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DOCUMENTATION:

If we provide you with Terms of Trade (or other legal documents) (**Documentation**) as part of our Credit Management Service you acknowledge that:

- the purpose of our Credit Management Service is to assist you to receive payments promptly and by the due date and to manage your relationships with your customers. Our Services do not include any legal advice, including any advice on disclosure or regulatory obligations that may apply to your business or services;
- we do not warrant that the Documentation are suitable for any specific purpose or business (and it is important that you also review the Documentation and obtain any legal advice that you require to ensure that they are suitable for your business); and
- we are not responsible for updating Documentation for any changes in applicable law.

PART A: OVERVIEW OF THESE TERMS

At **EC Credit Control**, ensuring our Terms are transparent and easy to understand is important to us. If you have any questions or are unsure about anything, please contact us.

1. Introduction

1.1 These Terms of Engagement, our Privacy Policy and any additional applicable terms referred to in clause 2.1 (together, the **Terms**), set out all of the terms that apply to Services that we provide to you. By requesting our Services and engaging with us, you confirm that you have read, understood and accept these Terms.

2. Additional terms

2.1 Depending on the Services we provide to you, additional terms may apply (which we will notify to you in advance in writing). For some Services, we may offer a subscription option and additional subscription terms and conditions may apply on notice to you.

2.2 To the extent there is any inconsistency between these Terms of Engagement and any additional terms, the additional terms will apply in relation to the relevant Services.

3. Updating these Terms

We may update these Terms on notice to you in writing. Subject to clause 2.2, our updated Terms will apply to all Services we provide to you after we have updated our Terms.

PART B: OVERVIEW OF OUR SERVICES

4. Our Services

4.1 We offer a range of Services (which we may vary from time to time) (**Services**). Our Services include:

- (a) debt collection and resolution (**Debt Collection Service**);
- (b) preparing standard terms of trade and related documents (such as a privacy policy) for your business (**Credit Management Service**);
- (c) assisting with PPSA registrations (including attending to registrations on your behalf) (**PPSR Service**); and
- (d) any other services that we offer in future.

4.2 We are also a reseller of credit reporting services on behalf of credit reporters (**Credit Reporting Service**).

4.3 You must follow and comply with the processes that we notify to you for the purpose of engaging us to provide, and providing, our Services to you.

4.4 Any request to engage us to provide Services is subject to acceptance by us. We are under no obligation to enquire as to the authority of any person who engages us to provide Services on your behalf.

5. Termination

5.1 The following termination rights apply to each Service, after you have engaged us to provide the Service. Either party may terminate our:

- (a) Debt Collection Service in accordance with clause 11 or clause 8.5;
- (b) PPSR Service within 48 hours of agreement between both of us for us to provide a PPSR Service to you, or in accordance with clause 17.1;
- (c) Credit Management Service within 48 hours of agreement between both of us (and, unless agreed otherwise, any other Service we provide to you), if the other party commits a material breach of these Terms which is not capable of remedy, or is not remedied within 20 Business Days' notice from the other party.

PART C: DEBT COLLECTION SERVICE

6. Application

6.1 This Part C applies to you if you appoint us to provide our Debt Collection Service. In this Part C and clause 21, unless the context requires otherwise, references to:

- (a) **you** include any third party acting on your behalf (including any other collection agency) and any assignee of a Debt; and
- (b) **"loading a Debt"** (and similar references) are to you appointing us to provide our Debt Collection Service in relation to any Debt.

7. Appointment as your agent

7.1 If you load a Debt, you appoint us to act on your behalf, as your agent, for the limited purpose of taking Debt Collection Steps in relation to the Debt, including to commence legal action on your behalf.

8. Debt Collection Steps

8.1 We may discuss with you our processes and the steps that we take to endeavour to collect a Debt on your behalf, including (if applicable) court proceedings (**Debt Collection Steps**).

8.2 Our Debt Collection Steps, including the process for you to load a Debt, are also set out in our Client Manual (which we may update at any time). However, our Client Manual is provided for information purposes only and is not part of our Terms.

8.3 We reserve the right to decline to provide our Debt Collection Service (or to take any specific Debt Collection Steps) in relation to a Debt, on notice to you.

8.4 If you load a Debt, you can check the Debt Collection Steps that we take on your behalf via our portal (and we will endeavour to keep you informed on a regular basis).

8.5 If you have reason to believe that we are conducting Debt Collection Steps (including court proceedings, if applicable) in a manner that is negligent you may:

- (a) direct us to change the relevant steps and, to the extent reasonably practicable in the circumstances, we will comply with your direction; and
- (b) if we fail to do so, you may terminate our Debt Collection Service.

9. Your obligations

9.1 If you load a Debt, you undertake that you will promptly:

- (a) take all steps and provide all assistance that we reasonably require to assist with our Debt Collection Steps (including providing documents, information and authority to conduct court proceedings);
- (b) inform us (in accordance with clause 21.2) if the Debt is recovered by any means at any time (including after our Debt Collection Services are complete); and
- (c) inform us of any other updates or information relating to the Debt and/or the provision of our Debt Collection Service.

9.2 If the Debt includes any debt collection costs (including our Commission, our debt load fees and any legal fees) (**Debt Collection Costs**), you:

- (a) must expressly inform us that the Debt includes Debt Collection Costs and, upon request, separately itemise the Debt Collection Costs as part of the Debt; and
- (b) warrant that your contract with the relevant Debtor includes express agreement from the Debtor that the Debtor is liable for all Debt Collection Costs (and provide us with evidence of such agreement upon request).

9.3 When you load a Debt, you warrant that the Debt is not subject to a dispute and that all information that you provide to us, in relation to the Debt, is accurate, up to date and not misleading.

10. Client Funds

10.1 We will receive funds for repayment of a Debt on your behalf (**Client Funds**). Subject to clause 23.2 (set off), we will:

- (a) hold Client Funds on trust for you, for your sole benefit;
- (b) hold legal title to, and deal with, Client Funds as bare trustee for you; and
- (c) pay the Client Funds (less Commission and any GST on Commission) to your account (as nominated by you on notice to us).

10.2 You are solely responsible for managing any overpayments made by a Debtor (including any overpayments included in Client Funds).

10.3 You have no claim to any interest on the Client Funds we hold on your behalf.

11. Termination

11.1 Either party may terminate our appointment in relation to a Debt, on notice to the other party:

- (a) at the point in the Debt Collection Steps when a decision is required as to whether to escalate the Debt Collection Steps to court proceedings (and, for clarity, prior to commencement of any such court proceedings); or
- (b) in accordance with clause 8.5(b).

12. **Indemnity**
- 12.1 You indemnify us for any loss, damages or liability (including debt collection costs and full legal expenses) that we suffer or incur as a result of any action we take on your behalf in accordance with these Terms and/or any breach of your undertakings and warranties set out in this Part C.

PART D: CREDIT MANAGEMENT SERVICE

13. Application

- 13.1 The terms in this Part D apply to you if you appoint us to provide our Credit Management Service.

14. Disclaimers

- 14.1 If we provide you with template Terms of Trade (or other legal documents) (**Documentation**) as part of our Credit Management Service, you acknowledge that:
- (a) the purpose of our Credit Management Service is to assist you to receive payments promptly and by the due date. **Our Services do not include any legal advice**, including any advice on disclosure or regulatory obligations that may apply to your business or services;
 - (b) we will endeavour to tailor the Documentation to your business, based on our discussions with you. However, we are not legal advisers and we do not warrant that the Documentation are suitable for any specific purpose or business; and
 - (c) we are not responsible for updating Documentation for any changes in applicable law.
- 14.2 We retain all intellectual property rights in our Documentation, in accordance with clause 29. We grant you a perpetual, revocable, limited licence to use any Documentation that we provide for your own business purposes, as contemplated by the Documentation. You must not use the Documentation for any other purpose (or provide them to any third party, other than your customers), for use for any purpose. This licence is automatically revoked if you do not pay us the Price for the relevant Documentation.

PART E: PPSR SERVICE

15. Application

- 15.1 The terms in this Part E apply to you if you use our PPSR Service.

16. Appointment as your agent

- 16.1 If you appoint us to provide our PPSR Service, you appoint us to act on your behalf, as your agent, for the limited purpose of the PPSR Service (including to register and maintain security interests on the PPSR on your behalf).

17. Termination

- 17.1 Either party may terminate this appointment on no less than 10 Business Days' notice to the other party.

18. Non-refundable payments

- 18.1 If you terminate the PPSR Service, we are unable to provide a refund or credit for the Price for that Service, as we will have already incurred the registration fee. However, we will re-supply the relevant PPSR Service (if the Service can be re-supplied) or otherwise provide a refund, if we have made a manifest error in relation to the relevant PPSR Service or have otherwise not provided that Service in accordance with these Terms.

PART F: CREDIT REPORTING SERVICE (RESELLER)

19. Application

- 19.1 The terms in this Part F apply to you if you use the Credit Reporting Service.
- 19.2 You acknowledge that, in relation to the Credit Reporting Service, we solely act as a reseller of services provided by credit reporters. You will be required to agree to terms and conditions of the relevant credit reporter.
- 19.3 We disclaim all liability for the Credit Reporting Service (including for the timeliness and accuracy of credit reports). You acknowledge that this disclaimer is fair and reasonable in the context of our role as a reseller.

PART G: PRICE AND COMMISSION

20. Overview

- 20.1 We will notify you of our Prices and Commission (as applicable) before we provide a Service to you. You must pay us the Price and Commission (as applicable) for the Services that we provide to you, in accordance with these Terms.
- 20.2 We may update our Prices and Commission at any time on notice to you. Our updated Prices and Commission will apply to all Services that you engage us to provide after the date of the relevant notice.
- 20.3 If our Debt Collection Services include escalation to court proceedings, we will obtain your prior approval of all legal costs, court fees and other disbursements (and our obligation to provide the escalated Debt Collection Services is conditional on such approval). You acknowledge that you will be liable for any costs awarded against you in proceedings taken in your name.
- 20.4 Unless otherwise stated, all Prices and Commission exclude GST and any applicable disbursements (including court fees).

21. Debt Collection

- 21.1 You must pay us Commission on Debts that you have loaded, when you recover the Debt (in full or in part) by any means and at any time (subject to clause 21.4), including where, in respect of the Debt:
- (a) you (or a third party on your behalf) have taken further steps to recover the Debt;
 - (b) you receive any credits or returns as consideration for the Debt (in whole or in part);
 - (c) Debt Collection Costs are not recovered;
 - (d) an unallocated payment is identified by you or us which satisfies payment;
 - (e) you agree to receive, or you repossess, any other asset in lieu of payment;
 - (f) payment is received by you or us as a result of any court proceedings (regardless of who is the applicant named in the proceedings, including if the applicant is the debtor); or
 - (g) a recovery or settlement is made through any other means.

For clarity, this clause will survive expiry or termination of these Terms.

- 21.2 You must immediately notify us in writing when a Debt that you have loaded is recovered (at any time, including where any of the events outlined in clause 21.1 has occurred), if we would not otherwise be aware that the Debt is recovered as a result of our engagement with the Debtor.
- 21.3 Subject to clause 21.4, after you have loaded a Debt, you must pay Commission to us in accordance with clause 21.1, if the Debt is recovered by any means at any time, including where:
- (a) there is a material delay between your recovery of the Debt and completion of our Debt Collection Service in relation to the Debt; and/or
 - (b) you terminate our Debt Collection Service in relation to the Debt before the Debt is recovered.
- 21.4 Commission is not payable if you terminate our appointment to provide our Debt Collection Services in relation to a Debt in accordance with clause 11, and you are not awarded Debt Collection Costs, and you subsequently recover the Debt as a result of any court proceedings, where you instigate the court proceedings and you are not represented by an external law firm that is associated with our Debt Collection Service.
- 21.5 If a liquidator exercises its legal right to clawback any amount paid to you as payment of a Debt, you acknowledge and accept that we are not liable to refund any Commission paid by you to us in connection to that Debt.
- 22. Estimate and quotations**
- 22.1 Where we provide a quotation, proposal or estimate:
- (a) unless otherwise specified, the quotation, proposal or estimate is valid for 20 Business Days from the date of issue and may be subject to further conditions expressly set out in the quote, estimate or pricing; and
 - (b) we may withdraw the quotation, proposal or estimate at any time.
- 22.2 Any timeframes that we provide to you are indicative only.

PART H: PAYMENT OBLIGATIONS

23. Payment

- 23.1 You must pay us any Amount Owing (including the Price, Commission and disbursements (as applicable) for all Services we provide to you), no later than 14 days from the date of the invoice (unless otherwise stated on the invoice), in full without deduction, withholding, set-off or counterclaim.
- 23.2 We may set off any amount held by us on your behalf towards satisfaction of any Amount Owing, as detailed in our remittance advice.
- 23.3 If you have a genuine dispute relating to an invoice issued by us, you:
- (a) must notify us of that dispute in writing within 10 Business Days from the date of invoice (after that period you will be deemed to have accepted the invoice); and
 - (b) clause 30.2 (Dispute resolution) will apply. You must only withhold payment of the amount in dispute and will, upon resolution of any dispute, immediately pay the balance (if any) due to us.

24. Late payments

- 24.1 If payment in full of any Amount Owing (which is not subject to a genuine dispute) is not made to us on the due date, we may:
- (a) suspend, or terminate the provision of any or all Services to you;
 - (b) charge you compound interest at a rate of 2.5% per month on the balance of the outstanding amount, calculated daily from the due date of payment until the date the outstanding amount is paid; and
 - (c) charge you for any costs and expenses in accordance with clause 26.4.

25. Reversed payments

- 25.1 If you make a payment to us, and the transaction is subsequently reversed, you will be liable for the amount of the reversed transaction, in addition to any further costs incurred by us, unless the reversal is made to address a payment that was a manifest error.

26. Credit terms

- 26.1 Before we provide a Service to you, we may require you to:
- (a) pay us the Price, and/or disbursements for relevant Service in advance (in whole or in part);
 - (b) complete a credit application, subject to our approval; and/or
 - (c) provide a guarantee, or take any other additional steps (at your cost), to provide security for payment.
- 26.2 We may use the services of credit reporters and debt collection agencies to consider your credit application and manage your account with us. As detailed in our privacy policy, any information that you provide to us may be disclosed to those agencies. Information disclosed to credit reporters (including default information) will be held by them and used to provide their credit reporting services.
- 26.3 Any Amount Owing will, whether or not due for payment, immediately become due and payable if an Insolvency Event occurs, or, within five Business Days if your credit account with us is cancelled.
- 26.4 You must reimburse us for any costs and expenses we incur or spend in recovering any Amount Owing, including any debt collection fees or commission and full legal expenses.

PART I: COMPLIANCE AND INFORMATION

27. Privacy

- 27.1 We will collect, hold, use and disclose personal information that you provide to us, or authorise us to collect, in connection with our Services, in accordance with our Privacy Policy (available on our website).

28. Confidentiality

- 28.1 Each party must keep confidential all Confidential Information.
- 28.2 Nothing in clause 28.1 prevents a party from disclosing Confidential Information if disclosure is:
- (a) required by law or by a regulator (but only to the extent required or, if applicable, requested by a Regulator);

- (b) reasonably required to enable a party to perform its obligations or exercise its rights under these Terms; or
 - (c) to a Related Company or Representatives on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with these Terms.
- 28.3 We may refer to you as a customer (including by using your logo), and publish any testimonials or references that you provide to us, on our website and associated marketing materials. We will ensure that any such references or testimonials accurately represent your experience with our Products and Services. Please contact us if you do not approve us referring to you in accordance with this clause or have any comments on published content.

29. Insights and Intellectual property

- 29.1 We may also use any information that we collect in connection with the Services to improve our products and services, for statistical and research purposes, and for general information purposes including to provide industry and market insights (together, **Insights**), provided that:
- (a) we must ensure that our obligations of confidentiality and privacy are paramount – for example, we will ensure that any information that we disclose or publish in accordance with this clause 29.1 is in a fully aggregated and de-identified form (so that it does not identify you or any individuals); and
 - (b) we will not use information that we collect in connection with the provision of Services to you, in accordance with this clause 29.1, if you have informed us that you do not authorise us to.
- 29.2 To the extent required by law, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and sub-licence information we collect in connection with the provision of Services to you, in accordance with clause 29.2. However, we own the intellectual property rights in all Insights.
- 29.3 We (or our licensors) own all rights, title and interest, including all intellectual property rights, in the Services (including our Client Manual and any Documentation that we provide to you).
- 29.4 Any new intellectual property which is created by us or on our behalf, including as a result of, or in connection with, the provision of our Services, will be owned by us, unless otherwise agreed in writing. You assign all intellectual property rights to us with effect from creation, to the extent required to give effect to clause 29.3 and 29.4, and agree to do all things reasonably required by us to give effect to such assignment.

PART J: DISPUTE RESOLUTION AND LIABILITY

30. Dispute Resolution

- 30.1 If a dispute arises out of or in connection with these Terms, either party may give a notice to the other setting out the details of the dispute (**Dispute Notice**).
- 30.2 Following receipt of a Dispute Notice:
- (a) a Representative of each of us (with authority to settle the dispute) will meet, within 10 Business Days, to try to resolve the dispute;
 - (b) if the dispute is not resolved within 10 Business Days of our Representatives meeting (or if the meeting does not take place, for any reason, within 10 Business Days of the date of a Dispute Notice), the dispute will be referred to a senior manager of each party, who will try to resolve the dispute within a further 10 Business Days; and
 - (c) if the dispute is not resolved by our respective Representatives in accordance with clause 30.2(b), then either party may commence court proceedings.
- 30.3 This clause 30 does not restrict either party from applying to a court for interim measures or any other form of urgent relief at any time. However, neither party may commence any other form of court proceeding without first following the procedure set out in this clause 30.
- 30.4 Each party must continue to perform its obligations in these Terms, despite the existence of a dispute, subject to the termination rights set out in these Terms.

31. Consumer Guarantees Act and Fair Trading Act

- 31.1 You acknowledge that you are acquiring, or holding yourself out as acquiring, the Services in trade. Accordingly, to the extent permitted by law, for the purposes of section 5D of the Fair Trading Act 1986 (FTA), the parties are contracting out of sections 9, 12A, 13 and 14(1) of the FTA. Each party acknowledges that it is fair and reasonable for the parties to be bound by this clause 31.1.

32. Limitation of Liability

- 32.1 To the fullest extent permitted by law, subject to clause 32.4, except as expressly set out in these Terms, we expressly exclude all warranties, representations, descriptions, statements, terms or conditions (whether express or implied) whether under statute, law, trade, custom or otherwise that would (but for this clause) apply to the Services.
- 32.2 Subject to clause 32.4, our liability under or in connection with these Terms and the Services is limited to an obligation to re-supply any Services that do not comply with these Terms (if the Services can be re-supplied).
- 32.3 Without limiting clause 32.2, if the Services (by their nature) cannot be re-supplied, or we otherwise have any liability under or in connection with these Terms, to the maximum extent permitted by law:
- (a) our total aggregate liability to you for any claim arising out of or in connection with these Terms or the Services will be limited to the Price paid by you for the Services that the claim relates to (excluding any Commission or disbursements); and
 - (b) we will not be liable for any:
 - (i) indirect, special or consequential loss or damage whatsoever; or
 - (ii) loss of profits, revenue, data, goodwill, customers or opportunity or loss of or damage to reputation.
- 32.4 Nothing in these Terms (including clauses 32.1, 32.2 and 32.3) will limit or exclude our liability for:
- (a) any fraudulent act or omission;
 - (b) a breach of clause 28 (Confidentiality);

- (c) our wilful breach of these Terms;
- (d) our gross negligence; and/or
- (e) any other matter to the extent that liability cannot be excluded or limited by law.

32.5 The limitations and exclusions on liability in this clause 32 will apply irrespective of whether the legal basis for the applicable claim contract, equity or tort (including negligence) is. However, without prejudice to clause 31, this clause 32 does not limit or exclude the rights that you may have under statute.

32.6 In no circumstances will we have any liability whatsoever under or in connection with these Terms:

- (a) for the acts or omissions of your Representatives or any third party (including any credit reporter where we are acting as a reseller of their services);
- (b) any act or omissions in accordance with your instructions (or instructions from your Representatives); or
- (c) to any third party.

32.7 **Force majeure:** We will not be liable to you for any failure or delay in performing our obligations under these Terms where such failure or delay is caused by events or circumstances beyond our 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.

PART K: GENERAL

33. General

- 33.1 **Governing Law:** These Terms are 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.
- 33.2 **Entire Agreement:** These Terms supersede and replace any previous written agreements between the parties relating to the Services.
- 33.3 **Sub-contracting:** We may subcontract the performance of our obligations (including to a Related Company), on the basis we remain solely liable to you for the performance of our obligations.
- 33.4 **Assignment:** You must not assign, novate or transfer your rights or obligations under these Terms without our prior written consent (which may be withheld in our sole discretion). We may assign these Terms to any other person on notice to you (provided that we will request your prior approval (not to be unreasonably withheld or delayed) if the assignment could have any material adverse effect on you).
- 33.5 **Amendments:** Any amendment to these Terms must be in writing signed by each party, except where stated otherwise in these Terms or where we are required to make changes to ensure compliance with applicable laws (in which case we notify you of the changes in writing).
- 33.6 **Waiver:** A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right.
- 33.7 **Survival:** Any provision of these Terms, which is by its nature a continuing obligation, will survive termination.
- 33.8 **Rights of Third Parties:** These Terms are not intended to confer a benefit on any person other than the parties to these Terms.
- 33.9 **Relationship:** We will provide Services to you as an independent service provider. Nothing in these Terms creates a relationship of employment, trust, agency, joint venture, partnership or any other fiduciary relationship between the parties.
- 33.10 **Non-exclusive:** These Terms are not exclusive and do not impose any restriction on us providing Services to, or you purchasing any services from, any other person.
- 33.11 **Counterparts:** These Terms may be executed in any number of counterparts (including by electronic signature or by email exchange of .pdf copies) which together will constitute the one instrument.

PART L: DICTIONARY

34. Definitions

Amount Owed means any amount owed by you to us, from time to time, including the Price and/or Commission, any interest payable by you, your liability under these Terms and any recovery costs in accordance with clause 24.

Business Day means Monday to Friday, excluding public holidays in New Zealand.

Commission means commission for a Service that we notify to you in accordance with clause 20.

Confidential Information means all information that could be reasonably regarded in the circumstances as confidential, including information which relates to the business, interests or affairs of a party, the terms of use, the Services, and intellectual property rights, but excludes information which is:

- (a) in the public domain, other than as a result of a breach of these Terms;
- (b) in the possession of a party prior to the commencement of these Terms without any obligation of confidentiality; and
- (c) is independently developed or acquired by a party prior to the commencement of these Terms without relying on information which would itself be Confidential Information.

Credit Management Service has the meaning given to that term in clause 4.1(b).

Credit Reporting Service has the meaning given to that term in clause 4.2.

Debt means an amount owing to you from a third party (in whole or in part), including any collection costs you incur in collecting the amount owing.

Debtor means the third party that owes the Debt to you.

Debt Collection Service has the meaning given to that term in clause 4.1(a).

Insolvency Event means, in relation to you, any of the following steps has occurred (or we have reasonable grounds to believe that any of these steps is likely to occur):

- (a) the primary, or all, of your business activities is suspended or ceasing;
- (b) the presentation of an application for your liquidation;
- (c) the making of any compromise, proposal or deed of arrangement with all or some of your creditors;
- (d) the appointment of a liquidator, receiver, statutory manager, or similar official;

- (e) your suspension or threatened suspension of the payment of your debts as they fall due;
- (f) the enforcement of any security against the whole or a substantial part of your assets;
- (g) if you are an individual, anything having a similar effect to any of the events specified above happens in relation to you; or
- (h) any other insolvency event or proceedings analogous to any of the foregoing occurs in any relevant jurisdiction,

in each case, unless it takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

PPSA means the Personal Property Securities Act 1999.

PPSR means Personal Property Securities Register.

PPSR Service has the meaning given to that term in clause 4.1(c).

Price means the price for a Service that we notify to you in accordance with clause 20.

Related Company has the meaning given to it in the Companies Act 1993, read as if a reference to company was a reference to any body corporate of any jurisdiction.

Representatives means directors, officers, employees, agents and contractors of the relevant party.

Services has the meaning given to that term in clause 4.1.

Terms has the meaning given to that term in clause 1.1, as amended from time to time.

We or us or EC Credit Control means EC Credit Control (NZ) Limited and our successors and assigns or any person acting on behalf of and with our authority.

Website means our website, available at <https://www.eccreditcontrol.co.nz/>.

You or your means the customer purchasing Services from us.

35. Interpretation

In these Terms, 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 and any modification, consolidation, amendment, re-enactment, replacement or codification of it;
- (c) a reference to "in writing" includes by email and a reference to "agree" or "agreement" or "notice" or "approval" means an agreement, notice or approval (as applicable) in writing;
- (d) the words "include" or "including", or similar expressions, are to be construed without limitation;
- (e) a reference to a party to includes that party's successors and permitted assigns and substitutes;
- (f) a word importing the singular includes the plural and vice versa;
- (g) if there is more than one of you, 'you' is a reference to each of you jointly and severally; and
- (h) if you are a partnership, you shall bind each partner jointly and severally.