

1. DEFINITIONS

- 1.1. If applicable, capitalised terms have the meaning given to them in this Agreement. In addition, the following definitions apply in this Agreement:
- 1.2. 'DFL', also referred to as 'we' or 'us', means Debt Free Limited trading as Debt Free, DFL's successors and assigns or any person acting on behalf of and with the written authority of Debt Free Limited.
 - 1.3. 'Client', also referred to as 'you' or 'your', means any person acting on behalf of and with the Client's authority requesting DFL to provide the Services as specified in any proposal, invoice or other documentation. You, as the Client, further agree that:
 - (a) the terms you and your references, each Client jointly and severally;
 - (b) if you are part of a trust, you shall be bound in your capacity as a trustee; and
 - (c) our rights under this Agreement shall extend to your executors, administrators, successors and permitted assigns.
 - 1.4. 'Goods' means all Goods or Services supplied by DFL to you at your request from time to time. Where the context permits, the terms 'Goods' or 'Services' shall be interchangeable for the other and are described on the invoices, proposals or any other documentation provided by DFL to you.
 - 1.5. 'Services' means all Services supplied by DFL to you and includes any Advice or recommendations about best practice Debt prevention and resolution strategies, and, where the context permits, shall include any supply of Goods.
 - 1.6. 'Price' means the Price of the Goods or Services as agreed between DFL and you.
 - 1.7. 'Agreement' means these terms and conditions, as may be amended from time to time (including any orders, purchases or schedules as applicable).
 - 1.8. 'Amounts Owing' means any amount you owe to DFL from time to time, including the Price, any of your liability under this Agreement, any interest payable, and any enforcement expenses DFL incurs in seeking payment of any Amounts Owing.
 - 1.9. 'Debt' means the amount of money owed to you by the Debtor.
 - 1.10. 'Online Portal' means the Online Portal access supplied by DFL to you to set up alerts, perform credit checks, and load Debts to be collected on your behalf by DFL. Access to this shall remain solely and exclusively with you and shall not be transferable to any other third party without the prior written approval of DFL.
 - 1.11. 'Debtor' means the person, company, partnership, trust, organisation or any other entity that owes a Debt to DFL's Client.
 - 1.12. 'Event of Default' means failing to comply with this Agreement (including your payment obligations under clause 4 of this Agreement).
 - 1.13. 'Commission' means the fee DFL charges for the Services undertaken in collecting any Debt.
 - 1.14. 'Advice' means any instructions, guidance, or recommendations provided to you in relation to the assessment, management, or enforcement of credit extended to a Debtor.
 - 1.15. 'Confidential Information' means all information that could be reasonably regarded in the circumstances as confidential, including information that relates to the business, interests or affairs of a party, this Agreement, the Goods or Services (as applicable), and intellectual property rights, but excludes information which is:
 - (a) in the public domain, other than as a result of a breach of this Agreement;
 - (b) in the possession of a party prior to the commencement of this Agreement without any obligation of confidentiality; and
 - (c) is independently developed or acquired by a party prior to the commencement of this Agreement without relying on information that would itself be Confidential Information.
 - 1.16. 'Insolvency Event' means an event of insolvency or bankruptcy, including:
 - (a) the appointment of an insolvency administrator, manager, receiver or liquidator;
 - (b) any action related to winding up or making a material arrangement in relation to creditors;
 - (c) applying for any type of protection against creditors;
 - (d) being unable to pay your debts as they fall due; or
 - (e) taking or suffering any similar or analogous action in any jurisdiction as a consequence of Debt.
 - 1.17. 'CCLA' means the Contract and Commercial Law Act 2017.
 - 1.18. 'FTA' means the Fair Trading Act 1986.
 - 1.19. 'CGA' means the Consumer Guarantees Act 1993.
 - 1.20. 'GST' means the Goods and Services Tax (as defined in the Goods and Services Tax Act 1985).

2. INTERPRETATION

- 2.1. In this Agreement, unless the context otherwise requires:
- (a) headings are for convenience only and do not affect interpretation;
 - (b) a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or any modification, consolidation, amendment, re-enactment, replacement or codification of it;
 - (c) a reference to "in writing" includes by email;
 - (d) the words 'include' or 'including' or similar expressions are to be construed without limitation;
 - (e) a reference to a party shall include that party's successors, permitted assigns and substitutes; and
 - (f) a word importing the singular includes the plural and vice versa.

3. ACCEPTANCE

- 3.1. You are taken to have exclusively accepted and are immediately bound, jointly and severally, by this Agreement if you place an order for the supply of Goods or any Services.
- 3.2. This Agreement is to be read in conjunction with DFL's Privacy Policy (where applicable). If there are any inconsistencies between any other documents, then this Agreement shall supersede all other agreements.
- 3.3. You warrant that you have the power to enter into this Agreement and have obtained all necessary authorisations to allow you to do so. You are not insolvent, and this Agreement creates a binding and valid legal obligation to meet all your Debts when they fall due.
- 3.4. You acknowledge and accept that if you fail to provide your terms and conditions documentation to the Debtor, DFL reserves the right to refuse to act to collect the Debt and will not be liable for any loss incurred due to DFL's refusal to act regarding the Debt.
- 3.5. You shall issue Debt collection instructions to DFL by completing the appropriate form in the Online Portal through the DFL website.
- 3.6. None of DFL's agents is authorised to make any representations, statements, conditions or agreements not expressed by DFL management in writing, nor is DFL bound by any such unauthorised statements or representations.
- 3.7. You acknowledge that overpayments made by the Debtor to DFL for the repayment of a Debt owed to you shall be returned to you by DFL, and it shall be your responsibility to deal with such funds as are appropriate and required by law.
- 3.8. Where DFL has been provided with an email address from you for communication, both parties agree to fully comply with all current requirements of law pertaining to electronic communication and disclosure of information.
- 3.9. Electronic signatures shall be accepted by both you and DFL (provided both parties have complied with sections in Part 4, Subpart 3 and all other relevant sections in Part 4 of the CCLA).

4. PRICE AND PAYMENT

- 4.1. You will pay DFL the Price set out in any proposal or documentation DFL provides under this Agreement, plus any 'Goods and Services Tax' (as defined and imposed in Part 2, section 8(1) of the Goods and Services Tax Act 1985 (GST)).
- 4.2. Unless otherwise agreed in writing, the Price shall be:
 - (a) indicated on invoices provided to you in respect of the Services; or
 - (b) the Price set out in the proposal for Services, which will be binding, subject to your acceptance of DFL's proposal in writing within seven (7) days.
- 4.3. The Price for Goods or Services shall be DFL's current Price at the date of sale.
- 4.4. The Price will be payable on the dates DFL determines (at DFL's sole discretion), which may be:
 - (a) on or before delivery of the Services; or
 - (b) seven (7) days following the date of any invoice given to you if there is no notice to the contrary.
- 4.5. Where payment is to be made via a direct debit arrangement (as agreed between the parties), you accept that:
 - (a) if a deduction falls due on a non-business day, it will be debited to your account on the next business day following the scheduled withdrawal date;
 - (b) DFL will give you at least thirty (30) days' written notice when changes to the initial terms of the arrangement are made. This notice will state any other changes to the initial arrangement; and
 - (c) if you wish to discuss any changes to the initial arrangement, contact DFL's head office directly. The changes may include: (i) deferring the monthly deduction; (ii) stopping an individual direct debit; (iii) suspending the direct debit; or (iv) cancelling the direct debit.
- 4.6. At DFL's sole discretion, DFL may allocate any payment from you to any invoice DFL determines, and may do so upon receipt or at any time thereafter. In the event of any default by you, DFL may reallocate any previously received and allocated payments. In the absence of any payment allocation, payment will be deemed to be allocated in a manner that preserves the maximum value of DFL's Security Interests in the Services.
- 4.7. You are not entitled to set off against, deduct from, or withhold any part of the Price on the basis of any amount alleged to be owed to you by DFL, nor may you withhold payment of any invoice because part of that invoice is in dispute. If you believe there is any issue or defect in the Services, you must notify DFL in writing within seven (7) days of the date on which the relevant Service was provided, and you expressly acknowledge that it is your responsibility to raise any such concerns within this seven (7) day period. You acknowledge and accept that failure to provide written notice within this timeframe will constitute acceptance of the Services as complete and satisfactory, and all Amounts Owing shall become due and payable in full.

5. COMMISSION

- 5.1. You acknowledge and agree that all Debts loaded in the Online Portal will be subject to Commission on every dollar collected. Commission is calculated as follows:
 - (a) twenty-five percent (25%) plus GST on the first ten thousand dollars (\$10,000.00) collected; and
 - (b) fifteen percent (15%) plus GST on the collected balance over ten thousand dollars (\$10,000.00).
- 5.2. Regardless of any action taken by you (or your agents) after submission of the Debt through the Online Portal, Commission is due and payable if:
 - (a) you or DFL receives payment or part payment of a Debt;
 - (b) an arrangement for payment of a Debt is made by you, your agent, or DFL;
 - (c) you have agreed to the return of Goods or any other resolution that is acceptable to you;
 - (d) you locate an unallocated payment or engage in a settlement agreement that is made through any other means where, in DFL's opinion, Commission is due; or
 - (e) payment or part payment of a Debt is received by you or DFL as a result of any litigation process undertaken, regardless of whether the applicant is you or the Debtor, where associated expenses are acknowledged and awarded by the court as part of the Debt owed by the Debtor to you.
- 5.3. DFL may deduct its respective Commission or any other Amounts Owing from any money collected on your behalf.
- 5.4. Upon receiving payment for a Debt from a Debtor (or any third party), you shall immediately notify DFL of the Debtor's or the third party's payment.
- 5.5. If a liquidator exercises their legal right to claw back any funds considered preferential payments from you, where DFL has recovered such funds on your behalf, you acknowledge and accept that any Commission paid in connection with that recovered Debt will not, in any event, be refundable.
- 5.6. DFL will not refund amounts paid for Commission in any circumstances.

6. DEBT COLLECTION

- 6.1. You acknowledge and agree that by submitting any Debt to DFL, you warrant that no dispute exists in respect of the Debt loaded in the Online Portal, and you further indemnify DFL against any claims arising from any action taken by DFL on your behalf.
- 6.2. You agree that if Debt collection costs are sought for a Debt, they must be:
 - (a) included in the provisions of legally enforceable documentation; and
 - (b) legally recoverable through the correct disclosure of enforceable documentation to the Debtor.
- 6.3. You acknowledge and accept that if you have not provided your terms and conditions to the Debtor and the Debt is successfully collected, DFL will invoice you for the commission set out in clause 5.
- 6.4. DFL may, at its discretion, provide notice via the Online Portal to cancel or close a Debt where all reasonable efforts have been exhausted, and the collection process has been followed through to completion.

7. PRIVACY

- 7.1. You warrant that all information provided to DFL regarding the Debtor, including but not limited to any individual, company or other entity, has been collected in accordance with all required privacy principles defined in the Privacy Act 2020 (as amended by the Privacy Amendment Act 2025 (PAA 2025)) and that prior consent from the Debtor was obtained for the use or disclosure of that information in any way deemed necessary by DFL to collect the Debt from the Debtor or to lodge a default with any credit reporting agency.
- 7.2. Where a default has been recorded against any Debtor submitted for collection, and you subsequently confirm any error on your part that negates the default, you shall be liable for all costs incurred by DFL in removing the default recorded from any credit reporting agency's records, including any liability in relation to fines or penalties incurred by the unauthorised default listing.
- 7.3. You authorise DFL (and DFL's agents) to collect, use, retain and disclose 'personal information' as defined in the Privacy Act 2020 about you and your personnel that you or they provide to us, for the following purposes:
 - (a) assessing creditworthiness and exercising DFL's rights, and performing DFL's obligations under this Agreement;
 - (b) direct marketing purposes (including by email and other electronic means), unless you notify DFL that you do not wish to receive direct marketing from us;

- (c) using the services of credit reporting and debt collection agencies, and you consent to DFL disclosing personal information (including any information about default and repayment history) to a credit reporter, who may hold that information and use it to provide its credit reporting services;
 - (d) registering a security interest under this Agreement; and
 - (e) the use or transfer of personal information to a related company in connection with the performance of DFL's obligations or exercise of DFL's rights under this Agreement.
- 7.4. If you provide any personal information about a third party (including your personnel) to DFL, you confirm that you are authorised to do so by the relevant individual, and you have informed the relevant individual that they have the right to contact DFL to access and, if applicable, request correction of any personal information that DFL holds about them.
- 7.5. If you do not provide the personal information requested, DFL may not be able to perform the obligations under this Agreement.
- 7.6. You can make a privacy complaint by contacting DFL via email at admin@debtfree.co.nz. DFL will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision regarding the complaint within seven (7) days of receipt of the complaint.

8. CONSUMER GUARANTEES ACT 1993 & FAIR TRADING ACT 1986

- 8.1. Nothing in this Agreement will affect any rights you may have as a 'consumer' (as defined under section 2 of the Consumer Guarantees Act 1993 (CGA)) under the CGA.
- 8.2. For the purposes of section 5D of the FTA, the parties acknowledge and agree that, if you are acquiring, or hold yourself out as acquiring, the Goods or Services in trade:
- (a) to the extent permitted by law, you are contracting out of sections 9, 12A and 13 of the FTA; and
 - (b) it is fair and reasonable for the parties to be bound by this clause.
- 8.3. You will indemnify DFL against any liability or expenses incurred by DFL due to your breach of this clause.

9. EVENT OF DEFAULT

- 9.1. If any Amount Owing is overdue, you shall indemnify DFL against all costs, expenses and disbursements incurred in recovering that amount (including without limitation, internal administration fees, debt collection fees, bank dishonour fees, full legal expenses on a solicitor-client basis, and interest charged at the rate of two and a half percent (2.5%) per calendar month, calculated from the due date for payment until the date payment is made in full).
- 9.2. If, for any reason, Commission fees are not paid within seven (7) days of DFL's statement or invoice being rendered, then DFL reserves the right to withhold action on other Debts in the collection process until the account is paid in full.
- 9.3. Further to any other rights or remedies DFL may have under this Agreement, if you make a payment to DFL, and the transaction is subsequently reversed, you shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by DFL.
- 9.4. Without prejudice to DFL's other remedies in law, DFL shall be entitled to cancel all or part of any order of yours that remains unfulfilled, and all Amounts Owing to DFL shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to DFL becomes overdue, or in DFL's opinion, you will be unable to make a payment when it falls due;
 - (b) you become insolvent, convene a meeting with your creditors, propose or enter into an arrangement with creditors or make an assignment for the benefit of your creditors; or
 - (c) a receiver, manager, liquidator or similar person is appointed in respect of you or any asset of yours.

10. CANCELLATION

- 10.1. You appoint DFL as your commercial agent to act on your behalf in the collection of outstanding Debts, by undertaking DFL's standard collection process. This appointment shall remain in effect until cancelled by either party, where you are required to provide not less than thirty (30) days' written notice. If cancellation is notified but the Debt (in whole or in part) is collected, settled, or otherwise resolved during the thirty (30) day notice period, Commission shall remain payable to DFL in accordance with clause 5.
- 10.2. Any debt that has been successfully collected and is being repaid under a written payment plan cannot be cancelled.
- 10.3. If you do not comply with DFL's payment terms, then DFL reserves the right to cancel any outstanding Goods in your name without a refund.
- 10.4. DFL may cancel this Agreement before the delivery of any Goods or Services by giving written notice, in which case DFL shall repay all money paid (less any Amounts Owing) and will not be liable for any loss or damage whatsoever arising from such cancellation.
- 10.5. If you cancel this Agreement (including any terms and conditions documentation packages) for which DFL is providing Services, you shall be liable for any losses or expenses incurred by DFL up to the date of cancellation and arising as a result of such cancellation. You acknowledge and agree that, at DFL's sole discretion:
- (a) no fee will apply where written notice of cancellation is received by DFL via email to admin@debtfree.co.nz within the cooling-off period of five (5) business days from receipt of the invoice and Client onboarding email;
 - (b) where cancellation occurs after the cooling-off period and work has commenced (which you acknowledge begins immediately following the expiration of the five (5) business day cooling-off period), fifty percent (50%) of the Agreement Price shall be immediately due and payable; and
 - (c) upon completion and submission of any draft documentation to you, the full Agreement Price shall be due and payable, regardless of any subsequent cancellation.

11. INTELLECTUAL PROPERTY

- 11.1. Any intellectual property rights in the Goods or Services remain with DFL. Notwithstanding this, DFL grants you a non-exclusive and non-transferable licence, allowing you to reproduce in full any terms and conditions documentation that DFL has supplied to you, including DFL's copyright notice, to provide it to your clients as part of your business processes. You shall only grant your clients the right to retain a copy as a record of the dealings between you and the relevant client. Apart from the non-exclusive and non-transferable licence provided to you in this clause 11, you expressly agree not to supply any of DFL's documentation to any person or entity for any other purpose whatsoever without the prior written consent of DFL.
- 11.2. You acknowledge and agree that, unless expressly authorised by DFL in writing, you have no right or authority to remove, alter, bypass, disable or interfere with any security features or protection measures that restrict copying, extraction or reproducing of any documentation or content that constitutes DFL's intellectual property. This obligation extends to and includes all directors, officers, employees, contractors, and agents acting on your behalf. You are responsible for ensuring that any person with access to DFL documentation is informed that the documents are protected by copyright and must not be copied, transferred, altered, reformatted, or reproduced in any form other than the original PDF format supplied by DFL. You acknowledge and agree that any breach of this clause constitutes a material breach of this Agreement, and that DFL will immediately contact you to seek an amicable resolution. However, if legal action or enforcement is necessary in connection with any failure to comply with this clause, you agree to indemnify DFL for all costs and expenses incurred in enforcing its rights, including legal expenses on a solicitor-client basis, court fees, and any related enforcement expenses.

11.3. You warrant that you have all necessary intellectual property rights in any document or material (including, but not limited to, existing terms and conditions documentation) that are supplied to DFL for its provision of Goods and Services and that there is or will be no infringement of any rights held by any person. You indemnify DFL for any claims made against DFL arising from DFL's use of any document or information you supply.

12. HEALTH AND SAFETY AT WORK ACT 2015

12.1. Each party will comply with the Health and Safety at Work Act 2015 (HSW Act), including all health and safety duties specified in Part 2 of the HSW Act and all other applicable standards and codes of practice relating to health and safety. In addition, each party will comply with the other party's pre-notified and reasonable health and safety policies when on the other party's premises.

13. TRUSTS

13.1. If you, at any time before or after entering into this Agreement, are acting in the capacity of trustee of any trust, then, whether or not DFL has notice of the existence of the trust, you expressly acknowledge and agree that:

- (a) this Agreement binds you both in your personal capacity and in your capacity as trustee of the trust;
- (b) you have full power and authority under the trust deed and in law to enter into and be bound by this Agreement, and that the trust deed does not exclude, restrict or limit your right of indemnity from the trust fund;
- (c) all rights of indemnity, reimbursement and recourse to which you are now, or may at any time in the future be, entitled as trustee against the trust and the trust fund are charged in favour of DFL as continuing security for all Amounts Owing under this Agreement; and
- (d) you will not release, reduce, limit, postpone or otherwise impair your right of indemnity, commit any breach of trust, or do any act or omission which may in any way prejudice or adversely affect that right or DFL's interest in it.

13.2. You further agree that, without the prior written consent of DFL, you will not cause or permit any:

- (a) removal, replacement or retirement of you as trustee of the trust;
- (b) amendment, variation or resettlement of the trust;
- (c) disposal, substitution or material alteration of any trust property; or
- (d) act which would materially reduce the value of the trust or adversely affect DFL's security.

13.3. Your obligations under this clause continue despite any change in trustees, any amendment to the trust deed, the termination or vesting of the trust, or your resignation as trustee, and DFL may enforce its charge against your right of indemnity directly against the trust fund to the maximum extent permitted by New Zealand law.

14. MONEY BACK GUARANTEE

14.1. Subject to the conditions of the guarantee set out in clause 14.2, DFL guarantees that if any Goods (including any terms and conditions or subcontract documentation) DFL provides are not enforceable in a New Zealand court of law, DFL will refund the amount paid for the Goods and Services.

14.2. The conditions applicable to the guarantee given under clause 14.1 are:

- (a) the warranty shall not cover any inability to enforce any Goods where it is caused by or arises through: (i) failure on your part to follow any instructions or guidelines DFL provides regarding the Goods or Services; (ii) failure on your part to properly use the Goods or Services; or (iii) any use of the Goods or Services for any purpose other than the appropriate applications specified on the proposal, invoice or any other documentation supplied to you; and
- (b) you agree that DFL shall not be liable to compensate you for any delay in properly assessing your claim regarding any defective Goods or Services.

15. LIABILITY

15.1. To the extent permitted by law, DFL shall have no liability whatsoever to you for any direct or indirect expense or loss of profit you suffer arising out of DFL's breach of this Agreement (including any unintentional misrepresentation DFL makes to you regarding the Goods or Services).

15.2. Any Advice, recommendation, information, or assistance provided by DFL in relation to any Goods or Services supplied by DFL, or regarding their use or application, is given in good faith and is believed by DFL to be appropriate and reliable. However, all such Advice, recommendations, information, or assistance is provided entirely at your own risk and without any liability or responsibility on the part of DFL.

15.3. You accept all risk and responsibility for consequences arising from the use of the Goods or Services, whether singularly or in combination with other products.

15.4. To the extent permitted by law, DFL's total liability under or in connection with this Agreement and the Goods or Services is limited to, at DFL's option:

- (a) in the case of Goods, any one of the following: (i) the rectification or resupply of the Goods; or (ii) the refund of the expense of the Goods in accordance with our guarantee outlined in clause 14; or
- (b) in the case of Services: (i) resupplying the Services; or (ii) the payment of the expense of having the Services resupplied.

15.5. If DFL has any liability under or in connection with this Agreement, to the maximum extent permitted by law:

- (a) DFL's total aggregate liability to you for any loss, damage or liability arising out of or in connection with this Agreement will be limited to the lesser of: (i) the Price paid to DFL for the applicable Goods or Services; or (ii) the actual loss or damage you suffer; and
- (b) DFL will not be liable for any: (i) indirect, special or consequential loss or damage whatsoever; or (ii) loss of profits, revenue, data, goodwill, clients, opportunities or loss of or damage to reputation.

15.6. The limitations and exclusions on liability in clause 15 will apply irrespective of the legal basis for the applicable claim, including contract, equity, tort, or statute, except for negligence and fraud.

15.7. In no circumstances will DFL have any liability whatsoever under or in connection with this Agreement:

- (a) to any third party;
- (b) for the acts or omissions of any third party; or
- (c) any act or omission performed in accordance with your instructions (or instructions from your authorised agents).

16. GENERAL

16.1. **Governing law:** This Agreement is governed by and to be construed in accordance with the laws of New Zealand, and each party submits to the exclusive jurisdiction of the courts of New Zealand. You further agree that all proceedings between you and DFL will be held at the New Plymouth District Court.

16.2. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings.

16.3. **Priority:** To the extent of an inconsistency between:

- (a) this Agreement;
- (b) all other schedules to this Agreement;

- (c) any privacy or data agreement (if applicable); and
(d) the order of priority set out above will apply (with (a) having the highest priority).
- 16.4. Money held in trust: Any money held in DFL's trust account shall be held on a non-interest-bearing basis. You shall have no claim on any interest earned on any money deposited by DFL.
- 16.5. Subcontracting: DFL may subcontract the performance of DFL's obligations (including to a related company) on the basis that DFL will remain solely liable to you for the performance of the obligations under this Agreement.
- 16.6. Assignment: You must not assign, novate or transfer your rights or obligations under this Agreement without DFL's prior written consent (which may be withheld at DFL's sole discretion). DFL may assign this Agreement to any other person. Without limiting the foregoing, DFL may assign to any other person all or part of the Amounts Owed to DFL.
- 16.7. Collection of Debts: You indemnify DFL and agree that DFL shall not be a party to, and liable for, any action brought against you or DFL by a Debtor in relation to any Debt that you have loaded with DFL for collection.
- 16.8. Amendments: Except where stated otherwise in this Agreement, any amendment to this Agreement must be in writing, signed by both parties, except where DFL is required to make changes to ensure compliance with applicable laws, in which case DFL can give you notice of any such amendments required, and you will be bound by the same.
- 16.9. Notices: Any notice, demand or other communication to be served on a party must be in writing and sent by personal delivery, pre-paid post or email to the address of the relevant party (or otherwise notified to the other party from time to time). Any notice or other communication is deemed to be received (i) if personally delivered, on receipt, (ii) if posted by pre-paid official postal service, on the fifth business day after posting (or seven business days after posting if sent from one country to another), and (iii) if sent by email on the date and time that the email was sent (as evidenced in the sender's email sent history). Notices received after 5pm on a business day will be deemed received on the next business day.
- 16.10. Force majeure: DFL will not be liable to you for any failure or delay in performing DFL's obligations under this Agreement where such failure or delay is caused by events or circumstances beyond DFL's reasonable control, including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of Government or other authority or act of God.
- 16.11. Severability: If any part of this Agreement is illegal or unenforceable, it will be severed, and the remaining clauses of this Agreement will continue in full force and effect.
- 16.12. Waiver: A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- 16.13. Survival: Any provision of this Agreement, which is by its nature a continuing obligation, will survive termination.
- 16.14. Rights of third parties: This Agreement is not intended to confer a benefit on any person other than the parties to this Agreement.
- 16.15. Relationship: DFL will provide Goods or Services to you as an independent contractor. Nothing in this Agreement creates any partnership, joint venture or employment relationship between the parties.
- 16.16. Non-exclusive: This Agreement is not exclusive, and you agree that there are no restrictions on DFL to provide any Goods or Services to any other person.
- 16.17. Counterparts: This Agreement may be executed in any number of counterparts (including by electronic signature or email exchange of PDF copies), constituting the one instrument.