

# Wofo – Provider Terms of Use

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## Wofo – Provider Terms of Use

Wofo Limited (**Wofo**) provides a platform (**Platform**) that connects individual workers wanting to pick up shifts (**Workers**) with healthcare providers needing urgent shifts to be filled (**Providers**).

These terms of use (**Terms**) govern your use as a Provider (**you**) of the Platform and of the Wofo website (**Site**). By downloading or using the Platform or Site, you agree to comply with and be bound by these Terms, which form the basis of your agreement with Wofo. If you do not agree with these Terms, you must not use the Platform or Site.

Downloading the Platform does not guarantee that you will be accepted as a Provider. You must apply to become a Provider by completing the registration process set out below.

### 1. HOW THE PLATFORM WORKS

- 1.1 The Platform can be used to connect Providers that have healthcare service shifts to be filled, with Workers seeking to provide healthcare services for that shift (a **Shift**). To create and confirm Shifts you must be registered as a Provider. To view, reserve and accept Shifts the individual must be registered as a Worker.
- 1.2 Wofo is not a provider of personnel or workers, and does not employ or contract any Workers. Unless explicitly specified otherwise in the Platform, Wofo's responsibilities are limited to:
  - (a) facilitating the availability of the Platform;
  - (b) communicating and negotiating with Providers and Workers where required;
  - (c) serving as the limited payment collection agent of each Worker for the purpose of accepting payments from Provider; and
  - (d) where instructed by a Provider, acting as a limited authorised agent of that Provider for the purpose of managing the Provider's use of the Platform and confirming Workers for Shifts within certain parameters,(together, the **Wofo Services**).
- 1.3 The Platform is intended to be used to facilitate Providers and Workers connecting and completing Shifts directly with each other. Wofo cannot and does not control the content contained in any Shift and the conditions or experience of any Shift. To the extent permitted by law, Wofo is not responsible for, and disclaims all liability related to, any and all Shifts. Any Shifts will be confirmed at your own risk.

### 2. DEFINITIONS

- 2.1 In these Terms, certain words are defined throughout and otherwise:

"**Independent Contractor Agreement**" has the meaning set out at clause 5.1.

"**Provider**" means a healthcare facility/provider that is registered with Wofo and has Shifts to offer to Workers.

"**Provider Service Fee**" means the fee that Wofo charges a Provider for the use of the Wofo Services, which is calculated as up to 10% of the applicable Shift Value plus GST, or as amended by us from time to time.

"**Shift**" has the meaning set out at clause 1.1.

"**Shift Value**" means the amount that is due and payable by a Provider to a Worker for a Shift, calculated as the agreed hourly rate multiplied by the hours actually worked, as per the relevant Independent Contractor Agreement. The Shift Value will be plus GST if the relevant Worker is GST-registered, and will otherwise not include GST or have GST added.

"**Wofo Services**" has the meaning set out at clause 1.2.

**"Worker"** means an individual healthcare worker who is registered with Wofo and is willing to complete Shifts for Providers.

**"Worker Service Fee"** means the fee that Wofo charges a Worker for the use of the Wofo Services, which is calculated as up to 5% of the applicable Shift Value plus GST, or as amended by us from time to time.

### 3. REGISTRATION AS A PROVIDER

3.1 To be eligible to register as a Provider you must:

- (a) be a healthcare provider;
- (b) provide all requested information to us, including your legal entity details and GST number;
- (c) be accepted as a Provider by Wofo in its sole discretion, which may include entering into a separate subscription agreement with Wofo.

3.2 By registering as a Provider, you:

- (a) warrant and represent that all of the information provided to us by you as part of the registration process is correct, complete and not misleading in any respect;
- (b) warrant and represent that the individual completing the registration has the power to bind the Provider's legal entity to these Terms; and
- (c) unless otherwise agreed, grant us authority as your agent to negotiate and confirm Shifts on your behalf through the Platform within any agreed limitations.

3.3 Once you are registered as a Provider, you can create and confirm Shifts in accordance with these Terms.

### 4. SHIFTS

4.1 To create a listing for a Shift, you must provide all information requested by Wofo, including:

- (a) the type of services to be provided for the Shift;
- (b) the date, time and location of the Shift;
- (c) any specific requirements a prospective Worker must meet to complete the Shift (e.g. experience, training or qualifications); and
- (d) the maximum hourly rate to be offered for the Shift.

4.2 Wofo will make Shifts available to Workers via the Platform in accordance with Wofo's internal processes, which may take into account each Worker's specified pay rate, feedback rating, track record, qualifications, experience and other matters at Wofo's discretion. Wofo provides notice of Shifts in decreasing priority order, so Workers are not guaranteed to receive notice of any given Shift.

4.3 Workers who see a Shift may request to reserve that Shift via the Platform. Workers are not guaranteed to be confirmed after reserving that Shift. Once a Shift is reserved, you (or Wofo on your behalf) may negotiate or confirm that Shift.

4.4 During negotiations or after confirmation by you (or by Wofo on your behalf), the Worker may accept the Shift, which will be deemed to create an Independent Contractor Agreement between you and the Worker. In this case:

- (a) the Worker will be responsible for completing the Shift and performing its obligations to you under the Independent Contractor Agreement; and

- (b) you will be responsible for making the Shift available and performing your obligations to the Worker under the Independent Contractor Agreement.
- 4.5 You are responsible for any Shifts listed. Accordingly, you warrant that any Shift will be accurately represented and otherwise in compliance with all applicable laws, rules and regulations that may apply to that Shift.
- 4.6 Each Shift of between 4 and 12 hours will be deemed to include one 30-minute unpaid break, and each Shift of more than 12 hours will be deemed to include two 30-minute unpaid breaks.
- 4.7 When you list a Shift, you may also choose to include certain requirements that must be met by the Workers who are eligible to reserve the Shift (as permitted by Wofo), such as specific shift tasks or additional health and safety protocols for such things as disease protection or dementia care, etc. Any Worker wishing to reserve a Shift with such requirements must meet these requirements.
- 4.8 You do not have to accept any response to your Shift listing, and you must decide for yourself whether any proposed Worker is suitable for you. Wofo may make certain tools available to you to help you to make informed decisions about which Workers you choose to confirm for your Shifts.
- 4.9 Wofo assumes no responsibility for your compliance with any agreements with, or duties to, Workers or third parties, or with any applicable laws, rules or regulations. Wofo reserves the right, at any time and without prior notice, to remove or suspend any listed Shift for any reason.

## 5. INDEPENDENT CONTRACTOR AGREEMENTS

- 5.1 When you confirm and a Worker accepts a Shift, you and the Worker will be deemed to enter into a separate independent contractor agreement in respect of a Shift (each, an **Independent Contractor Agreement**). Unless Wofo agrees to you using other terms, each Independent Contractor Agreement will incorporate the Wofo - Independent Contractor Agreement Terms available at: <https://www.medstaff.co.nz/>.
- 5.2 You may agree with a Worker to use different terms for any Independent Contractor Agreement, subject to Wofo's prior written approval. If approval is given, Wofo may, in its sole discretion, charge you an initial setup fee of up to \$2,300 plus GST.
- 5.3 Any Independent Contractor Agreement is between you and the Worker, and Wofo is not a party to it – even if Wofo confirms the Shift on your behalf. With the exception of its payment collection obligations under these Terms, Wofo disclaims all liability arising from or related to any Independent Contractor Agreement.
- 5.4 Under each Independent Contractor Agreement, you will pay the Shift Value to Wofo, with Wofo acting as limited payment collection agent of the Worker.

## 6. EARLY TERMINATION OF SHIFT

- 6.1 Where you and a Worker agree to a shift arrangement spanning multiple days (**Multi-Day Shift**), either you or the Worker may terminate the arrangement before the end of the Multi-Day Shift for any or no reason by giving the other party and Wofo written notice of termination, in which case the arrangement will come to an end:
  - (a) at the completion of the current work period; or
  - (b) if notice of termination is given after one work period has ended but before the next scheduled work period in the Multi-Day Shift is due to commence, with immediate effect.
- 6.2 Where a Multi-Day Shift is terminated early under this clause,
  - (a) the Worker will be entitled to be paid the Shift Value for the hours that have been completed, but otherwise will have no entitlement to be paid for the balance of the Multi-Day Shift not completed;

- (b) the Provider Service Fee and Worker Service Fee will be adjusted according to the hours that have been completed, and the Provider Service Fee and Worker Service Fee will not be payable in respect of the balance of the Multi-Day Shift not completed; and
- (c) the balance of the Multi-Day Shift may be re-listed on the Platform as a new Shift or a series of new Shifts in accordance with these Terms.

## **7. PAYMENTS**

- 7.1 Under each Independent Contractor Agreement in respect of a Shift:
  - (a) you will pay the Shift Value to Wofo, with Wofo acting as the Worker's limited payment collection agent;
  - (b) you will pay the Provider Service Fee to Wofo;
  - (c) Wofo will deduct the Worker Service Fee from the Shift Value due to that Worker; and
  - (d) Wofo will remit the balance of the Shift Value to the Worker, subject to any deductions.
- 7.2 Wofo will invoice you in respect of all Shifts for a month, and will create and include invoices from each relevant Worker to you in each case. These invoices will show the Shift Value, Provider Service Fee and Worker Service Fee (and GST, if any) for each Shift.
- 7.3 Wofo will remit the Shift Value to the Worker in the next weekly pay cycle after completion of a Shift, even if Wofo does not receive the Shift Value from you until later. The remittance will be made by direct credit to a New Zealand bank account nominated by the Worker.
- 7.4 You must make all payments to Wofo under these Terms and any Independent Contractor Agreement on or before the 20<sup>th</sup> of the month following the date of Wofo's invoice.
- 7.5 Upon you paying the Shift Value to Wofo, your payment obligation to the Worker for the Shift Value is extinguished, and Wofo is responsible for remitting the Shift Value, in accordance with these Terms. If Wofo does not remit any such received amounts, the Worker will have recourse only against Wofo.
- 7.6 If you fail to pay the Shift Value to Wofo within 21 days of the date payment is due, Wofo may recover from the Worker any Shift Value paid to the Worker in advance, by withholding and setting-off the value of the Shift Value from any pay-out amounts due to the Worker. The Worker will be able to pursue you directly for recovery of the Shift Value not paid.
- 7.7 If you pay Wofo for a Shift and later discover that the corresponding Shift Value was not due (for example, where the Worker did not complete the Shift), you may recover any excess Shift Value from the Worker directly under the relevant Independent Contractor Agreement. You will have no recourse against Wofo, except where Wofo has failed to provide the Wofo Services to you in accordance with these Terms.
- 7.8 If you do not pay any amounts due to Wofo in full and on time, then Wofo may charge you default interest at the rate of 15% per annum (calculated daily from the due date). You must pay any and all costs incurred by Wofo (including legal costs, as between solicitor and client) in the enforcement or attempted enforcement of any of Wofo's rights, remedies or powers under these Terms.

## **8. CANCELLATIONS**

- 8.1 No amount will be payable by you to a Worker if:
  - (a) you or the Worker cancel a reserved Shift request before the reserved Shift is confirmed by you;
  - (b) you or Wofo cancel a confirmed Shift at any time before commencement of that confirmed Shift; or

- (c) the Worker cancels a confirmed Shift more than 6 hours before the time that Shift is scheduled to commence.
- 8.2 If a Worker wishes to cancel a confirmed Shift within 6 or fewer hours before the time a Shift is scheduled to commence, or if the Worker chooses to not complete the Shift, then:
- (a) Wofo may charge that Worker a cancellation fee of up to 50% of the Worker Service Fee for that Shift; and
  - (b) you are not required to pay the remainder of any Shift Value to that Worker in respect of that Shift.
- 8.3 Except if you terminate an Independent Contractor Agreement due to the Worker's material breach of the Independent Contractor Agreement, if you cancel a confirmed Shift once the Shift has started or does not permit a Worker to complete an accepted Shift, then:
- (a) you must pay Wofo the full Provider Service Fee for that Shift; and
  - (b) you must pay the Worker for the full Shift Value if the Worker was providing services for the Shift as at the time of cancellation.
- 8.4 In certain circumstances, Wofo may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed Shift, in which case Wofo may decide not to charge any fee.

## 9. RESTRICTIONS

- 9.1 You agree that when you use the Platform you will comply with all applicable New Zealand laws and these Terms. In particular, but without limitation, you agree not to:
- (a) use the Platform for any unlawful or fraudulent purpose, including to represent yourself as or impersonate a Worker or Provider, if you are not one;
  - (b) take any action that could interfere with the normal operation of the Platform or any Wofo activity;
  - (c) list a Shift with false or misleading information, or list a Shift that you do not intend to make available;
  - (d) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
  - (e) use automated scripts to collect information from or otherwise interact with the Platform;
  - (f) use the Platform to find a Worker and then complete a Shift independent of the Platform, in order to circumvent the obligation to pay any Worker Service Fee or Provider Service Fee related to the Wofo Services or for any other reason;
  - (g) accept or make a payment for a Shift outside of Wofo – and if you do so, you acknowledge and agree that you:
    - (i) would be in breach of these Terms;
    - (ii) accept all risks and responsibility for such payment, and
    - (iii) indemnify and hold Wofo harmless from any liability in connection with such payment;
  - (h) provide to Workers any extra services not covered by these Terms;
  - (i) provide inaccurate, defamatory or offensive feedback in relation to a Worker;
  - (j) use any information available through the Platform that could compromise any person's security or use of the Platform;

- (k) access data of which you are not an intended recipient or log into a server or account on a network related to the Platform that you are not expressly authorised to access;
- (l) infringe any third party intellectual property rights;
- (m) allow any other person to use your account;
- (n) make or distribute copies of the Platform;
- (o) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Platform;
- (p) create derivative works based upon the Platform of any kind whatsoever or any software or programming related to the Platform;
- (q) use the Platform for any unfair commercial or competitive advantage, any illegal, defamatory or objectionable purpose, or any purpose that could bring the reputation of Wofo into disrepute; or
- (r) allow any third party to do any of these things.

## 10. SUSPENSION AND TERMINATION

10.1 We may decide to limit, suspend, deactivate or terminate your agreement with Wofo under these Terms at any time without liability to you, if you:

- (a) breach these Terms and the breach is incapable of remedy, or you do not remedy the breach within 14 days;
- (b) become insolvent or unable to pay your debts as they fall due, or enter liquidation, bankruptcy, voluntary administration, statutory management or similar; or
- (c) commit any act or omission that may bring Wofo into disrepute or otherwise prejudice Wofo's interests in our sole discretion.

10.2 If we exercise our discretion under these Terms to suspend, deactivate or terminate your agreement with Wofo under these Terms, any or all of the following can occur with or without prior notice or explanation to you:

- (a) all rights and licences granted to you in respect of the Platform will cease, and you must immediately stop using the Platform;
- (b) any pending or accepted future Shifts will be immediately terminated;
- (c) we may communicate to any Workers that a potential or confirmed Shift has been cancelled; and
- (d) you will not be entitled to any compensation for Shifts (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your agreement with Wofo under these Terms.

10.3 You may terminate your agreement with Wofo under these Terms by providing not less than 30 days' written notice to us.

10.4 If you wish to restart your agreement with Wofo, you will have to re-register as a Provider in accordance with these Terms.

## 11. NON-SOLICITATION & PLACEMENT FEES

11.1 You agree that you will not employ or contract any Worker except in accordance with these Terms and the relevant Independent Contractor Agreement, while these Terms apply and for 12 months after termination of these Terms (the **Non-solicitation Period**).

- 11.2 If you employ or contract any Worker during the Non-solicitation Period, you must pay a placement fee of \$990.00 plus GST to Wofo.
- 11.3 You must immediately notify Wofo of any intent or attempt to employ or contract any Worker during the Non-solicitation Period. If you fail to do so, you must pay an extra non-notified placement fee of \$5,000.00 plus GST to Wofo, in addition to any placement fee.

## 12. NO ENDORSEMENT

- 12.1 Wofo does not endorse or guarantee any Worker or Shift. You understand that:
- (a) you are required by these Terms to provide accurate information;
  - (b) even if Wofo recommends you or any particular Worker, this is not an endorsement or representation of quality and Wofo will not be liable for any such recommendation; and
  - (c) although Wofo may undertake additional checks and processes designed to help check the identities or backgrounds of Workers, Wofo does not confirm, endorse or make any representations about you, any Worker or any Shift.
- 12.2 Wofo recommends that you always carry out your own evaluation and take due care when deciding whether to accept a reservation from a Worker. Wofo is not responsible for any damage or harm resulting from any of your interactions with Workers.
- 12.3 Wofo may, in its discretion, give each Worker a Wofo User Feedback (**WUF**) score, which helps determine which Shifts that Worker can see/reserve. Wofo may amend any elements of how it calculates each WUF in its sole discretion, and any decision by Wofo in connection with any WUF is final.

## 13. APPOINTMENT OF WOFO AS LIMITED AGENT

- 13.1 Unless you notify us otherwise in writing, you appoint Wofo as your limited authorised agent for the purpose of listing, amending, negotiating and confirming reserved Shifts on your behalf.
- 13.2 Each Worker appoints Wofo as their limited payment collection agent solely for the purpose of accepting the Shift Value from Providers. You agree that payment made by you through Wofo will be considered the same as a payment made directly to the relevant Worker.
- 13.3 You understand that Wofo accepts payments from you as a Worker's limited payment collection agent and that Wofo's obligation to pay a Worker is subject to, and conditional upon, successful receipt of the associated payments from you.
- 13.4 Despite any agency arrangements, Wofo assumes no liability for any acts or omissions of you or any Worker.

## 14. PRIVACY

- 14.1 You agree that Wofo's Privacy Policy (as may be updated from time to time) governs Wofo's collection and use of your personal information. Wofo's Privacy Policy is available at Wofo's website: [www.medstaff.co.nz/privacy](http://www.medstaff.co.nz/privacy).

## 15. PLATFORM

- 15.1 In order to use the Platform your device must meet any requirements we notify you of from time to time. The Platform may function on mobile devices with other specifications, but we cannot guarantee that it will operate correctly on your device.
- 15.2 You may at times be required to download any updates to or new versions of the Platform when these are made available to continue using the Platform.
- 15.3 The Platform is intended to be available for use at all times, but:
- (a) you may not have access to all of the functions of the Platform;

- (b) the Platform may only be available in certain areas, which we will decide in our sole discretion;
- (c) from time to time, we may change the availability of the Platform, or functions within it, without telling you, including for maintenance, operational and technical reasons; and
- (d) given it is provided over the internet, GPS and mobile networks, you acknowledge that the quality and availability of the Platform may be affected by factors outside our reasonable control.

15.4 We are not liable for:

- (a) any error or non-performance of the Platform arising from your use of the Platform;
- (b) any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program;
- (c) any unavailability of the Platform (or parts of it);
- (d) any difficulty or inability to download or access content; or
- (e) any other malfunction or communication system failure.

## 16. INTELLECTUAL PROPERTY

16.1 By downloading the Platform and registering as a Provider you are granted a non-exclusive, non-transferable, royalty-free, revocable licence to use the Platform for your personal use in accordance with these Terms.

16.2 You cannot send the Platform to anyone else, and you are not allowed to copy, or modify the Platform, any part of the Platform, or our trademarks in any way. You are not allowed to attempt to extract the source code of the Platform, and you also must not try to translate the Platform into other languages, or make derivative versions. The Platform itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, remain our property at all times.

16.3 If you add any content to the Platform, you agree that:

- (a) you own the content or you have the legal right to use the content/image;
- (b) use of the content will not breach any person's intellectual property rights;
- (c) you will not add anything that we might consider offensive, harmful, inaccurate or inappropriate; and
- (d) to the best of your knowledge, the content does not contain any viruses.

16.4 By adding content to the Platform, you grant us a non-exclusive, transferable, royalty-free, perpetual, worldwide and irrevocable license to use the content for any purpose in connection with Wofo.

16.5 We have sole discretion to remove or alter any content or images that we consider offensive, harmful, inaccurate or inappropriate. If we suspect you have breached this clause, we may immediately terminate your account or take any action necessary or desirable to address any breach.

16.6 You indemnify us for any loss we incur as a result of your breach of this clause 16.

16.7 If you provide us with ideas or suggestions relating to the Platform (**Feedback**):

- (a) we will own all intellectual property rights in that Feedback and anything created as a result (including new material, modifications or derivative works); and

(b) we may use or disclose the Feedback for any purpose.

## **17. FORCE MAJEURE**

17.1 No party to these Terms will be liable for failure to perform its obligations if the failure results from any cause beyond that party's reasonable control, including force majeure, act of God, fire, explosion, epidemic or pandemic, industrial dispute or governmental action.

## **18. DISCLAIMERS**

18.1 By using the Platform you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Workers or other third parties will be limited to a claim against the particular Worker or other third parties who caused you harm. This includes any loss or damage to you, your assets, or to anyone else that occurs in connection with a Shift.

18.2 You agree not to attempt to impose liability on or seek any legal remedy from Wofo with respect to such actions or omissions.

18.3 If you choose to use the Platform, you do so at your sole risk. You acknowledge and agree that Wofo does not have an obligation to conduct background or Police checks on you or any Worker, but may conduct such background or Police checks in its sole discretion.

18.4 You understand that Wofo is not required to make any attempt to verify the statements of Workers on the Platform.

18.5 Workers are not employees of, or contractors to, Wofo. Workers do not provide any services to Wofo, and nothing in these Terms, any Independent Contractor Agreement or the Platform will constitute any trust, employment relationship, joint venture, partnership, agency or arrangement between you and Wofo, except for the limited agency set out in clause 13.

## **19. LIABILITY & INDEMNITY**

19.1 In relation to the Platform, Wofo will not be liable for any losses, costs, expenses or liabilities of whatever nature and howsoever arising, unless they arise as a direct result of:

(a) any material breach of these Terms by Wofo; or

(b) any gross negligence, wilful default, fraud, or dishonesty by Wofo.

19.2 You are solely liable for all activity that takes place on the Platform in your name, even if you comply with these Terms and do not participate in or condone the activity.

19.3 You are liable for any costs charged by your internet service provider, including any data connection costs charged in connection with your download or use of the Platform.

19.4 You are solely responsible for ensuring that the information you provide to us when setting up, amending, reserving, accepting or completing Shifts is accurate. We accept no liability for the accuracy of the information you or any Worker supplies to us when setting up, amending, reserving, accepting or completing Shifts.

19.5 Neither you nor Wofo will be liable to the other party for any indirect or consequential loss or damage arising out of a you using or accessing the Platform. Subject to this, and to the extent permitted by law, you indemnify and will keep indemnified Wofo against all loss or damage suffered or incurred by Wofo arising in connection with your use of the Platform, any Shifts, any disputes with a Worker, any breach of these Terms or any Independent Contractor Agreement or otherwise.

19.6 To the extent permitted by law, Wofo's maximum aggregate liability for any loss or damage suffered or incurred by you arising in connection with your use of the Platform or otherwise will be \$10.

19.7 Wofo gives no warranties as to the performance, reliability or availability of the Platform at any time. To the fullest extent permitted at law, the Platform is provided "as is" and without warranty

of any kind. To the extent permitted by law, Wofo also excludes and disclaims all implied warranties, such as fitness for purpose, merchantability and non-infringement.

- 19.8 Wofo is not party to any Independent Contractor Agreement or completion of Shifts between a Worker and a Provider. Any transaction or contract between you and a Worker is entirely at the risk of you and the Worker.

## **20. COMPLAINTS**

- 20.1 If you have any complaint or issue with a Shift such that you wish to withhold payment from the Worker for that Shift you must immediately contact Wofo at [support@wofo.co.nz](mailto:support@wofo.co.nz), on 03 477 7970 or via the Site. We may attempt to help you and the relevant Worker resolve the issue.
- 20.2 You will only be entitled to a refund of the Provider Service Fee if there is a fault with the Platform and we are required by law to provide a refund. Recovery by you of any Shift Value already paid to a Worker in respect of a Shift is a matter for you and the Worker under the relevant Independent Contractor Agreement.
- 20.3 If you have any comments or complaints about the Platform itself, or about any action by us, or wish to dispute any Provider Service Fee, please contact us at [support@wofo.co.nz](mailto:support@wofo.co.nz) or via the Site.

## **21. UPDATES**

- 21.1 We may make changes to these Terms from time to time. The updated Terms will apply from the time that they are made available to you via the Platform or notified to you via email or any other method. If you do not agree to any change we make, you must stop using the Platform, the Wofo Services and the Site immediately.

## **22. GENERAL**

- 22.1 If at any time any provision of these Terms is or becomes invalid or unenforceable in any respect, that provision will be read down to become valid and enforceable or, if that is not possible, deleted. The other Terms will continue to apply with full effect.
- 22.2 These Terms supersede all previous understandings, agreements and representations whatsoever and constitute the entire agreement between the parties relating to the subject matter of these terms, except where these terms expressly provide otherwise.
- 22.3 From time to time, the Platform may contain links to websites, or the contact information of other persons. These links do not represent any endorsement by Wofo of the products or services offered by any other person.
- 22.4 All dollar figures in these Terms, the Platform or any Independent Contractor Agreement are in NZD.
- 22.5 New Zealand law governs the Platform, the Site, these Terms and any Independent Contractor Agreement. New Zealand courts have exclusive jurisdiction.