

Terms and Conditions

1. Acceptance of Terms and Conditions

- 1.1. These Terms apply to your use of the Website and Services. By accessing and using the Website or Services:
 - 1.1.1. you agree to these Terms; and
 - 1.1.2. where your access and use is on behalf of another person, you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2. If you do not agree to these Terms, you are not authorised to access and use the Website and Services, and you must immediately stop doing so.
- 1.3. We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website or the Services, you agree to be bound by the changed Terms.
- 1.4. You agree that we may collect, use, store and disclose your personal information in accordance with our Privacy Policy (<https://duedi.nz/duedi-privacy-policy.pdf>) which forms part of these Terms.
- 1.5. These Terms were last updated on 28/04/2019.

2. Definitions

- Terms: means these terms and conditions titled *Website Terms of Use*.
- Property Inspector: an individual or company offering pre-purchase or pre-sale house inspections on the Website.
- Client: someone who has booked an inspection with a property inspector.
- Third Party: anyone nominated by the purchaser of service, normally the homebuyer, to be present during the inspection
- Booking: a completed booking by a Website User for an inspection of a particular property by a Property Inspector at a specified date and time, or due date, that has been full paid for.
- Service means any one or more of the services offered by us.
- Loss: includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.
- Website: means <https://duedi.nz/>.
- Underlying System: means any network, system, software, data or material that underlies or is connected to the Website.
- User ID: means a unique name and/or password allocated to you to allow you to access certain parts of the Website.

3. General Rules and Conduct

3.1. General

- 3.1.1. You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete. You must not attempt to register multiple accounts or identities,
- 3.1.2. If you are given a User ID, you must keep your User ID secure and:
 - 3.1.2.1. not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
 - 3.1.2.2. immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to account@duedi.com.
- 3.1.3. You must:
 - 3.1.3.1. not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - 3.1.3.2. unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- 3.1.4. You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request to info@duedi.com.
- 3.1.5. Except as expressly permitted by these Terms, you must refrain from attempting to transact outside of the Website by contacting other Website users directly.
- 3.1.6. You must not use the Website for recruitment, for market research, or to research your competition.
- 3.1.7. You must comply with all applicable laws at all times, including but not limited to the Fair-Trading Act 1986, Consumer Guarantees Act 1986 and the Harmful Digital Communications Act 2015.

3.2. Your obligation as a Property Inspector

- 3.2.1. You must provide services:
 - 3.2.1.1. in accordance with these Terms and New Zealand law;
 - 3.2.1.2. in good faith, exercising reasonable care, skill and diligence; and
 - 3.2.1.3. using suitably skilled, experienced and qualified personnel.
- 3.2.2. You must take all steps necessary to meet a Booking's requirements, included time constraints specified by the homebuyer/homeowner.

- 3.2.3. Once a Booking is created, you must coordinate the inspection with the Client (or their agent) and make the necessary adjustments to the booking, including rescheduling, change in due date, cancellation, change of scope, and price change.
- 3.2.4. Any attempt to avoid Fees by completing bookings outside the Website may result in your access to the Services being temporarily or permanently removed.
- 3.2.5. You must complete your profile and keep up to date:
 - 3.2.5.1. your schedule to reflect your availability,
 - 3.2.5.2. your working area to reflect the areas you cover with your services, and
 - 3.2.5.3. your service including scope, terms of services, and prices.
- 3.2.6. You agree to protect our reputation and to honour bookings as agreed at the time of the booking on DueDi including price, conditions, scope, and time/date unless agreed otherwise with your client and/or the selected 3rd party. In case of a schedule conflict between a booking on DueDi and an obligation outside DueDi, you will try to reschedule the obligation outside of DueDi first.
- 3.2.7. You agree that:
 - 3.2.7.1. your contact information will be shared with homebuyer/homeowner when a Booking is successful,
 - 3.2.7.2. some of your profile information will be made public, and
 - 3.2.7.3. to abide to promotions and special offers offered to users by us.
- 3.3. Your obligation as a homeowner or a homebuyer
 - 3.3.1. You agree to pay for booking a property inspector.
 - 3.3.2. You will verify the information provided by the property inspectors and check that their services meet your needs.
 - 3.3.3. You have the legal right to enter into a contract and make a booking.
 - 3.3.4. You will work in good faith with the property inspector and 3rd parties. This includes adjusting the booking.
 - 3.3.5. You agree to share your contact information with property inspector when a booking is completed.
 - 3.3.6. You agree that you have the right to nominate a 3rd party to be present during the inspection (when applicable).
 - 3.3.7. You have the approval from a 3rd party to share his/her contact information, which in turn will be shared with the property inspector when a booking is completed.
- 3.4. Your obligation as a 3rd party
 - 3.4.1. You will work in good faith with the property inspector and the homebuyer/homeowner which includes respecting their time constraints.
 - 3.4.2. You have the right and approval from the homebuyer/homeowner to coordinate the inspection and be present during the inspection.
 - 3.4.3. Upon being appointed by a homebuyer/homeowner, you will be responsible to interact as required with the property inspector and homebuyer/homeowner unless you opt out.
 - 3.4.4. You can opt out by sending an email to account@duedi.com.
 - 3.4.5. You will respond promptly to communications sent by DueDi or by the property inspector.

- 3.4.6. You agree that DueDi may contact you to make sure everything goes smoothly.
- 3.4.7. In the event that you can no longer be present during the inspection or respect the homeowner/homebuyer time constraints, you will inform them asap and work with them and the property inspector to resolve the situation.

4. Access to Website

4.1. Registering/Using the Website

4.1.1. Registering as a Property Inspector:

- 4.1.1.1. You can create a profile, submit it for verification, and once vetted by our team your profile will be published and become available for bookings by prospective customers.
- 4.1.1.2. Your interactions with Clients are governed by these Terms and your own terms and conditions of property inspection which you must publish on the Website.
- 4.1.1.3. You warrant that you can legally form a contract in New Zealand.
- 4.1.1.4. You must pay the activation fee (as detailed on our fees page) before we publish your profile.
- 4.1.1.5. You agree that DueDi will vet your profile before it gets published. We reserve the right to publish or not your account, at our sole discretion.
- 4.1.1.6. You will ensure your account information is accurate and current, including your, calendar, working areas, and financial information.
- 4.1.1.7. You are responsible for any Content you publish or share, and to resolve issues arising from errors.

4.2. Emails and Newsletters

- 4.2.1. You agree that we will communicate with you by email to coordinate bookings and to promote and market other services from DueDi. Communications include a newsletter which you can unsubscribe from at any time.

5. DueDi's services

5.1. Venue: DueDi provides a venue to introduce Property Inspectors and Website users, and to allow Property Inspectors to advertise their services. Other than providing our Website as a venue, we do not take any part in the provision of services to Website users, nor do we act as agent for either party.

5.2. Booking: The Website facilitates Website users to book a Property Inspector for pre-purchase/pre-sale inspection services. After providing the required details about the property to be inspected, we will display available inspectors with their profile, service description, and prices. Website users will be able to select a Property Inspector and accept Booking by paying for the Booking. Notifications to the relevant parties will be sent upon confirmation of payment. Property inspections are subject to each Property Inspector's terms and conditions, which are displayed on their public profile.

5.2.1. Availability

- 5.2.1.1. We will display Property Inspectors with active accounts that:

- 5.2.1.1.1. operate in the region where the property targeted for inspection is located,
 - 5.2.1.1.2. are available, and
 - 5.2.1.1.3. that have elected to service the targeted type of property.
- 5.2.2. Pricing
- 5.2.2.1. Prices are set by each Property Inspector. They are in New Zealand dollars and GST inclusive.
 - 5.2.2.2. The Property Inspector's fees must be paid in full upon confirmation of the Booking.
 - 5.2.2.3. Adjustments to the scope of the Booking and Property Inspector's fees are in accordance with each Property Inspector's terms and conditions.
- 5.2.3. Bookings
- 5.2.3.1. When a Booking is completed, the homebuyer/homeowner is entering into a contract with the Property Inspector and agrees to the Property Inspector's terms and conditions as published on the Website.
- 5.2.4. Third parties
- 5.2.4.1. Upon confirmation of a booking and when applicable, a notification will be sent by email to inform the 3rd party that his/her involvement is required.
 - 5.2.4.2. The 3rd party will schedule a time and date for the inspection on the behalf of the homebuyer/homeowner directly in the calendar of the property inspector using a link provided in the notification email.
 - 5.2.4.3. A property inspector may reach out to a 3rd party directly once a booking is completed and vice-versa.
 - 5.2.4.4. The homebuyer will be notified once the inspection is scheduled by the 3rd party.
 - 5.2.4.5. A 3rd party can request to reschedule by contacting the property inspector directly.
 - 5.2.4.6. The property inspector is responsible to approve a request to reschedule. A notification will be sent to all parties.
- 5.2.5. Coordination with the homeowner
- 5.2.5.1. Upon confirmation of a booking, a notification will be sent by email to inform the homeowner of the next steps. The notification includes the details of the booking.
 - 5.2.5.2. A property inspector may reach out to the homeowner directly once a booking is completed and vice-versa.
 - 5.2.5.3. The homeowner can request to reschedule by accessing the details about the booking via a link in the notification email or by contacting the property inspector directly.
 - 5.2.5.4. The property inspector is responsible to approve a request to reschedule. A notification will be sent to all parties.
- 5.2.6. Cancellation and Refunds
- 5.2.6.1. Cancellation and refund policy follow individual property inspectors' terms of service

- 5.2.6.2. Homebuyer/homeowner can request cancellation and refund directly with the property inspector or via a link in the notification email.
- 5.2.6.3. The property inspector can choose to cancel with or without a refund at his/her own discretion. We recommend processing refunds via the property inspector's portal.
- 5.2.6.4. A cancellation is processed immediately once a property inspector confirms a cancellation on the DueDi portal.
- 5.2.6.5. Refunds may take some time to be processed.

5.2.7. Vetting of property inspectors:

- 5.2.7.1. We make sure that property inspectors' profiles are complete and attempt to verify claims from property inspectors, where possible before they can start promoting their services on DueDi. It doesn't remove the homebuyer/homeowner responsibility to make their own due diligence on the property inspector before proceeding with the booking.

5.2.8. We do not:

- 5.2.8.1. guarantee that by promoting your services on DueDi that you will get bookings;
- 5.2.8.2. guarantee the skills of property inspectors or the quality of the service they provide; or
- 5.2.8.3. hold any responsibility in regard to bookings and the delivery of inspection services including but not limited to:
 - 5.2.8.3.1. additional scope of work due to homeowner/homebuyer or 3rd party providing incorrect information;
 - 5.2.8.3.2. due to delays in response from the involved parties; or
 - 5.2.8.3.3. errors in Property Inspector's profile;
- 5.2.8.4. represent, endorse, recommend any of the Property Inspectors; or
- 5.2.8.5. represent any homebuyer/homeowner.

5.2.9. DueDi is not a party to any contract between Property Inspectors and their clients.

5.2.10. Property inspectors are not employees or agents of DueDi.

5.3. Disclaimer

- 5.3.1. To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for Loss in connection with:
 - 5.3.1.1. the Website being unavailable (in whole or in part) or performing slowly;
 - 5.3.1.2. any error in, or omission from, any information made available through the Website;
 - 5.3.1.3. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and

- 5.3.1.4. any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 5.3.2. We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.
- 5.3.3. We make no representation or warranty that the Website will be uninterrupted, timely, secure, or error-free, or that any information provided on the Website is error-free or reliable.
- 5.3.4. We provide the Website to facilitate the booking and initial scheduling of property inspections. It is the responsibility of the parties involved to make sure that the inspection is completed on the agreed terms. We do not act as agent for either party.
- 5.3.5. To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for Loss in connection with property inspection services including:
 - 5.3.5.1. Content, safety, description, worthiness, quality, or legality of the property inspection services promoted by Property Inspectors on the Website:
 - 5.3.5.2. the accuracy of the Property Inspector's Content;
 - 5.3.5.3. the ability of users to pay for a Booking;
 - 5.3.5.4. the ownership status or right to sell of any property; and
 - 5.3.5.5. any other information provided to you by the Property Inspector, including reports and recommendations of any kind.

5.4. Liability

- 5.4.1. You agree that to the maximum extent permitted by law.
 - 5.4.1.1. you access and use the Website at your own risk; and
 - 5.4.1.2. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
 - 5.4.1.3. Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD100.
 - 5.4.1.4. Despite clause 5.3.1.3 above, Property Inspectors agree that they are receiving access to and use of the Website and the Services for the purposes of trade and to the maximum extent permissible by law,
 - 5.4.1.4.1. the Consumer Guarantees Act 1993 does not apply to the supply of the Website or Services to Property Inspectors; and
 - 5.4.1.4.2. it is fair and reasonable that the parties are bound by this clause 5.3.1.4.

- 5.4.1.5. To the maximum extent permitted by law and only to the extent clauses 5.3.1.2 and 5.3.1.3 of these Terms do not apply, our total liability to you under or in connection with these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website, must not exceed NZD100.

5.5. Indemnity

- 5.5.1. You release, indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

5.6. Breach

- 5.6.1. At our discretion, we may limit your activities, suspend, or remove your account if you breach these Terms.
- 5.6.2. We make no representations or warranties that property inspectors are appropriately licensed, free of bankruptcies or civil or criminal legal judgments, or carry appropriate general and public liability insurance either at the time of registration, during the period they are subscribed, or thereafter. We advise you to satisfy yourself as to the accuracy of the information provided by each property inspector or Website user.

6. Fees and Accounts

6.1. Fees

- 6.1.1. Property Inspectors must pay the Fees set out on our fees page (<https://duedilt.freshdesk.com/solution/articles/44000643113-how-much-does-it-cost-to-be-on-duedi->). All Fees are in New Zealand dollars, and are non-refundable.
- 6.1.2. We use Stripe to facilitate payments on the Website. Your use of payments facilities are subject to the Stripe Connected Account Agreement (<https://stripe.com/nz/connect-account/legal>), which includes the Stripe Terms of Service (<https://stripe.com/nz/legal>) (collectively, the "Stripe Services Agreement"). By creating a listing on the Website or by accepting a Booking, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. You authorize us to share personal information and transaction information with Stripe related to your use of the payment processing services provided by Stripe.
- 6.1.3. Fees payable by Property Inspectors are deducted automatically when a Booking is created, and upon Payout in accordance with clause 6.1.4 below.
- 6.1.4. Payouts
- 6.1.4.1. Once a property inspection has been completed, it takes 4 days for the funds to become available for Payouts in your property inspectors account.
- 6.1.4.2. Payouts follow the schedule defined in your accounts. It may take a few days for the funds to appear in your bank account, which depends on your financial institution.
- 6.1.4.3. We are not responsible for any action taken by the institution holding the payout account to not credit the payout account or to otherwise not make funds available to you as you expected.
- 6.1.4.4. If a payout fails, Stripe will try again. If the error persists, we will contact you.
- 6.1.5. Overdue amount for property inspectors
- 6.1.5.1. Stripe may try to debit your bank account directly (direct debit) if you have overdue accounts.

- 6.1.5.2. If it fails, we will work with you to balance your account.
- 6.1.5.3. We reserve the right to take actions against you to recover any overdue amounts.
- 6.1.6. Refunds and cancellation
 - 6.1.6.1. Refund and cancellation follow property inspectors' terms of service.
 - 6.1.6.2. Property inspectors are responsible for any fees related to providing a refund to a client. Stripe does not refund the payment processing fee when a refund, full or partial, is emitted.
 - 6.1.6.3. When a full refund is emitted, DueDi will refund the application fee paid by the property inspector. The application fee is not refunded for partial refunds.
- 6.1.7. Tax
 - 6.1.7.1. A valid tax invoice for the Booking will be sent to the homebuyer/homeowner once a booking is complete.
 - 6.1.7.2. All tax obligations are the responsibility of the Property Inspector and the Website user.
 - 6.1.7.3. Monthly booking summary may be sent to property inspectors. It will not be sent if there were no activity in a given period.
 - 6.1.7.4. We may change our fees at any time, by updating the fees page (<https://duediltd.freshdesk.com/solution/articles/44000643113-how-much-does-it-cost-to-be-on-duedi->). Fee changes are effective immediately, unless we notify you otherwise.
 - 6.1.7.5. We reserve the right to take action against you to recover outstanding debts. You are responsible for all cost that arises from those actions.
- 6.2. Property Inspector accounts
 - 6.2.1. You need to have a bank account with a NZ financial institution.
 - 6.2.2. When activating your account for the first time, we will create a Stripe account on your behalf.
 - 6.2.3. You will have access to a summary of your booking and financial information through your DueDi account.
 - 6.2.4. We will perform requests to Stripe on your behalf as it is required for DueDi to work.
 - 6.2.5. We will update your Stripe details automatically when you update your DueDi account information.
 - 6.2.6. You are responsible to reconcile your tax obligations and financial information. You are responsible to keep record historical records of your bookings, terms of service, and pricing.
 - 6.2.7. Additional information may be required by Stripe for verification purposes. We will inform you if that is the case. You are responsible to provide the additional information within the required timeframe to avoid delays in receiving payments.
- 6.3. Closing your account
 - 6.3.1. Your account can be closed upon request. Your Property inspectors' profile will be unpublished and then deactivated once all obligations from both DueDi and the property inspector have been fulfilled. You will be required to complete your obligations before the account can be fully closed. Note that final payouts will happen following the payout

schedule defined in your Account and when the funds become available. Contact us at account@duedi.nz to request a closure of an account.

6.3.2. Disputes

- 6.3.2.1. Property inspectors are responsible for handling dispute.
- 6.3.2.2. Upon being informed that a charge has been disputed, you should contact the Client directly and try to solve the problem.
- 6.3.2.3. When a charge is disputed, Stripe will automatically deduct your account by the amount of the original transaction plus the dispute fee.
- 6.3.2.4. Property inspectors are responsible for any fees related to a disputed charge.
- 6.3.2.5. If you win a dispute, the dispute fee is reimbursed, and the funds of the original transaction are put back into your account.

6.3.3. Fraud

- 6.3.3.1. We take fraud seriously.
- 6.3.3.2. Stripe has mechanisms in place to prevent fraud.
- 6.3.3.3. You are responsible for ensuring any payments associated with your account are legitimate.
- 6.3.3.4. If the system blocks a legitimate payment, please try with another card or contact us at info@duedi.nz.
- 6.3.3.5. Failure to provide additional verification information when requested by us in a timely manner may result in account suspension or delays in funds becoming available.

6.3.4. Authorisation

- 6.3.4.1. You must be authorised by the company or individual when creating an account, making a booking, or offering your services. Unauthorised registration of a company and individuals will be considered fraudulent behaviour. Actions will be taken by us in our sole discretion to remediate the situation.

7. Intellectual Property

- 7.1. We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel), and the Underlying Systems.
- 7.2. Any use of the Website's content is strictly prohibited.
- 7.3. You confirm that you either own or have permission to use all of the content that you post and upload when using our Services (Content). You grant us a licence or right to use your Content so we can improve and provide our Services.

8. General

- 8.1. If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 8.2. These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-

exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.

- 8.3. For us to waive a right under these Terms, the waiver must be in writing.
- 8.4. Clauses which, by their nature, are intended to survive termination of these Terms, continue in force.
- 8.5. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 8.6. These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.