

Terms of Service

Thank you for selecting InDeed We Can® Limited for virtual assistant services. These terms of service set out certain standard terms and conditions on which InDeed We Can® Limited (“we”) provide services and support to our clients. These terms of service apply, subject to any additional or alternative terms that we may agree in writing with our clients (“you”). It is not necessary for you to sign these terms of services to indicate your agreement to them. We will assume your agreement when you engage us to provide services.

Our Services

We will provide our services and support to you in accordance with your instructions and will ensure there is a clear understanding with you of the scope, importance, and timetable of each set of instructions. We will deliver our services and support in accordance with all applicable professional and legal obligations. We will act with all due care and skill, to provide quality assistance and support.

Operating Times

Our office hours are 9am-2.30pm Monday to Friday (except Public Holidays when we will be closed). If our services are required outside of these times, the charge will be two times your standard rate. There may be a close down period during Christmas and you will be supplied the dates towards the end of each year.

Occasionally, we may need to adjust work schedules to accommodate family commitments such as school holidays and illness.

Our Responsibilities

We undertake to provide you with virtual assistant services that meet your needs and requirements on either a casual basis, retainer plan, service plan or one-off project at the cost agreed upon. Such services are to be provided with skill and care and within an agreed timeframe and/or budget. Additionally, we undertake to respond promptly to requests for urgent assistance.

Your Responsibilities

You undertake to provide timely, clear instructions and directions for the provisions of such services; to provide the information or the access to the appropriate information to enable the tasks to be completed; and to meet the agreed period for payment.



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Retainer Plan clients are responsible for ensuring enough work is provided to InDeed We Can® Limited for the allocated retainer plan hours each month.

Instructions

Instructions must be written via app or text message, or email. Verbal instructions must be confirmed in writing.

Our Team

We will nominate a key account manager and assign you with a dedicated virtual assistant or project manager. Your dedicated assistant or project manager will ensure that your requests are carried out by themselves or team members with the appropriate level of skill and experience. There may be times when we need to reassign team members to you.

Transfer of Work

Should your assistant be unavailable due to sickness or leave, appropriate arrangements will be made for another assistant to complete your tasks. If we are unable to cover this work, we will discuss an alternative arrangement with you.

Retainer and Service Plans

Clients on retainer or service plans will be issued with a monthly invoice on the 1st of each month that will be paid by direct debit from your nominated bank account on the 7th of each month.

Retainer plan terms still apply during any close down periods/public holidays.

All clients using retainers plans are responsible for utilising their full monthly hours by providing enough work for their virtual assistant to complete.

Clients can upgrade or change their retainer plan at any time with notification being received before the start of the next month.

Fees for Service

We can provide estimates or fixed price quotes for specific assignments. In the absence of advertised fees or quotes our usual practice is to charge for our services by reference to the time spent by relevant staff charged at their hourly rate. We also consider other factors including complexity, difficulty or novelty, the specialised skill



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or knowledge required, the volume of work involved, the urgency of the work and the overall result.

If you are requesting a service from us, you are engaging us. Work requests may be verbal (either telephone or in person) or written (e.g. letters, texts, app messages, notices, or email).

Quotation & Fee Estimates

Where a quotation is given by us for services:

- a. The quotation shall be valid for one month from the date of issue unless otherwise specified in writing.
- b. The fee shall be exclusive of disbursements and goods and services tax unless specifically stated to the contrary.
- c. We reserve the right to withdraw any quotation given to you without prior notice at any time after the quotation is given and before acceptance by you.

Where services are required in addition to the services contemplated by the quotation, you agree to pay for the additional cost of such services.

A quotation may include an estimate of the cost of a service to be provided by a third party. Any variation in the actual charge made by the third party may result in a variation to the total price payable by you. Where a fee estimate is given, and an engagement has begun based on the fee estimate, we will endeavour to alert you to any change in cost exceeding 10% of the estimate.

Disbursement Charges

We will charge for office disbursement costs specific to a task such as printing, photocopying, and postage. We also charge for external disbursements, including travel, accommodation costs, larger materials costs, couriers and subscriptions.

GST

We do not yet charge goods and services tax on services that we provide within New Zealand as required by New Zealand law.



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Accounts and Payments

Clients on retainer or service plans will be sent an invoice on the 1st of each month for the work completed in the month just ended. Payment is due on the 7th of each month and will be direct debited from your nominated bank account.

Casual services can be purchased as pre-paid packs of hours. An invoice for the chosen number of hours will be issued and payment will be required prior to work beginning. Pre-paid packs of casual hours expire six months after the date of payment. Please note there is a charge of \$5 for administration fees on the acceptance of cheques.

We do not send statements unless requested or your account is in arrears. In order to help us stay focused on service to you as a client, without debt collection concerns, you agree to pay our accounts promptly and as per these terms. Failure to pay within 7 days following the date of invoice will result in an overdue email being sent out. Every follow-up email, text or phone call we make with you will incur a \$20 fee in addition to your invoice amount. These follow-ups will occur weekly. Late payment shall also incur interest weekly at a rate of 2.5% per week. This will be payable on monies outstanding from the date payment was due until the date payment is received. In the event a debt collection agency is contracted, you will be liable for all and any costs incurred.

You are liable to pay our accounts on our agreed terms whether or not you have a right of recovery from a third party and whether or not a third party seeks a review of our charges.

If an account is not paid, we may choose not to do any further work and retain custody of work done until all accounts are paid in full or alternative arrangements are made.

Credit Checks

We may require credit checks on you as an entity before supplying services.

Use of External Records

In providing our services to you, we may rely on information provided to us by third parties. It is possible that some information provided by such sources may be inaccurate or incomplete. We are not responsible for any such errors or omissions.



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Confidentiality

Maintaining client confidentiality is paramount. We do not disclose any confidential information unless required and authorised by you as a client, or by law. As a result of providing services to you, we may have reason to collect information on your organisation. All information will be held on a confidential basis at our offices. Under the Privacy Act 1993 you have the right to access and correct any personal information.

We will also hold your clients' details and your intellectual property in the strictest of confidence. Your information will never be shared or made available to any of our other clients, or anyone else. Your assigned virtual assistants and back-up virtual assistant will be the only InDeed We Can® Ltd staff members with access to your private and confidential information unless otherwise requested or approved by you.

Electronic Communications

We may correspond with you and others by electronic communication, unless you instruct us not to do so. As you are aware electronic communications are not guaranteed to be secure. They may be read, copied, or interfered with in transit. We will not be responsible for any of the risks associated with electronic communication.

Our Liability

All care will be taken during our work but at times we are required to make value judgements in providing our service. We shall not be liable for any loss or damage sustained by you and any liability on our part for any negligence or wrongful act, including that of contractors arranged on your behalf by us, shall be limited to the value of the fee charges for our service.

Limited Liability

We have no liability to you for any loss, damage, costs, expenses including loss of profits or other claims for compensation arising from any information or instructions supplied by you which is, or are, incomplete, incorrect or inaccurate. Even if you advised us or we knew or should have known of the possibility of such loss. Any claim against us shall be limited entirely to a refund of part or all of our charge for the transaction in dispute.



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We shall not be liable for any failure to perform our duties due to circumstance beyond our control, including without limitation, acts of God, public unrest, power outages, and inability to contact the client.

In the event of such loss, damage or delay, your key account manager will make every effort to notify you immediately.

If you have a dispute regarding our fees you agree in the first instance to contact the Managing Director at InDeed We Can® Ltd.

Non-Disclosure

We shall not directly or indirectly disclose client information to any person other than a representative of the client or of InDeed We Can® Limited at any time either during the term of this agreement or following the termination or expiration of this agreement, unless required by law or law enforcement agencies.

We will not at any time or in any manner, either directly or indirectly, use for the personal benefit of, or divulge, disclose or communicate in any manner any information that is relating to the client.

Termination

Clients on retainer or service plans will be required to provide a notice period of at least one month to terminate their retainer or service plan for on-going virtual assistance or downgrade their plan. InDeed We Can® Ltd will also be required to provide a notice period of at least one month to terminate a client's retainer or service plan.

If termination occurs during the month, then clients will be invoiced for one further month of the retainer or service plan.

Non-Solicitation of Employees

We invest heavily to educate and train our employees and contractors to ensure we can provide the highest quality of service to our clients.

You agree that without expressed written consent, at all times while engaging InDeed We Can® Ltd services and for six (6) months after any engagement, you will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venturer, investor, lender, consultant or any other capacity whatsoever: solicit, divert hire, retain (including as a



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consultant) or encourage to leave the employment or contract period of InDeed We Can® Ltd and any employee or contractor of InDeed We Can® Ltd, or hire or retain (including as a consultant) any former employee of InDeed We Can® Ltd who has left the employment or contract period of InDeed We Can® Ltd within six (6) months prior to such hiring or retention.

Pursuant to above, if we reach agreement for the InDeed We Can® Ltd employee or contractor to work with, or for you directly, then the minimum Placement Fee payable to InDeed We Can® Ltd by you will be the greater of either 25% of the employee's gross salary, or 75% of your last twelve (12) months' service fees. This Placement Fee is exclusive of GST.

General

We may update these terms of service from time to time and will notify you of this update. We encourage you to contact us with any comments or questions about these terms of service. We are pleased to be of service to you and look forward to developing a long-lasting relationship between us.

