and the User, to which Green Acres GO is not a party to;
- (b) Green Acres GO is not responsible or liable for the actions or inactions of either the User and/or the Provider in relation to the Services and is not expressly obligated to assist and/or enter into any discussions with the Provider and/or Users in relation to any dispute with respect to the Services (including, without limitation) any dispute with respect to an omission to provide the Services);
- (c) The Provider shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from providing the Services or the contractual relationship referred to at clause 2.3 (a) above;
- (d) The User shall have the sole responsibility for any obligations or liabilities to the Provider that arises from providing the Services;
- (e) It is the responsibility of the Provider to take any such precautions as may be reasonable and proper regarding the provision of the Services and/or the acts or omissions of the Provider or a User. Without limitation to the Provider's responsibilities under this Agreement, the Provider acknowledges and agrees that:
  - (i) Green Acres GO will supply the Provider with public liability insurance in relation to providing the Services up to a maximum value of \$2,000,000 (the "Green Acres GO Insurance");
  - (ii) The Green Acres GO Insurance will only cover the Provider in relation to the Services for which the Provider is engaged and paid for via the Provider App and provided the Provider is not in breach of the terms set out in this Agreement;
  - (iii) The Provider will be responsible for full payment of any excess payable (which may be up to \$1,000 depending on the type of claim) in relation to any claim by the Provider under the Green Acres GO Insurance;
  - (iv) The Provider undertakes to review the terms relating to the Green Acres GO Insurance prior to providing any Services under this Agreement. Such terms shall be available to the Provider upon submitting a request with Green Acres GO in writing;
  - (v) Green Acres GO reserves the right (at its sole and absolute discretion) to remove the Green Acres GO Insurance relating to the Provider at any time by providing the Provider with 48 hours written notice. In such circumstances, the Provider must arrange its own insurance cover prior to providing any further Services under this Agreement;
  - (vi) The Provider should seek independent advice in relation to the Provider's risk exposure and

insurance options in addition to the Green Acres GO Insurance provided under this Agreement.

- (f) The Provider must at all times comply with all relevant statutes and regulations during the performance of the Services.
- (g) Only the Provider is permitted to provide the Services to Users. The Provider has no right to use any assistant(s) or engage any other third party to provide the Services.

**2.4. Relationship with Green Acres GO:** In relation to the Provider's access to and use of the Provider App, the Green Acres GO Services and the Provider Account, the Provider acknowledges and agrees that:

- (a) Such engagement is limited to Green Acres GO providing the Provider with access to and use of the Green Acres GO Services and Provider App and facilitating the collection and payment of the Provider Service Fee in accordance with clause 4.2. Such engagement shall create a direct relationship between the Provider and Green Acres GO;
- (b) Green Acres GO shall not be deemed to control the Provider in relation to the Provider in connection with the Provider performing the Services for Users. In this respect, the Provider is in all respects an independent self-employed contractor and is not an employee, servant, partner or subsidiary of Green Acres GO. Accordingly, the Provider will be responsible for (without limitation): (i) payment of its taxation in respect of the payments received by the Provider under this Agreement; (ii) payment of any premiums required under the Injury, Prevention, Rehabilitation and Compensation Act 2001 or any other legislation; and (iii) ACC levies;
- (c) The Provider has the sole discretion to determine and/or elect: (i) when and for how long the Provider will use and access the Provider App and/or the Green Acres GO Services; and (ii) whether to decline, ignore or accept a User's request for Services via the Provider App, or, subject to the terms of this Agreement, to cancel an accepted request for Services via the Provider App. For the avoidance of doubt, the Provider may, at its sole discretion, provide its services to any third party separate and apart from the Services and the Provider App;
- (d) Unless otherwise consented to by Green Acres GO in writing, under no circumstances shall the Provider display Green Acres GO' name, logo or colours on any vehicle and/or uniform of the Provider, whether providing the Services or otherwise.

**2.5. Green Acres GO Restrictions on Provider:** The Provider acknowledges and agrees that at all times the Provider must:

- (a) Not breach any of the terms and conditions contained in this Agreement;
- (b) Not undertake any activity or omission, which in Green Acres GO' sole opinion, may cause harm to Green Acres GO' brand, reputation or business;
- (c) Not undertake any activity or omission that may cause any harm (including personal injury) to Users or others;
- (d) Maintain the Required Rating Level in accordance with clause 2.8 (b).

**2.6. Obligations:**

- (a) At all times while providing the Services the Provider shall:
  - (i) Ensure the Services are performed to the best of the Provider's ability and skill and carry out all reasonable instructions given by the Users;
  - (ii) Be courteous and respectful to the Users;
  - (iii) Not exhibit any behavior (verbal or otherwise) which is defamatory or likely to bring Green Acres GO into dispute;
  - (iv) Observe all applicable laws and regulations and ensure that health and safety of the Users and the Provider is paramount at all times;
- (b) Green Acres GO' obligations are limited to:
  - (i) Providing the Provider access and use of the Provider App, the Provider Account and the

Green Acres GO Services;

- (ii) Facilitating the collection and payment of the Provider Service Fee as agent for the Provider in accordance with clause 4.

**2.7. Deactivation, suspension:** Without limitation to Green Acres GO' right to terminate this Agreement in accordance with clause 11, in the event that the Provider breaches any of the provisions contained in this Agreement, Green Acres GO may, at any time, in Green Acres GO' sole discretion deactivate and/or suspend the Provider's access to the Provider App and Provider Account.

**2.8. Ratings:** The Provider acknowledges and agrees that:

- (a) After receiving Services (or if a Provider fails to provide the Services), a User will be prompted by the Green Acres GO App to (at the election of the User) provide a rating of the Provider's Services, along with any comments or feedback about such Services and that after providing Services, the Provider will be prompted by the Provider App to (at the election of the Provider) provide a rating of the User and to provide comments or feedback about the User. For the avoidance of doubt, the Provider acknowledges and agrees that such feedback and comments may be shared by Green Acres GO in connection with the Provider App and Green Acres GO App and Green Acres GO reserves the right in its absolute discretion to edit or remove such content in the event that Green Acres GO deems such content includes objectionable content or to include any other information that may violate a person's privacy or any applicable law;
- (b) As part of the Green Acres GO App offering to Users, Green Acres GO promotes the access to high-quality Services. As a result, the Provider must maintain an average rating by Users that exceeds 4, as may be updated from time to time by Green Acres GO ("Required Rating Level"). In the event that the Provider's average rating falls below the Required Rating Level, Green Acres GO reserves the right to deactivate the Provider's access to the Provider App, the Provider's Account and the Green Acres GO Services and/or adjust the settings on the Provider App in relation to the Provider so that the Provider's frequency of connections with Users is decreased.
- (c) If the Provider repeatedly elects to decline User requests, while active on the Provider App, then Green Acres GO may provide the Provider notice of its continued failure to accept User requests and, following such notice, Green Acres GO reserves the right to deactivate the Provider's access to the Provider App and the Provider's Account and the Green Acres GO Services if the Provider continues to decline User requests, while active on the Provider App.

**2.9. Devices:** In using the Provider App the Provider acknowledges and agrees that:

- (a) It is the Provider's responsibility to use a device for the purpose of accessing and using the Provider App that has the necessary specifications and features to allow the Provider to use the Provider App in an efficient manner. For the avoidance of doubt, any expenses and costs (including data plan usage) in relation to using such device is for the account of the Provider;
- (b) At all times while the Provider is actively using the Provider App, the Provider's location information will be available for the purpose of: (i) connecting the Provider with Users nearby for the purpose of providing the Services; and (ii) enabling Green Acres GO to monitor and track the Provider's location for any safety / security and commercial purposes.

### **3. Criminal Record Check**

**3.1.** The Provider must provide Green Acres GO with a completed criminal record check prior to the Provider being able to use the Provider App to provide the Services to Users. The Provider acknowledges and agrees that Green Acres GO may prevent and/or stop the Provider's access to and use of the Provider App and Green Acres GO Services in the event that Green Acres GO is not satisfied (at its sole discretion) with the Provider's criminal record check.

**3.2.** The provider must immediately provide Green Acres GO notice of circumstances that may change the Provider's criminal record and the Provider's failure to immediately provide such notice shall (without limitation to Green Acres GO' other rights) constitute a breach of this Agreement. Green Acres GO reserves the right to independently verify the Provider's criminal record check from time to time in any way Green Acres GO deems appropriate. Without limitation to the foregoing, the Provider irrevocably and unconditionally: (a) authorises Green Acres GO to undertake criminal record checks on the Provider at any time while the Provider is authorised to use the Provider App and Green Acres GO Services; and (b) agrees to provide Green Acres GO with a current criminal record check on the Provider as and when requested by Green Acres GO.

#### 4. **Provider and Green Acres GO Fees**

- 4.1. **Provider Fees:** The Provider has the right to charge a fee for each instance that the Provider completes the Services for a User as a result of using the Green Acres GO Services / Provider App (“the Provider Service Fee”). The Provider acknowledges and agrees that:
- (a) The Provider Service Fee allocated to the specific Services for a User will be shown on the Provider App prior to the Provider accepting the User’s request for such Services. .
  - (b) The collection and payment of the Provider Service Fee shall be in accordance with clause 4.2 below.
- 4.2. **Appointment of Green Acres GO as Agent:** For the purpose of collecting the Provider Service Fee, the Provider appoints Green Acres GO as the Provider’s sole payment collection agency and agrees that all payments made by the relevant User to Green Acres GO shall be considered the same as payment made directly by the User to the Provider and shall be a good and valid discharge of the relevant User’s obligation to make payment of the Provider Service Fee to the Provider. Once Green Acres GO has deducted the Green Acres GO Fee (in accordance with clause 4.4) it shall remit the balance of the Provider Service Fee to the Provider’s nominated account.
- 4.3. **Green Acres GO Adjustment of the Provider Service Fee:** Subject to providing the Provider notice of such, Green Acres GO reserves the right to adjust the Provider’s Service Fee in relation to the relevant Service provided to a User for any complaint received by that User, which in Green Acres GO’s reasonable opinion justifies a reduction in the Provider Service Fee.
- 4.4. **Green Acres GO Fee:** In consideration of Green Acres GO providing the Provider access to the Green Acres GO Services, the Provider shall pay Green Acres GO a service fee (the “Green Acres GO Fee”) which shall be the equivalent to 20% of each Provider Service Fee. The Provider acknowledges and agrees that taxes will be calculated on the Provider’s Service Fee and that the Green Acres GO Fee shall be based on the Provider Service Fee being inclusive of such taxes. The Provider acknowledges and agrees that Green Acres GO may change the Green Acres GO Fee at any time, based upon local market factors and Green Acres GO will provide notice to the Provider in the event of such change.
- 4.5. **Cancellation Charges:** The Provider acknowledges and agrees that Users may elect to cancel requests for Services that have been accepted by the Provider at any time prior to the Provider’s arrival. In the event that a User cancels an accepted request for Services within 24 hours of when the Services are to be provided, Green Acres GO may charge the User a cancellation fee on behalf of the Provider. If charged, this cancellation fee shall be deemed the Provider Service Fee for the cancelled Services for the purpose of remittance to the Provider (“*Cancellation Fee*”). Green Acres GO shall be entitled to 20% of the Cancellation Fee and shall deduct this amount from the Cancellation Fee prior to remitting the balance of the Cancellation Fee to the Provider’s nominated account.
- 4.6. **Receipts:** The Provider acknowledges and agrees that as part of the Green Acres GO Services, Green Acres GO facilitates and implements the delivery of receipts to Users for Services rendered by the Provider. Upon the completion of Services for a User by the Provider, Green Acres GO shall prepare an applicable receipt and issue such receipt to the User via email on behalf of the Provider. Such receipts are also provided via email or the Provider App to the Provider. Receipts include the breakdown of amounts charged to the User for the Services and may include specific information about the Provider, including the Provider’s entity name and contact information and GST number (if applicable). The Provider must provide Green Acres GO with details of any required correction to a User’s receipt for Services within 2 business days after the completion of such Services. Absent such notice, Green Acres GO shall not be liable for any mistakes or corrections to the receipt or for recalculation of disbursement of the Provider’s Service Fee.
- 4.7. **Taxes:** The Provider acknowledges that it is responsible for:
- (a) If required by law, to be registered for GST and to provide Green Acres GO a copy of its registration number (if any);
  - (b) Calculating and remitting to Inland Revenue Department (“IRD”) all GST liability related to the provision of the Services;
  - (c) Its own income tax arising from the performance of the Services.

The Provider provides Green Acres GO with the right to collect and remit taxes resulting from the Provider’s Services directly to the IRD on behalf of the Provider.

**4.8. Set-Off/ Deduction:** The Provider acknowledges and agrees that it is solely liable for:

- (a) Any reversal or declined payment of any Provider Service Fees by a User; and
- (b) Any reduction in Provider Service Fees under clause 4.3.

If any Provider Service Fee is reversed or declined, or any reduction in a Provider Service Fee is made, after the time at which Green Acres GO makes payment to the Provider under clause 4.2 in connection with such Provider Service Fee then the Provider shall be liable to repay Green Acres GO on demand the amount of the overpayment made to the Provider under clause 4.2 by Green Acres GO. Without limitation to the foregoing, Green Acres GO is unconditionally and irrevocably authorised to set-off and deduct any such overpayment from subsequent Provider Service Fees payable to the Provider under clause 4.2.

## **5. Intellectual Property Use**

**5.1. License to Use Provider App:** Subject to the terms and conditions of this Agreement, solely for the purpose of using the Provider App to connect with Users for the provision of Services, Green Acres GO grants the Provider a non-exclusive, non-transferrable, non-sub licensable, non-assignable license, during the term of this Agreement to use and access the Provider App, Provider Account and the Green Acres GO Services (the "Licensed IP").

**5.2. Ownership:** The Provider acknowledges and agrees that:

- (a) Green Acres GO is the owner of all present and future proprietary rights and Intellectual Property Rights in the Licensed IP, the Green Acres GO App and the Green Acres GO Data ("Green Acres GO Owned IP"). The Provider will not during or at any time after the termination of this Agreement in any way question or dispute the ownership by Green Acres GO of the Green Acres GO Owned IP;
- (b) All modifications, adaptations, improvements and alterations to the Licensed IP and/or Green Acres GO Owned IP, or any part thereof, shall vest in, and remain the property of, Green Acres GO in all respects at all times from their creation, whether the same is developed or created by the Provider, Green Acres GO or a third party and whether or not such modifications, adaptations or alterations are authorised pursuant to this Agreement.

**5.3. Restrictions:** At all times during or at any time after the termination of this Agreement, the Provider shall:

- (a) not copy, reproduce, translate, decompile, reverse-engineer, resell, modify, vary, sub-licence or otherwise deal in the Green Acres GO Owned IP except as Green Acres GO provided for in this Agreement.
- (b) ensure the Green Acres GO Owned IP is protected at all times from misuse, damage, destruction or any form of unauthorised use, copying or disclosure;
- (c) not transfer, assign, sublicense or otherwise deal with or grant a security interest in Green Acres GO Owned IP;
- (d) notify Green Acres GO in writing immediately after it becomes aware of any circumstance which may suggest that any person may have unauthorised knowledge, possession or use of the Green Acres GO Owned IP;
- (e) not, and shall not allow any other party to, access or use the Green Acres GO Owned IP or the Licensed IP to:
  - (i) design or develop a competitive or substantially similar product or service; or
  - (ii) copy or extract any features, functionality, or content thereof.

## **6. Confidentiality**

**6.1.** The Provider undertakes to at all times (including after termination of this Agreement) keep the Confidential Information confidential and not disclose any Confidential Information to any other person, except as necessary to perform its obligations under this Agreement and shall return to Green Acres GO or destroy all

Confidential Information upon termination of this Agreement.

## 7. Privacy

7.1. Green Acres GO will collect and hold information in accordance with its Privacy Policy. The Provider acknowledges and agrees that, subject to all applicable laws and regulations, Green Acres GO may provide third parties any information (including personal information and Green Acres GO Data) about the Provider in the event that:

- (a) Green Acres GO receives a complaint in relation to the Provider and/or the Services provided by the Provider from a User;
- (b) Green Acres GO is notified of a dispute between the Provider and a User;
- (c) An accident occurs while the Provider is performing the Services;
- (d) Green Acres GO deems that disclosure of such information to a third party is necessary to protect the safety and /or security of the Green Acres GO Services;
- (e) Green Acres GO deems that disclosure of such information to a third party is necessary for the safety and protection of a User; or
- (f) Green Acres GO deems that disclosure is reasonably necessary to preserve the functioning of the Green Acres GO Services.

## 8. Representations and Warranties

8.1. **Mutual Warranties:** Each party warrants and represents to each of the other that:

- (a) It has the legal right, authority, and full power to enter into this Agreement and to perform its obligations under it;
- (b) It will comply with all applicable laws in its performance of this Agreement;
- (c) No further authorisation consent or approval of any person is required as a condition of this Agreement's validity or to give effect to the transactions contemplated by it;
- (d) This Agreement constitutes valid and binding obligations of that party enforceable against that party in accordance with its terms.

8.2. **Disclaimers:** The Provider acknowledges and agrees that:

- (a) The Green Acres GO Services and the Provider App are provided on an "as is" and "as available" basis;
- (b) Green Acres GO gives no representations or warranties:
  - (i) That the Provider's access to or use of the Green Acres GO Services and/or Provider App will be uninterrupted or error free;
  - (ii) That the Provider's use of the Green Acres GO Services and/or Provider App will result in any requests for Services;
  - (iii) In relation to the actions or inactions of the Users who may request Services from the Provider and that Green Acres GO is under no obligation to assess such Users;
  - (iv) Regarding the reliability, timeliness, quality, suitability or availability of the Provider App, the Green Acres GO Services and/or Users.
- (c) The Provider's contact and engagement with Users is at the Provider's own risk. When dealing with Users, the Provider should ensure that it uses common sense and caution to ensure the protection and safety of the Provider and its personal property

## 9. Indemnification



**9.1. Indemnity:** The Provider shall indemnify, defend (at Green Acres GO' option) and hold harmless Green Acres GO and its respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, and taxes arising out of or related to:

- (a) The Provider's breach of its representations, warranties or obligations under this Agreement; or
- (b) Any claim by a User or any third party (including regulators and governmental authorities) directly or indirectly related to the Provider's provision of the Services or use of the Green Acres GO Services.

## **10. Exclusion / Limitation of Liability.**

**10.1. Exclusion of Liability:** The Provider acknowledges and agrees that Green Acres GO shall not be liable under or related to this Agreement for any of the following, whether based in contract, tort (including negligence) or otherwise to the Provider for:

- (a) Any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind, arising directly or indirectly out of this Agreement;
- (b) Loss of revenue or profit, loss of anticipated savings, loss of goodwill or opportunity, loss of production, loss or corruption of data;
- (c) Any damage to the Provider's or any third party's property during the performance of providing the Services; or
- (d) Any claim by a User in relation to the provision of the Services provided by the Provider.

**10.2. Limitation of Liability:** The maximum liability of Green Acres GO to the Provider arising out of any and all claims under this Agreement will not in any circumstances exceed the total Green Acres GO Fees payable by the Provider to Green Acres GO and actually paid in the 6 month period before the date the first liability first arose.

## **11. Term and Termination**

**11.1. Term:** The term of this Agreement shall commence on the date that the Agreement is electronically executed by the Provider and shall continue until it is terminated in accordance with this clause 11.

**11.2. Termination:** Without limitation to Green Acres GO' right to deactivate and/or suspend the Provider's use of the Green Acres GO Services and Provider App in accordance with clause 2.7 or elsewhere under this Agreement, either party may terminate this Agreement:

- (a) Without cause at any time upon fourteen (14) days' prior notice to the other party; or
- (b) Immediately, without notice, for the other party's material breach of this Agreement; or
- (c) Immediately, without notice, in the event of the insolvency or bankruptcy of the other party.

**11.3. Effect of Termination:** On termination of this Agreement for any reason whatsoever:

- (a) Green Acres GO will cease to provide the Provider the Green Acres GO Services and/or Provider App;
- (b) The Provider will no longer be licensed to use the Licensed IP;
- (c) The Provider shall promptly return to Green Acres GO or destroy all copies of the Confidential Information in its possession or control (if any); and
- (d) Those clauses intended to survive termination (including, without limitation, clauses 6, 7, 9, 10 and 13), together with those other provisions of this Agreement necessary to give effect to those clauses, will continue in full force and effect.

**11.4. Liability not Affected:** Termination of this Agreement will not affect the rights and obligations of the parties with respect to any matter, event or action occurring prior to such termination.

## 12. Relationship of the Parties

- 12.1. The Provider is in all respects an independent contractor of Green Acres GO and not a partner, agent or subsidiary of Green Acres GO and is not entitled to take any action to legally bind Green Acres GO or to hold himself or herself out, as an employee, agent or authorised representative of Green Acres GO. The Provider is solely liable for its debts, losses, expenses and tax on its income.

## 13. General

- 13.1. **Amendments:** Green Acres GO reserves the right to amend the terms and conditions of this Agreement at any time, effective upon providing the Provider with the updated version of this Agreement via email and/or the Provider App. If the Provider does not approve or consent to such amendments, then the Provider may terminate this Agreement in accordance with clause 11.2 (a). The Provider acknowledges and agrees that by continuing to use the Green Acres GO Services and/or Provider App, the Provider shall be deemed to have consented to and agreed to such amendments and shall be bound by those amendments.
- 13.2. **Severability** If any provision of this Agreement is or becomes invalid or unenforceable, that provision will be deemed deleted from this Agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this Agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 13.3. **Assignment:** The Provider may not assign or transfer this Agreement or any of its rights or obligations in this Agreement, in whole or in part without the written consent of Green Acres GO (which consent Green Acres GO may withhold in its absolute discretion). Green Acres GO may assign or transfer this Agreement or any or all of its rights or obligations in this Agreement, in whole or in part, under this Agreement from time to time without the need to obtain the Provider's consent.
- 13.4. **Entire Agreement:** This Agreement records the entire understanding and agreement of the Parties relating to the matters dealt with in this Agreement. This Agreement supersedes all present understandings or agreements (whether written, oral or both) relating to such matters.
- 13.5. **Waiver:** Any waiver by a party of any of its rights or remedies under this Agreement will be effective only if it is recorded in writing and signed by that party. If the waiver relates to a breach of any provision of this Agreement, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Agreement.
- 13.6. **Notices.** Any notice from Green Acres GO to the Provider under this Agreement will be delivered by email to the email address associated with the Provider's Account or by posting it on the Provider App. Any notice delivered by the Provider to Green Acres GO under this Agreement must be completed by contacting Green Acres GO at admin@greenacres.co.nz
- 13.7. **Dispute Resolution:** The parties will use all reasonable endeavours to resolve any dispute between them. If the parties cannot resolve a dispute between themselves then they shall refer the dispute to mediation within seven working days of the dispute arising, to be conducted by LEADR New Zealand Limited.
- 13.8. **Governing Law:** This Agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.