TERMS AND CONDITIONS

FLICK– HOME PROTECTION SUBSCRIPTION

TERMS AND CONDITIONS

ENTIRE AGREEMENT

The Terms and Conditions set out in this document, contain the entire agreement and understanding between Flick Anticimex Limited NZBN 9429030291577 (us, we or THE COMPANY) and You, (THE CUSTOMER) on everything connected with the provision of the "Home Protection" Services.

These terms supersede any previously issued Terms & Conditions.

Other than as set out in clause 6.3 of the Part A General terms and conditions, these Terms and Conditions (T&Cs or Terms) comprise Part A of this document (General) and all other parts which are relevant to the Services provided to you.

TERMS AND CONDITIONS

Where you have requested THE COMPANY's "Home Protection" Services, the terms and conditions set out in the following sections will apply to the provision of those Services to you (together, the Home Protection T&Cs):

Part A: General
Part B: General Pest - Home Protection T&CS

Acknowledgement: By accepting the Services, you, THE CUSTOMER represent and warrant that you have read, understand and agree to all of the Home Protection T&Cs.

TERMS AND CONDITIONS

Part A General

1 TERM

1.1 This agreement commences on the Commencement Date and continues until cancelled in writing by you or us (**Term**). The COMPANY will supply the Equipment and provide the Services under the Subscription Plan. The Initial Term under the Subscription Plan is a minimum period of 12 months, commencing from the Commencement Date.

1.2 The Subscription Plan commences on the earlier of the date that you order the Services or agree to these Terms and Conditions (‘**Commencement Date’**). You may accept these Terms and Conditions by telephone order with THE COMPANY, or by agreeing to be bound by these Terms and Conditions on THE COMPANY's online web portal (where available).

1.3 The MONTHLY FEE is Our list price as notified to you at the date of the order and may be increased in accordance with clause 7.2. You acknowledge and agree that the MONTHLY FEE offered to you for each year incorporates service costs, certain set-up costs, administration costs and support costs incurred by THE COMPANY. If you cancel your Subscription Plan prior to the end of the Initial Term, (excluding any termination by you under clause 7.4), you must pay out the remainder of the unpaid MONTHLY FEEs for each month remaining in the Initial Term of the agreement. The parties acknowledge that this early termination fee is a genuine pre-estimate of THE COMPANY’S loss for early termination of the Services before the end of the Initial Term. After the Initial Term, scheduled treatments will continue unless discontinued by you in writing. THE COMPANY may discontinue your Plan scheduled services at any time after the Initial Term.

1.4 Upon termination of this agreement by either party for any reason, we are entitled to immediate possession of the Equipment on site, and you will allow us to enter the Service Address to remove the Equipment.

1.5 If either party breaches any term or condition of this agreement or wishes to dispute any matter arising under this Agreement, the other party may notify the relevant party in writing and a representative of THE COMPANY and THE CUSTOMER (or a duly authorised representative of THE CUSTOMER) must meet to discuss in good faith to seek remedy of the breach within 14 days. The party not in breach may at its sole discretion immediately terminate this agreement or suspend services by notice in writing to the party in breach if no agreed solution to the breach is reached within 14 days. If THE COMPANY has breached the agreement during the initial Term, THE CUSTOMER can terminate the agreement without having to pay out the remainder of the initial term pursuant to clause 1.3.

2 TRANSFER OF SUSBCRIPTION PLAN SERVICES

2.1 A CUSTOMER may request a transfer of their Subscription Plan if they move to a new home address. Where a CUSTOMER elects to do so, it must contact THE COMPANY on its provided contact number or notify THE COMPANY in writing by email.

2.2 Where a CUSTOMER has elected to transfer their Subscription Plan to a new address during the Initial Term, then the remainder of that Initial Term will continue to apply in respect of the Subscription Plan at the new address.

2.3 If the CUSTOMER requests a transfer of their Subscription Plan to more than one (1) new Service Address within the Initial Term, then each additional new transfer of the Subscription Plan to a new Service Address will become subject to a new Commencement Date and a new Subscription Plan will apply.

3 PROVISION OF THE SERVICES

3.1 We agree to provide to you the Services, from the Commencement Date (or such other date as may be agreed by the parties in writing) for the Term.

3.2 The scope of the Services under a Subscription Plan is dependent on the Subscription Plan ordered by you, and only includes the Services identified in that Subscription Plan, and may be subject to any additional terms and conditions or warranties relating to such services as identified in that Subscription Plan. If at any time during the Term, you wish to increase or decrease the coverage of your Services, you may request a change in your Subscription Plan to another level by contacting THE COMPANY. THE COMPANY is under no obligation to accept your request to change Subscription Plans.

3.3 The COMPANY will include the details of your Subscription Plan, the Services, the Monthly Fee, the Commencement Dates and other details of you as THE CUSTOMER on its Customer Portal and make that information available to you. If you notice any incorrect details or inconsistencies in the Customer Portal, you should inform THE COMPANY immediately.

3.4 If during the Term we are no longer able to provide the Services (or part thereof) to you, we will immediately notify you and provide the reasons as to why the Services (or part thereof) can no longer be provided, and if applicable offer alternative solutions available for provision by THE COMPANY. In the event that such notification is given and no remedy or solution between the parties is agreed, then THE COMPANY will have no further obligation to provide those identified Services. Possible reasons as to why Services cannot be provided include but are not limited to:

(a) Site access constraints;

(b) Site occupational health and safety concerns;

(c) Service technician safety issues; or

(d) Non-payment for services rendered.

3.5 You must provide THE COMPANY or its representatives with access to the Service Address to allow us to provide the Services and where directed by THE COMPANY or its representatives, must ensure that all persons leave the vicinity where the Services are to be provided. If you fail to give us access to the Service Address and as a result

THE COMPANY (or its representatives) is unable to perform the Services, then THE COMPANY may elect to charge you for attempted attendance at the Service Address. You warrant that you have all necessary rights to grant us access to, install any Equipment at, and perform the Services at the Service Address (including, if required by THE COMPANY facilities such as water and electricity).

3.6 If, in the course of providing the Services, there is a requirement for us to conduct any drilling, cutting or similar work, you acknowledge and agree:

(a) that you are responsible for identifying the location of all utility services (including service pipes and conduits), structural, sanitation or hydraulic services and any other potential risks (including any health and safety risks or presence of asbestos) at the Service Address in writing prior to us providing the Services; and

(b) that we will rely on the written details provided by you under paragraph 3.6(a); and

(c) we are not responsible for any damage or liability incurred to the Service Address property as a result of:

(i) our reliance on the written details provided by you pursuant to paragraph 3.6(a); or

(ii) any failure by you to provide written details to us identifying any risks at the Service Address.

3.7 If for any reason a health or safety hazard or incident results from the provision of the Services, you must immediately inform us and provide us with all relevant details.

3.8 You:

(a) warrant that you have disclosed to THE COMPANY all material information which may have an effect on the provision, performance and/or installation of the Equipment and/or the Services at the Service Address;

(b) agree to notify THE COMPANY as soon as possible where any circumstances changes (including any changes in respect of the Service Address or changes to the potential risks that were or should have been notified pursuant to paragraph 3.6(a); and

(c) must ensure that the Service Address is always a safe working environment,

and to the extent permitted by law, you agree to be liable for and indemnify us for any claims for loss, damage or liability that we may suffer where you fail to (or to the extent that you fail to) comply with this clause 3.8.

4 SUPPLY AND MAINTENANCE OF THE EQUIPMENT

4.1 As part of the Services, THE COMPANY may provide certain Equipment to THE CUSTOMER from time to time. All Equipment remains the property of THE COMPANY at all times, unless otherwise agreed in writing with THE COMPANY. We will endeavour to install the Equipment on the Commencement Date, but we are under no obligation to do so, and may install the Equipment on another agreed date. All Equipment supplied for the provision of the Services remains the property of THE COMPANY at all times notwithstanding its installation at the Service Address. At any time, by written notice to THE CUSTOMER, the COMPANY may replace the Equipment for any reason, provided that the COMPANY gives THE CUSTOMER prior written notice and such replacement Equipment will be subject to and complies with the relevant warranties (if any) under the terms and conditions of this Agreement.

4.2 You agree to comply with all instructions given by us relating to the use, storage, protection and operation of the Equipment and will advise us as soon as possible if the Equipment is damaged or in need of repair. Other than with the prior written consent (and only to the extent permitted by such consent) You must not attempt to relocate, move, dismantle, modify or repair the Equipment or allow any person other than us to do so (including any label that the Equipment is the property of and owned by THE COMPANY).

4.3 If for any reason the Equipment becomes a health or safety hazard, or becomes subject to any damage, you must immediately inform us and provide us with all relevant details in writing.

4.4 So long as the Equipment is at the Service Address, You must take care of the Equipment (including implementing appropriate security procedures to prevent from misuse or theft) and, to the extent permitted by law, you are liable for any damage caused to the Equipment, including for any loss, partial damage, theft or damage requiring full replacement of the Equipment and must indemnify us for all loss of or damage to the Equipment caused on the Service Address whilst the Equipment is in your care, on a replacement cost basis. If THE CUSTOMER becomes aware or suspects that there is any damage to or issue with the Equipment, it must promptly notify THE COMPANY in writing.

4.5 Upon termination of this agreement or removal of the Equipment for any other reason pursuant to the terms of this agreement, if THE COMPANY becomes aware that there is any material damage or becomes unable to remove that Equipment from the Service Address, then THE CUSTOMER is liable for and must indemnify the COMPANY for all loss or damage to the Equipment on a replacement cost basis. If THE CUSTOMER fails to allow the COMPANY to access the Service Address to remove the Equipment, or there is material damage to the Equipment on collection, then THE COMPANY may issue an invoice to THE CUSTOMER for the replacement of the Equipment on a replacement cost basis.

4.6 THE CUSTOMER acknowledges and agrees that the cost of replacement of the Equipment in referred to in each of clauses 4.4 and 4.5 are reasonable and genuine pre-estimates of THE COMPANY's loss for such Equipment.

4.7 The parties agree that THE COMPANY is entitled to register a security interest the over the Equipment and THE CUSTOMER grants THE COMPANY a security interest in the Equipment.

4.8 THE CUSTOMER agrees that the following sections of the Personal Property Securities Act 1999 (‘PPSA’) 114(1)(a), 116, 120(2), 121, 122, 125, 126, 127, 129, 131, 133, and 134 will not apply to this agreement. THE CUSTOMER further agrees to waive its right to a verification statement upon registration of the security interest.

4.9 THE CUSTOMER agrees to promptly sign any further document and provide any further information which THE COMPANY may reasonably require to ensure that any security interest within the meaning of the PPSA held or taken by it is a perfected security interest under the PPSA.

4.10 THE CUSTOMER will give THE COMPANY prior written notice of any proposed change of its name or address.

4.11 For the purposes of this agreement, the expressions "security interest", "perfected security interest", "verification statement" any other terms defined by the PPSA have the meanings given to them under or in the context of the PPSA.

5 EQUIPMENT WITH INTEGRATED DATA SYSTEMS

5.1 Some of our Equipment have an integrated system where data regarding the use of our Equipment (including but not limited to equipment failures, observations, measurement data, sensor levels) is stored automatically. Such Equipment may digitally send, upload, communicate or transmit data to us for our use by in accordance with this agreement.

5.2 All data relating to the Services or the Equipment is owned by us.

5.3 We may use data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, our Equipment and other of our products or services, research and marketing. We undertake to, if personal data is included in the data, as far as is reasonably possible to use such data on a pseudonymized and/or anonymized basis, and in any case in compliance with applicable laws and clause 15.

5.4 You must not access, use or disclose to any third party any of the integrated system data on Equipment (including for any unauthorised purpose) without the prior written consent of THE COMPANY.

6 SERVICE EFFECTIVENESS

6.1 The Company will use reasonable endeavours to provide the Services and the Equipment (if applicable) in a competent and professional manner. The ongoing effectiveness of the Services and the Equipment (if applicable) provided depends on your implementation of our recommendations and failure to implement our recommendations may render certain warranties in respect of the Services or the Equipment (if applicable) ineffective, where stated.

6.2 You acknowledge that our Services, Equipment and any Additions may also be rendered ineffective by disturbing treated areas, building alterations, renovations or introducing untreated or infested materials to the property that encourage pest activity and/or poor hygiene.

6.3 Each of the Services provided to you under the Subscription Plan by THE COMPANY will be subject at all times to:

(a) the Subscription Plan Terms; and

(b) any terms and conditions or other warranties (and applicable exclusions) provided to you in writing:

(i) as set out in THE COMPANY's quotation or proposal prior to the commencement of the Services; and

(ii) under any service report provided to you by THE COMPANY following any provision of Services at the Service Address,

each of which may include specific instructions or recommendations to you from time to time.

7 PRICING AND PAYMENT

7.1 This agreement also relates to your authority to THE COMPANY to directly charge the credit card provided by you for any instalments or fees due under the terms and conditions of this Agreement. These terms and conditions are set out in this agreement and can also be accessed on the relevant Flick Anticimex website.

7.2 The Service Price may be increased by us via an annual adjustment by notice in writing to you, however, we will not make any price increases within 12 Months of the Commencement Date.

7.3 Without limiting clause 7.2, THE COMPANY may at any time review and increase the Service Price by written notice to the CUSTOMER.

7.4 Any increase in Service Price will be notified by us in writing to you no later than 45 days prior to the increase. If you do not accept the terms of any increase, you may terminate the Subscription Plan by giving 30-day's prior written notice, within 60 days' of being notified of the price increase.

7.5 If you fail to make payment in accordance with this agreement, you agree that we may recover the outstanding amount together with interest, our legal costs, bank fees, charges and other expenses incurred in attempting to recover the debt and any fees, commissions, or other amounts we pay to any collection agency to act on our behalf.

7.6 We may withhold the provision of Services where any amount is overdue under this agreement.

8 PAYMENT AND TRADING TERMS

8.1 You agree to pay for the Services and/or Equipment in accordance with the trading and payment terms set out in this agreement.

8.2 If you do not pay us the amounts payable to us in full by the due date for payment, we may submit your account to a collection agency. You agree that we may recover the outstanding amount together with interest, our legal costs, bank fees, charges and other expenses incurred in attempting to recover the debt and any fees, commissions, or other amounts we pay to any collection agency to act on our behalf. Without limiting our right to terminate, we may withhold or suspend the provision of Services where any amount payable by you is overdue under this agreement.

8.3 **Paper based Invoice processing fee**: If you require paper-based invoices, you agree to pay to us the invoice processing fee advised by us to you, from time to time, in writing.

8.4 **Refunds**: You agree that we do not have to process any overpayments by you as a refund if your accounts balance is not zero balance.

8.5 **Disputed invoices**: If you dispute any charges on an invoice, the dispute must be submitted to us in writing with in fourteen (14) days of the invoice generation date. THE COMPANY reserves all of its rights accruing under this agreement where You fail to pay any undisputed charges by the due date. You must pay all parts of the invoice which are not the subject of a bona fide dispute before the due date for payment of the invoice.

8.6 **Set-off**: You agree that at any time during the term of this agreement, THE COMPANY may set-off, deduct from or provide as a credit, any amount that THE COMPANY owes to You. You agree that such credits will have an expiration date equal to the term of this Agreement or 12 months from the issuance of such credit, whichever is sooner. THE CUSTOMER may not withhold, deduct or set-off any amount owing to THE COMPANY without prior written consent from THE COMPANY.

9 PAYMENT OPTIONS

9.1 CREDIT CARD PAYMENTS

(a) THE COMPANY's preferred option for payment made available to you is by way of credit card payment. THE COMPANY will provide you with an option to pay your invoiced amounts through its secured payment gateway (including options via internet website portal and via telephone). Payments under the Subscription Plan will be charged in advance, on a recurring monthly basis, unless otherwise agreed in writing with THE COMPANY.

(b) You acknowledge that “Flick” will appear as the merchant for all payments from your credit card. Prior to the performance of the relevant Services, you authorise and permit THE COMPANY to pre-authorised the charge on your credit card and take payment upon completion of those relevant Services (or on the relevant recurring date if applicable).

(c) All credit card information provided by you for the purpose of payment will be processed through a secured payment gateway. No credit card information provided by you for payment through the secured payment gateway will be accessed or held by THE COMPANY, and all information provided by you on the secured payment gateway will be processed and held in accordance with the applicable third-party provider's privacy policies. We will take all reasonable efforts to keep any information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction or disclosure of that information.

(d) We will only disclose information that we have about you:

(i) to the extent specifically required by law; and

(ii) for the purpose of this agreement (including disclosing information in connection with any query or claim or when we refer you to debt collection agency). You hereby irrevocably authorize, direct and instruct any third party who holds/stores your personal information (relating to Agreement) to release and provide such information to us on our written request.

(e) You authorize:

(i) Us to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and

(ii) Your financial institution to release information allowing us to verify my/our account details.

(f) By agreeing to provide us with the information necessary to charge your credit card, you authorize THE COMPANY to debit your account on the relevant due date for payment of a MONTHLY FEE. If the due date isn’t a business day, we will then debit the amount on the next business day. We won’t change the amount or frequency of these arrangements without informing you know first.

(g) We may cancel your credit card authorization if any charge is rejected by your financial institution, in which case you’ll need to make alternative payment arrangements. As our Customer - You may change your authorized payment options by contacting us on 0800 101 969. You may also cancel your authority for us to debit your account at any time by letting us know you’d like to cancel it. If for any reason, debits from your account have been unsuccessful, THE COMPANY has the right to debit the accumulated amount for any months not successfully debited. If you think we’ve debited something incorrectly, please let us know straight away. It is your responsibility as our customer to ensure that there are sufficient funds available in your nominated account to pay your bill on its due date. If you close or terminate your credit card, you must contact us to arrange an alternative payment for the remaining months of the subscription period. Failure to do so may result in THE COMPANY taking debt recovery action.

9.2 OTHER PAYMENT OPTIONS

(a) From time to time, THE COMPANY may offer or reduce the options for payment made available to you to pay any fees or other amounts due under these terms and conditions. Each of these payment options will be presented to you alongside THE COMPANY's invoice to you.

(b) Certain payment options may include additional processing or transaction fees, as set out on the invoice to you next to that payment option.

10 LIMITATION OF LIABILITY

10.1 The Consumer Guarantees Act 1993 (‘**CGA’**), the Fair Trading Act 1986 (‘**FTA’**) and other statutes (collectively ‘**NZ Consumer Law’**) may imply guarantees, warranties or conditions or impose obligations on THE COMPANY which cannot by law be excluded or modified. Nothing in this agreement exclude, modifies or restricts those rights.

10.2 If you are in trade and are acquiring the equipment or services in trade and for business or commercial purposes, then you acknowledge that the CGA and sections 9, 12A and 13 of the FTA do not apply to the equipment or

services that we supply. You also acknowledge that is it fair and reasonable for you and us to contract out of the CGA and these provisions of the FTA and be bound by this clause.

10.3 If this agreement is deemed to be a "consumer contract" or a "small trade contract" (as those terms are defined in the FTA) in respect of you, any provision of these terms which is deemed an "unfair contract term" (within the meaning of the FTA) will not apply to you.

10.4 Subject to clause 10.1, to the extent permitted by law:

(a) nothing in this agreement operates to make a party under this agreement liable (whether under contract law, common law or otherwise) to the other for any consequential, indirect or special loss or damage of any nature whatsoever including (but not limited to) those arising out of delay, loss of product, loss of production, business interruption, loss of revenue, loss of profits or loss of opportunity;

(b) where a claim relates goods and/or services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, or clause 10.2 applies, then THE COMPANY's liability to you under this agreement, whether in contract, tort (including, without limitation, negligence) or otherwise is:

(c) in the case of the Equipment, limited to the replacement or repair of the Equipment or the cost of replacing or repairing the Equipment; and

(d) in the case of Services, is limited to the cost of supplying those Services again,

(e) whichever may be determined in our absolute discretion to be appropriate in the circumstances;

(f) in all other circumstances, our liability to you (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the total fees received by us from you pursuant to this agreement, and we are not liable for any claims made for any injury, death, loss or damage whether caused negligently or otherwise to you or your property, or to any third party as a consequence of providing the Services, the Equipment or any additions;

(g) THE COMPANY will not be liable for any loss, damage or liability incurred by the CUSTOMER as a result of non-compliance or failure to implement THE COMPANY'S written recommendations or instructions in respect of the Services or the Equipment;

(h) each party must take all reasonable steps to mitigate any loss, liability, damage, cost or claims incurred by them under this agreement;

(i) a party may not recover damages or obtain payment, reimbursement or restitution more than once for the same loss, liability, damage or breach of this agreement; and

(j) THE COMPANY expressly excludes all warranties, guarantees, representations and conditions except as may be made by THE COMPANY to you in writing.

10.5 Any goods or services provided by THE COMPANY pursuant to this Agreement are provided for the benefit of THE CUSTOMER only.

10.6 Nothing in this Agreement, excludes or limits the liability of either party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation of any other matter to the extent that such exclusion or limitation would be unlawful.

10.7 Each of THE CUSTOMER and THE COMPANY agree that the limitations in this clause 10 are fair and reasonable and apply to all claims whether in contract, tort (including negligence), misrepresentation or otherwise).

11 STATUTORY WARRANTY

11.1 Our Services and Equipment come with guarantees that cannot be excluded under the NZ Consumer Law. For major failures with the Service, you are entitled:

(a) to terminate this agreement; and

(b) to a refund for the unused portion of the Service in the relevant Term only, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel the Services and obtain a refund for the unused portion of the Services.

12 SERVICES WARRANTY CLAIM

12.1 If you have a problem with our Services or believe that you may have a Services warranty claim in relation to our Services, you must contact our Branch directly who provided the Services, phone 0800 101 969 or email flickservices@flick.nz.

12.2 In addition to any rights THE CUSTOMER may have under NZ Consumer Law, THE COMPANY will arrange a convenient time for the Services performed to be inspected and if we determine, in our absolute discretion (but subject to clause 11), that a resupply of the Services is appropriate in the circumstances, a convenient time for the Services to be resupplied.

13 GOODS AND SERVICES TAX

13.1 Where any supply under this agreement is or becomes subject to GST, an amount equal to the GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply.

14 INABILITY TO DELIVER SERVICES

14.1 To the extent permitted by law, neither party is liable for failure of or delay in performance of their obligations under this agreement (other than an obligation for payment of amounts due) to the extent that the failure or delay arises from a Force Majeure Event.

14.2 For the purposes of this clause 14, Force Majeure Event means any act, occurrence or event not within the control of the relevant party including but not limited to any accidents, weather conditions or events, floods, fire, explosions, riots, acts of war, earthquakes or other natural events, pandemics, outbreak of infectious disease (and any associated government or regulatory authority-mandated restrictions), destruction or loss of products or materials, cyber breaches or attacks, ransomware attacks, infrastructure failures or outages, shipping delays, industrial action or disputes, shortage or unavailability of fuel or other resources, congestion in roads, railways, ports or other venues, derailments, sinkings, government restrictions, change in any law, or any direction of a government authority.

15 PRIVACY

15.1 By accepting this Agreement, you acknowledge that and authorise personal information relating to THE CUSTOMER to be collected, used, held and disclosed by THE COMPANY, its representatives and its agents in accordance with the Flick Privacy Policy which can be accessed at flick.nz/privacy/ for any purpose connected with this Agreement. You have the right to access and correct your personal information, to do so please contact flickservices@flick.nz.

16 INTELLECTUAL PROPERTY

16.1 Nothing in this agreement transfers or assigns any intellectual property rights of THE COMPANY (whether registered or unregistered and including trademarks, patents, copyright, designs, inventions and all other intellectual property rights) to THE CUSTOMER. You agree that any intellectual property rights developed in the course of this agreement or the Services will belong to THE COMPANY and THE COMPANY is the absolute legal and beneficial owner of all derivative works, modifications, enhancements or improvements on the intellectual property rights developed under this agreement.

17 GOVERNING LAW AND GENERAL TERMS

17.1 This agreement is subject to the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

17.2 THE COMPANY may assign, transfer, novate, dispose of or create an interest in any of its rights, title or interest in or under this agreement by giving written notice to THE CUSTOMER. You may only assign your rights under this agreement with our prior written consent.

17.3 THE COMPANY may from time to time amend, delete or supplement these TERMS AND CONDITIONS. Any change take effect from the earlier of:

(a) 14 days after written notice is given to THE CUSTOMER; and

(b) the Customer agreeing to any such change (including selecting the "I accept" option if notification of a change is given when THE CUSTOMER accesses the Customer Portal).

17.4 If a provision of this agreement is invalid or unenforceable in a jurisdiction, it must, in that jurisdiction, be read down or severed from this agreement to the extent of the invalidity or unenforceability and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions of this agreement.

17.5 Unless specified otherwise in this agreement, the rights of the parties under this agreement are cumulative and do not exclude any other rights (whether under law or otherwise).

18 RECALLS

18.1 THE COMPANY will promptly notify you of any information relating to any:

(a) investigation by any government or regulatory authority that is or may be relevant to the Equipment or the consumables used in the Services; or

(b) other quality, labelling or other regulatory issue relating to the Equipment or the Services or consumables used in the Services.

18.2 In the event that any of the consumables used are subject to a recall by THE COMPANY, you must take all reasonable steps to provide assistance reasonable required by THE COMPANY to give effect to the recall.

19 NOTICES

19.1 Any notices under this agreement must be in writing and addressed and delivered to the intended recipient by hand, prepaid post, or by email at the address and/or email address notified by the intended recipient to the sender. THE CUSTOMER's address for service of notices is the Service Address (or such other address as notified to the Company in writing from time to time). THE COMPANY'S address for service of notice is as set out in the definition below, as updated from time to time.

20 DEFINITIONS:

For these terms and conditions:

"**Commencement Date**" has the meaning given to that term in clause 1.2of these terms.

"**THE COMPANY**" means us, our, we and Flick Anticimex Limited (NZBN 9429030291577) of 38 Vestey Drive, Mt Wellington (Auckland) 1060;

"**THE CUSTOMER**" means you being the customer, receiving the service;

"**Customer Portal**" means the online web portal made available by THE COMPANY to THE CUSTOMER, which details THE CUSTOMER's Subscription Plan and Service Address details;

"**Equipment**" means the pest control equipment and any other equipment potentially provided under this agreement, and includes any additional or replacement equipment;

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"**Initial Term**" means 12 months from Commencement Date or from the date an upgrade/downgrade of your subscription is invoiced.

"**Monthly Fee**" means the monthly portion of the Service Price payable by THE CUSTOMER under the Subscription Plan for the Services;

"**Service Address**" means the address specified on the Customer Portal and on our Service Reports;

"**Service Price**" means the price for each service specified in the Customer Portal;

"**Services**" means the pest control service agreed with Flick to be provided under the terms of your Subscription Plan ;

"**Term**" has the meaning given to that term in clause 1.1 of these terms;

"**Subscription**" means the arrangement where the Services are offered to you periodically by sending you recurring invoices as per the Terms and Conditions set out under this agreement;

"**Subscription Plan**" means the subscription plan for Services provided to you, subject to the terms and conditions set out in respect of each of those plans made as described on THE COMPANY's website or as provided to you from time to time; and

"**Subscription Plan Terms**" means the terms and conditions set out in Part B of these Home Protection T&Cs.

BY ACCEPTING THE TERMS AND CONDITIONS, THIS AUTHORIZATION IS TO REMAIN IN FORCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS FOR DIRECT DEBIT REQUESTS. I ACKNOWLEDGE THAT MY PERSONAL INFORMATION WILL BE COLLECTED, USED, HELD AND DISCLOSED IN ACCORDANCE WITH THE FLICK ANTICIMEX PRIVACY POLICY AS STATED IN THE TERMS AND CONDITIONS.

TERMS AND CONDITIONS

Part B General Pest - Home Protection Subscription Plan T&Cs

For the purposes of these Subscription Plan Terms, any capitalised term not defined in these terms have the meaning given to them in the general terms and conditions set out in Part A of these Home Protection T&Cs.

1) Exclusions

A. The Services provided to you under the Subscription Plan will be as set out and agreed between THE CUSTOMER and THE COMPANY in the proposal or quotation provided by THE COMPANY to THE CUSTOMER prior to the commencement of the Services (Home Protection Plan).

B. The pest control Services provided by THE COMPANY will include treatment to the identified pests or species described in the Home Protection Plan.

C. Certain species of pests are expressly excluded from treatment under the Services, and the provision of any of the Services under the Subscription Plan and the COMPANY does not warrant in any way that the Services may reduce, remove or otherwise limit the presence of any of the excluded pest species identified below:

PEST & SPECIES:	EXCLUSIONS:
Ants	Excludes Red Fire Ants, Carpenter Ants, Funnel Ants & other declared pest species
Rodents	Excludes native rodent species
Bees	Excludes all species of bees
Spiders	Excludes ground dwelling species (Funnel web, Trapdoor, Mouse, Wolf, Huntsman and Jumping)
Wasps	Excludes Mud Daupers
Caterpillar	Excludes all species except Urticaria (rash) causing species
Lice	Excludes Head and Body Lice
Moths	Excludes Fabric moths
Other	Excludes any other native or declared species.

2) CUSTOMER RESPONSIBILITIES

A. THE CUSTOMER must follow and comply with all recommendations by the expert representative sent to THE CUSTOMER's Service Address ("Pest Technician") on the service report provided and all other recommendations made by a representative of THE COMPANY (including without limitation, any recommendations made over the phone to THE CUSTOMER).

B. Failure by THE CUSTOMER to follow and implement any recommendations may result in the Services being ineffective and void applicable warranties relating to such Services.

C. Pets at the Service Address are to be regularly treated to ensure they are free from Fleas and ticks at all times.

D. THE CUSTOMER must work in conjunction with Us or our representatives in reference to any reportable pest species found on the property including specific guidelines as outlined by the relevant authority.

3) ONGOING SERVICES

A. THE COMPANY provides to THE CUSTOMER the warranties relating to the Services as set out in the Home Protection Plan, and warrants that the Services will reduce or eliminate (as stated in the Home Protection Plan) the presence of any treated pests.

B. In the event that THE CUSTOMER notices the presence of any pests that were the subject of the Home Protection Plan, it should promptly notify THE COMPANY by phone on 0800 101 969 or in writing by email (if applicable). THE COMPANY may require that you monitor the situation for any further presence of targeted pests, and to report back to THE COMPANY before it sends a Pest Technician to the Service Address pursuant to the Services. Each Service Address environment may differ, and the original treatment and performance of

the Services by THE COMPANY in accordance with the Home Protection Plan may not be sufficient to eliminate the targeted pests and may require additional treatments.

C. Services under the Home Protection Plan will be provided for and ongoing warranties apply only in relation to treatment of targeted pests on the interior of any buildings and households at the Service Address. Any proposed treatments for exteriors or areas outside of buildings on the Service Address may incur additional costs outside the Home Protection Plan.

D. Under the Subscription Plan, any repeated treatment requests by THE CUSTOMER relating to the targeted pests under the Home Protection Plan will not be charged as an additional Service to THE CUSTOMER, provided that the CUSTOMER has at all times complied with these Home Protection T&Cs and implemented or complied with the COMPANY's recommendations.

E. If the CUSTOMER requires treatment of any other pest not identified in the Home Protection Plan, then THE CUSTOMER should contact THE COMPANY on 0800 101 969, and THE COMPANY may recommend specific ad-hoc Services or an upgrade in the Subscription Plan to treat those pests for an additional cost.

4) ADDITIONAL PAYMENT AND TRADING TERMS

A. The Subscription Plan and payment for the fees under the Subscription Plan are limited to the Home Protection Plan and specifically identified pest species covered by the Home Protection Plan. Treatment for any un-targeted, excluded or other pest species may incur extra charges depending on the environment and conditions as required. If you notice or are concerned about the presence of any pests or non-targeted pests, please contact THE COMPANY on 0800 101 969 and if required, THE COMPANY will provide a quotation to the CUSTOMER in respect of such ad-hoc treatment.

B. Any adhoc or value add services sold at service to be paid with credit card and are considered a knockdown treatment with no warranty or emergency services.