

## Terms and Conditions of Zealancer.nz

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### Service offering and liability

- Zealancer makes its infrastructure and web based processes available under the purpose of facilitating the introduction of registered contractors to clients seeking to hire same (service).
- Registered freelance service providers (contractors) can pause or cancel their entries immediately at any time without naming any reason.
- Entities wishing to procure services of contractors (clients) may search service providers without the need to register. Registration is only required when an introduction to a contractor is desired.
- Zealancer can deny access to contractors or clients (users) without stating any reason and without observance of a time limit. Zealancer can restrict or stop its services temporarily or permanently without notice.
- Every reasonable effort is made to ensure the highest standards are adhered to Zealancer yet users acknowledge that they use this service at their own risk. Users also agree by using this service that Zealancer accepts no liability whatsoever and does not take any responsibility.
- Zealancer is not responsible for content provided by its contractors or information of linked sites under control of third parties. Zealancer can adapt, change or reject the content provided by the contractor. Zealancer is not responsible for correctness, accuracy and relevance of content or possible copyright breaches by its contractors.
- Personal data are handled in accordance to New Zealand law.
- Zealancer is not liable for mistakes or failures of its users and is not responsible for their obligations or legal disputes.

### Obligations of the users

- Unless authorized in writing, the service may not be used by commercial employment agencies, contracting companies or any other third party who is not the direct buyer or provider of a freelance service.
- Contractors are obligated to provide correct and accurate information and ensure their profile is up-to-date especially it provides an accurate reflection of the service they offer. The inclusion of illegal or copyright protected information is strictly prohibited. Contractors are fully liable for damages caused by inclusion of their content.
- The service offered by Zealancer including technical infrastructure and registered contractors shall be accessed and used in accordance to the overall intent of seeking and hiring service providers. In no circumstances may this service be accessed and used in an atypical or excessive way as determined by Zealancer. In case of wilful damage Zealancer reserves the right to claim all expenses caused by system abuse, including but not limited to testing, data cleansing and rectification. Additionally any abuse will cause a penalty of NZD 1000.
- Users are not allowed to sell or process Zealancer' information commercially and, in the case of a breach, Zealancer reserves the right to claim compensation to the amount of the lost revenues, opportunity costs and the legal costs incurred in protecting its rights.
- These Terms and Conditions may be changed at any time. Users are required to keep themselves up to date regarding possible changes to this writing.
- Users and Zealancer are jointly obligated to fair interactions with each other. In case of any disagreement, differences shall be solved in good faith through negotiation. However, if negotiations are not successful, both the parties agree that prior to initiating legal proceedings, mediation through the Wellington Chamber of Commerce shall be sought.

### Fees

- The client's use of the Zealancer service (searching for a contractor/service provider) is free of charge.
  - When a contractor introduction to a client is taking place, the contractor agrees to pay twice published hourly rates to Zealancer as introduction fee. In case a client introduction is not made in good faith or is determined to be non-genuine, the introduction fee will not apply. Therefore the contractor must notify Zealancer in writing within 14 working days of the introduction or the full fee will be due. As a non-genuine request for introduction will be considered:
- a) Despite several attempts the contractor could not contact the client.
  - b) The client requested an introduction even though there was no real need or intent to appoint a contractor at that time.
  - c) The client's requirements differ significantly from the skills and capabilities published in the contractor's profile.

If the contractor, despite cancellation, accepts an assignment with the client for whom the introduction fee was cancelled within one year of the requested cancellation, the contractor must inform Zealancer within 14 days and a fee of 10% of the total revenue will be charged. If assignments are not reported, the contractor will donate 50% of his revenue to a nominated New Zealand charity. The donation is recognized as charitable and tax-deductible.

- In case of a project introduction the other side must be contacted by phone as soon as possible. In the interest of the client, the contact must be made even if the project obviously does not fit to the contractor's skills or if the contractor is currently unavailable. Zealancer has to be informed within three days if the other side could not be reached.
- The invoice generated by Zealancer will contain the service fee plus additions for GST. Bills must be paid within 14 days without any discount. When not paid within 14 days, Zealancer charges 0.03% interest per day plus an additional late payment penalty of NZD 20.00 + GST.
- Bills to contractors and clients are delivered by email. If an additional delivery by mail, email or fax is desired, administrative fees of NZD 5 will be charged.

### Legal relationship between clients and contractors

Until a related contract is signed by the client and contractor for provision of services, the following is statement is accepted by both parties:

- The first meeting between a client and contractor is for the purpose of determining the contractor's capabilities and to verify project suitability. The contractor will not charge for this meeting, which is free of charge and shall not exceed one hour.
- If the client is agreeing to use the services of a contractor, both the client and contractor enter into a direct contract. Zealancer has no relationship between the parties other than as the provider of a service to facilitate that introduction.
- The client must pay the contractor according to the hourly rate listed.
- The contractor is bound to charge only the published hourly rate towards the client.
- All other terms will be according to the contract between the parties whether in writing or verbally and New Zealand law.

### Final clauses

- These Terms and Conditions are accepted at first access to Zealancer' service, information and or processes. Any changes or adaptations of these Terms and Conditions must be in written.
- If any individual paragraph, term or condition is be ineffectual or unworkable, all other terms remain valid. In this case, the non-effective or unworkable part shall be replaced by another is as close as possible to the original intention.

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