

Find A Waterproofer Contractor Agreement

Version: 1.0

Effective date: 17 August 2026

1. Definitions

In this Agreement:

Agreement means this Contractor Agreement, as updated from time to time in accordance with clause 18.

Content means text, photos, reviews, profile information, documents, job descriptions, and other material submitted by the Contractor to or displayed on the Platform.

Contractor means the independent business entity that accepts this Agreement and participates in the Platform as a waterproofing contractor.

FAW means Ryan Ririnui, trading as Find A Waterproofer, operating the Platform at findawaterproofer.co.nz, contactable at contractors@findawaterproofer.co.nz.

Homeowner means a person or organisation that submits a job request through the Platform seeking waterproofing services.

Job means a waterproofing-related service request submitted by a Homeowner through the Platform.

Lead means a non-exclusive competitive opportunity to quote for a Job, purchased by the Contractor through the Platform. A Lead entitles the Contractor to receive the Homeowner's contact details and full Job information. A Lead does not entitle the Contractor to be awarded the Job, does not guarantee that the Homeowner will respond, accept a quote, or proceed with Work, and does not create any obligation on the Homeowner.

Lead Fee means the fee published on the Platform at the time of Lead purchase, plus GST at the prevailing rate.

Lead Purchase means the Contractor's payment of the Lead Fee to access a specific Lead.

Platform means the Find A Waterproofer website, application, tools, and services operated by FAW at findawaterproofer.co.nz.

Repost means a Job submitted by the same Homeowner for substantially the same Work at the same property within 90 days of a previous Job listing that was purchased by one or more Contractors.

Unlock means the release of Homeowner contact details and full Job information to the Contractor following a Lead Purchase.

Work means waterproofing, moisture management, weathertightness, or related services, including any ancillary building, repair, inspection, or maintenance work that is part of or connected to a waterproofing scope, performed by the Contractor.

2. Parties

This Agreement is between:

FAW:

Ryan Ririnui

Trading as: Find A Waterproofer

Website: findawaterproofer.co.nz

Email: contractors@findawaterproofer.co.nz

and

The Contractor:

As identified in the Contractor's Platform account and onboarding information.

3. What this Agreement covers

This Agreement sets out the terms on which the Contractor participates in the Platform.

FAW operates a platform that connects Homeowners with waterproofing contractors. FAW does not perform waterproofing work. FAW is not a party to any contract between the Contractor and a Homeowner. FAW does not scope, inspect, supervise, certify, contract for, invoice for, warrant, or guarantee any waterproofing work. FAW provides an introduction service only.

The Contractor is solely responsible for its own advice, quotes, site visits, workmanship, materials, staff, subcontractors, compliance, warranties, payment terms, and customer relationships.

4. Acceptance

The Contractor accepts this Agreement by clicking to accept it during the Platform onboarding process. Acceptance is recorded with the Contractor's identity, the Agreement version, and a timestamp. The Contractor must accept this Agreement before accessing any Leads.

No Lead Purchase, account feature, or Platform service is available to a Contractor who has not accepted this Agreement.

5. Independent contractor status

The Contractor is an independent business. Nothing in this Agreement creates an employment, partnership, joint venture, agency, franchise, or representative relationship between FAW and the Contractor.

The Contractor:

- 5.1. controls its own working methods, hours, pricing, and staffing;
- 5.2. may decline any Lead or Job for any reason;
- 5.3. sets its own quotes and payment terms directly with Homeowners;
- 5.4. may work for other platforms, clients, or businesses without restriction;
- 5.5. contracts directly with Homeowners for any Work arising from a Lead;
- 5.6. must not represent itself as employed by, owned by, or authorised to bind FAW, or endorsed by FAW beyond any specific wording FAW has approved in writing.

6. Eligibility and onboarding

To participate in the Platform, the Contractor must provide accurate onboarding information as requested by FAW, which may include: legal name, trading name, NZBN or company number, contact details, service areas, service categories, website or social links, business description, examples of Work, insurance information, qualifications, certifications, licence details (including Licensed Building Practitioner details where applicable), references or review history, identity or business verification information, and any other information reasonably required by FAW.

FAW may accept, reject, pause, or request further information for any Contractor application at its discretion.

7. Insurance

The Contractor declares that it holds current public liability insurance of at least NZD \$1,000,000 and will maintain that cover for the duration of its participation in the Platform.

FAW may request evidence of insurance at any time. If the Contractor does not provide satisfactory evidence within 14 days of a request, FAW may suspend the Contractor's access until evidence is provided.

8. Licences, qualifications, and compliance

The Contractor must hold and maintain all licences, qualifications, consents, approvals, registrations, insurances, and competencies required for the Work it offers and performs.

Where a Job involves restricted building work under the Building Act 2004, weathertightness-critical work, waterproofing systems, council consent, producer statements, records of work, or other regulated requirements, the Contractor is responsible for ensuring the correct licensed or qualified persons carry out or supervise the Work.

The Contractor must not claim to hold any licence, qualification, certification, insurance, accreditation, manufacturer approval, or specialist status unless the claim is true, current, and supported by evidence.

FAW may request evidence of any licence, qualification, or compliance matter at any time.

9. Contractor profile and representations

The Contractor is responsible for ensuring that all information it supplies to FAW is accurate, complete, current, and not misleading. This includes business identity, service descriptions, service areas, availability, pricing statements, photos and examples, staff or subcontractor claims, qualifications and licence claims, insurance claims, reviews and testimonials, response time claims, and warranty or guarantee claims.

The Contractor must promptly update its information if anything becomes inaccurate, expired, suspended, misleading, or incomplete.

FAW may edit, remove, hide, reject, or require changes to profile Content at its discretion.

10. How Leads work

10.1. **Lead generation.** FAW receives Job requests from Homeowners through the Platform. FAW may make Leads available to Contractors based on service area, service categories, and other matching criteria.

10.2. **Lead preview.** Before purchase, the Contractor may see limited Job information. The preview does not include the Homeowner's full contact details.

10.3. **Lead purchase and unlock.** The Contractor purchases a Lead by paying the Lead Fee. On successful payment, FAW releases the Homeowner's contact details and full Job information to the Contractor.

10.4. **Non-exclusive, capped at three.** Leads are non-exclusive. A maximum of three Contractors may purchase the same Lead. No Contractor receives priority, first refusal, or an exclusivity window. Each Contractor competes independently for the Homeowner's business.

10.5. **No guarantee of outcome.** Purchasing a Lead does not guarantee the Contractor will receive a response, a site visit, a quote request, a job award, or payment. A Lead is an opportunity to compete, not a promise of Work.

10.6. **Contractor's responsibility after unlock.** After Unlock, the Contractor is responsible for contacting the Homeowner, conducting any site visit or inspection, providing a quote, and negotiating and entering into any contract for Work directly with the Homeowner. FAW has no role in those steps.

11. Reposts and prior-purchaser access

11.1. If a Homeowner submits a Repost (a substantially similar Job at the same property within 90 days of a previous listing that was purchased by one or more Contractors), all Contractors who purchased the original Lead receive access to the Repost at no additional charge. Prior-purchaser access does not consume one of the three available purchase slots.

11.2. New Contractors may purchase the Repost at the current Lead Fee, subject to the three-Contractor cap (counting only new paid purchasers, not prior-purchaser free access).

11.3. FAW will take reasonable steps to identify Reposts, but does not guarantee detection in every case.

11.4. A Job submitted more than 90 days after the original listing, or for materially different Work at the same property, is treated as a new Job and is not a Repost.

12. Fees and payment

12.1. The Contractor must pay the Lead Fee published on the Platform at the time of each Lead Purchase, plus GST at the prevailing rate.

12.2. FAW will provide a GST-compliant record of each transaction.

12.3. Fees are payable at the time of Lead Purchase. FAW uses a third-party payment provider, Stripe, to process payments.

12.4. The Contractor is responsible for ensuring its payment details are accurate and authorised.

12.5. FAW may suspend or restrict Platform access if a payment fails, is reversed, is disputed, or is overdue.

12.6. FAW may change the Lead Fee or introduce new fee types from time to time. Changes to fees take effect in accordance with clause 18 (Changes to this Agreement).

13. Refunds and invalid Leads

13.1. A Lead is invalid only where:

- (a) the Homeowner's contact details are fake or non-functional;
- (b) the Lead is a duplicate of a Lead the same Contractor has already purchased;
- (c) the Job was submitted with false information that makes it materially different from what was described;
- (d) the Job is outside the Contractor's purchased service category or service area due to a Platform error;
- (e) the Lead was purchased by the same Contractor more than once due to a Platform error.

13.2. A Lead is not invalid because:

- (a) the Homeowner does not respond, or does not respond quickly;
- (b) the Homeowner does not choose the Contractor;
- (c) the Homeowner obtains other quotes;
- (d) the Job is smaller or larger than expected;
- (e) the Contractor's price is not accepted;
- (f) the Contractor is unavailable or decides not to quote after reviewing the Job.

13.3. The Contractor must submit an invalid Lead claim within 14 days of the Lead Purchase, providing reasonable evidence supporting the claim.

13.4. FAW will review invalid Lead claims and may, at its discretion, provide a credit to the Contractor's Platform account or a refund to the original payment method.

13.5. FAW will notify the Contractor of the outcome of a claim within a reasonable time.

14. Lead-use restrictions

The Contractor may only use Homeowner information obtained through a Lead for the purpose of responding to, quoting for, and carrying out the Homeowner's requested waterproofing-related service.

The Contractor must not:

- 14.1. resell, redistribute, or on-supply Leads or Homeowner information;
- 14.2. share Lead information with another contractor or third party without FAW's written permission;
- 14.3. scrape, export, copy, or build a separate database from Lead information;
- 14.4. use Lead information for unrelated marketing or solicitation;
- 14.5. send bulk or unsolicited commercial electronic messages to Homeowners;
- 14.6. contact Homeowners about unrelated services without their consent;
- 14.7. publish Homeowner information;

14.8. retain Lead information longer than reasonably necessary for the permitted purpose, subject to lawful business record-keeping requirements;

14.9. use Lead information in any way that breaches applicable privacy, consumer, or anti-spam laws.

15. Homeowner communication standards

The Contractor must communicate with Homeowners professionally, honestly, and respectfully.

The Contractor must not:

15.1. mislead Homeowners;

15.2. pressure Homeowners unfairly;

15.3. use abusive, threatening, discriminatory, or harassing language;

15.4. claim FAW guarantees the Contractor's Work;

15.5. claim FAW has verified matters that FAW has not expressly verified;

15.6. misrepresent pricing, urgency, availability, qualifications, insurance, or compliance;

15.7. continue contacting a Homeowner who has clearly asked the Contractor to stop, except where necessary for an existing lawful contract or legal obligation.

16. Response times

The Contractor must respond to purchased Leads within a reasonable time and in accordance with any response time guidelines published by FAW on the Platform.

FAW may update response time guidelines from time to time. Changes to response time guidelines take effect in accordance with clause 18 (Changes to this Agreement).

Repeated failure to respond within published timeframes may result in restricted Lead access, suspension, or termination in accordance with clause 22.

17. Quotes, inspections, contracts, and Work

The Contractor is solely responsible for:

17.1. deciding whether to contact, inspect, quote, accept, or decline a Job;

17.2. inspecting the site where needed;

17.3. identifying scope, exclusions, risks, assumptions, access issues, and compliance requirements;

- 17.4. providing accurate quotes or estimates;
- 17.5. agreeing payment terms directly with the Homeowner;
- 17.6. carrying out Work with reasonable care and skill;
- 17.7. complying with applicable laws, building requirements, product requirements, manufacturer instructions, and trade standards;
- 17.8. managing staff and subcontractors;
- 17.9. providing warranties, records, producer statements, or other documents where required;
- 17.10. handling defects, callbacks, complaints, and disputes relating to its own Work.

FAW is not responsible for the Contractor's quotes, inspections, advice, workmanship, materials, warranties, delays, safety, compliance, or payment disputes with Homeowners.

18. Changes to this Agreement

- 18.1. FAW may update this Agreement from time to time.
- 18.2. FAW will notify Contractors of material changes by email to the address associated with the Contractor's Platform account.
- 18.3. For changes to fees or pricing, FAW will provide at least 30 days' notice before the change takes effect.
- 18.4. For other material changes, FAW will provide at least 14 days' notice before the change takes effect.
- 18.5. Continued use of the Platform after a change takes effect constitutes acceptance of the updated terms.
- 18.6. If the Contractor does not agree to a material change, the Contractor may terminate this Agreement in accordance with clause 22.6 before the change takes effect.

19. Privacy and data handling

- 19.1. The Contractor must handle Homeowner personal information carefully and lawfully, in accordance with the Privacy Act 2020 and any applicable privacy requirements.
- 19.2. The Contractor must:
 - (a) use Lead information only for the permitted purpose described in clause 14;
 - (b) keep Lead information secure and limit access to people who need it for the relevant Job;
 - (c) not disclose Lead information except as required to quote for or perform the Job;
 - (d) delete or securely dispose of Lead information when no longer needed for the permitted purpose, subject to lawful business record-keeping requirements;

- (e) notify FAW promptly if Lead information is lost, misused, accessed without authority, or disclosed in error;
- (f) cooperate with FAW in relation to privacy complaints, access requests, correction requests, or privacy breaches.

19.3. FAW is responsible for providing any required notification to the Homeowner about the indirect collection of their personal information by the Contractor, in accordance with Information Privacy Principle 3A of the Privacy Act 2020.

20. Anti-spam and marketing

The Contractor must comply with all applicable anti-spam, privacy, consumer, and marketing laws.

The Contractor must not send unsolicited commercial electronic messages to Homeowners using Lead information obtained through the Platform.

If the Contractor sends any permitted commercial electronic message, the Contractor is responsible for ensuring it has proper consent, accurate sender information, and a functioning unsubscribe mechanism.

21. Professional conduct and safety

The Contractor must:

- 21.1. act honestly and professionally;
- 21.2. comply with health and safety obligations under the Health and Safety at Work Act 2015;
- 21.3. ensure workers and subcontractors are competent and properly supervised;
- 21.4. use appropriate materials and methods for the Work;
- 21.5. follow relevant product and manufacturer requirements;
- 21.6. comply with applicable building laws, codes, consents, and council requirements;
- 21.7. avoid conduct that could harm Homeowners, other Contractors, FAW, or public trust in the Platform.

22. Suspension and termination

FAW-initiated action

22.1. FAW may suspend, restrict, or terminate the Contractor's access to the Platform where FAW reasonably believes the Contractor has breached this Agreement, provided false or misleading information, misused Homeowner data, acted unlawfully or unsafely, lost required insurance, licence, or qualification

status, generated serious or repeated complaints, or otherwise created material legal, safety, or reputational risk to Homeowners, other Contractors, or FAW.

22.2. Except in cases of serious or urgent risk (including fraud, data misuse, safety concerns, or unlawful conduct), FAW will notify the Contractor of the concern and provide a reasonable opportunity to respond before acting. FAW will consider the Contractor's response before making a final decision.

22.3. In cases of serious or urgent risk, FAW may act immediately and notify the Contractor as soon as practicable afterwards.

Treatment of purchased Leads

22.4. Where a Contractor's access is suspended or terminated, any Leads purchased and not yet contacted will be credited to the Contractor's account or refunded at FAW's discretion. Leads already contacted are considered delivered. Where termination is for fraud, data misuse, or serious dishonesty, FAW may forfeit any outstanding credits or balances.

Contractor exit

22.5. The Contractor may stop participating in the Platform at any time by giving written notice to FAW at contractors@findawaterproofer.co.nz. There is no penalty or lock-in period.

22.6. Unused credits at the time of Contractor-initiated termination are non-refundable unless FAW decides otherwise.

23. After termination

After termination of this Agreement, regardless of the reason:

23.1. the Contractor must stop using Lead information except where reasonably necessary to complete an existing lawful contract with a Homeowner arising from a Lead purchased before termination;

23.2. the Contractor must stop representing itself as participating in the Platform;

23.3. unpaid fees remain payable;

23.4. the following clauses survive termination and continue to apply: clause 14 (Lead-use restrictions), clause 19 (Privacy and data handling), clause 20 (Anti-spam and marketing), clause 25 (Confidentiality), clause 27 (Indemnity), clause 28 (Limitation of FAW's liability), clause 29 (Dispute resolution), and clause 30 (Governing law);

23.5. FAW may retain records as reasonably required for legal, accounting, fraud-prevention, complaint, privacy, or operational purposes.

24. Complaints and disputes between Contractors and Homeowners

FAW may receive complaints from Homeowners, Contractors, or third parties.

The Contractor must cooperate reasonably with FAW's complaint process, including by providing relevant information, communications, photos, quotes, invoices, insurance details, licence evidence, or other records.

FAW may take Platform action where it reasonably believes a Contractor has breached this Agreement, misled a Homeowner, misused Lead data, acted unprofessionally, or created legal, safety, privacy, or reputational risk.

FAW is not required to resolve workmanship, payment, contractual, or warranty disputes between the Contractor and a Homeowner. Those disputes are between the Contractor and the Homeowner.

25. Confidentiality

The Contractor must keep confidential any non-public FAW information, including Lead pricing methods, internal workflows, Platform systems, business plans, Contractor ranking or allocation processes, non-public technical information, and non-public Homeowner or Contractor information.

This obligation does not apply to information that is already public through no fault of the Contractor or that must be disclosed by law.

26. Non-circumvention and Platform integrity

26.1. The Contractor must not actively redirect Homeowners introduced through the Platform away from FAW for the purpose of avoiding Lead Fees or circumventing the Platform's Lead process.

26.2. The Contractor must not encourage Homeowners, other Contractors, or staff to bypass FAW's payment or Lead process where a Lead Fee is properly payable.

26.3. Active circumvention of this clause is a breach of this Agreement and may result in suspension or termination in accordance with clause 22.

26.4. This clause does not prevent a Homeowner from independently finding and hiring the Contractor through channels unrelated to the Platform. It does not restrict the Contractor's right to operate its own business, maintain its own marketing, or appear in search results. The clause applies only to deliberate redirection of FAW-sourced Homeowner relationships away from the Platform.

27. Indemnity

The Contractor indemnifies FAW against losses, costs, claims, complaints, damages, penalties, and reasonable expenses arising from:

27.1. the Contractor's breach of this Agreement;

27.2. false or misleading information provided by the Contractor;

- 27.3. misuse of Homeowner Lead information by the Contractor;
- 27.4. privacy or anti-spam breaches caused by the Contractor;
- 27.5. the Contractor's workmanship, advice, quotes, defects, delays, or omissions;
- 27.6. acts or omissions of the Contractor's staff, subcontractors, or agents;
- 27.7. unlawful, unsafe, or non-compliant Work performed by the Contractor;
- 27.8. intellectual property infringement in Content submitted by the Contractor;
- 27.9. disputes between the Contractor and Homeowners arising from the Contractor's services.

This indemnity does not apply to the extent that the loss was caused or contributed to by FAW's own negligence, wilful misconduct, or breach of this Agreement.

28. Limitation of FAW's liability

28.1. FAW does not warrant that the Platform will be uninterrupted, error-free, or free from delay. FAW will take reasonable steps to maintain Platform availability and to address errors that come to its attention.

28.2. To the maximum extent permitted by law, FAW is not liable for:

- (a) Homeowner decisions, including the decision not to hire the Contractor;
- (b) the accuracy or completeness of Homeowner-supplied information;
- (c) Lead conversion rates or the Contractor's revenue;
- (d) disputes between the Contractor and a Homeowner;
- (e) indirect, consequential, or incidental loss, including lost profits, lost revenue, loss of data, loss of opportunity, or wasted expenditure;
- (f) events outside FAW's reasonable control.

28.3. Where FAW is liable for something and that liability cannot be excluded by law, FAW's total aggregate liability to the Contractor in respect of all claims arising under or in connection with this Agreement is limited to the total Lead Fees paid by that Contractor to FAW in the 12 months immediately preceding the event giving rise to the claim.

28.4. Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded or limited, including liability under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 to the extent it applies.

29. Dispute resolution

29.1. If a dispute arises between FAW and the Contractor under this Agreement, the parties must first attempt to resolve it in good faith through direct discussion.

29.2. Either party may give written notice to the other describing the dispute.

29.3. If the dispute is not resolved within 20 working days of written notice, the parties may agree to submit the dispute to mediation before an independent mediator. The costs of mediation will be shared equally unless the parties agree otherwise.

29.4. Nothing in this clause prevents either party from seeking urgent interim relief from a court where necessary.

30. Governing law and jurisdiction

This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

31. Intellectual property and Contractor Content

31.1. The Contractor owns its own business Content, subject to any rights held by others.

31.2. By providing Content to FAW, the Contractor grants FAW a non-exclusive, royalty-free, worldwide licence to use, store, display, reproduce, edit, distribute, and promote that Content for the purpose of operating, marketing, and improving the Platform.

31.3. The Contractor confirms that it has the right to provide all Content submitted to FAW and that the Content does not infringe another person's rights.

31.4. FAW owns or licences the Find A Waterproofer name, brand, website, Platform design, software, systems, templates, workflows, and content created by FAW.

32. Reviews and reputation

If FAW enables reviews, ratings, testimonials, or other reputation features, the Contractor must not:

32.1. submit fake reviews or arrange for others to do so;

32.2. pressure Homeowners to leave misleading reviews;

32.3. offer improper incentives for positive reviews;

32.4. retaliate against Homeowners for honest reviews;

32.5. manipulate review systems;

32.6. ask staff, friends, family, or related parties to submit reviews without disclosing the relationship.

FAW may moderate, remove, hide, or investigate reviews at its discretion.

33. FAW's obligations

33.1. FAW will operate the Platform in good faith and take reasonable steps to maintain its availability and functionality.

33.2. FAW will provide the Contractor with access to purchased Lead information promptly following successful payment.

33.3. FAW will review invalid Lead claims submitted under clause 13 and notify the Contractor of the outcome within a reasonable time.

33.4. FAW will take reasonable steps to identify Reposts under clause 11 and provide prior-purchaser access where identified.

33.5. FAW will provide reasonable notice of material changes to this Agreement in accordance with clause 18.

33.6. FAW will handle Contractor information in accordance with FAW's Privacy Policy and applicable privacy law.

33.7. FAW will not disclose non-public Contractor information to other Contractors or to Homeowners except as reasonably required to operate the Platform or as required by law.

34. Notices

Notices under this Agreement may be sent by email to the contact details associated with each party's account. FAW's contact email for Contractor notices is contractors@findawaterproofer.co.nz.

The Contractor must keep its contact details current. A notice sent to the Contractor's last notified email address is deemed received.

35. General

35.1. **Entire agreement.** This Agreement, together with the Website Terms, the Privacy Policy, and any policies, guidelines, or terms expressly incorporated by reference and published on the Platform, constitutes the entire agreement between FAW and the Contractor in relation to the Contractor's participation in the Platform.

35.2. **Severability.** If any provision of this Agreement is found to be unenforceable, the remaining provisions continue in full force.

35.3. **Waiver.** A failure by FAW to enforce a provision of this Agreement does not constitute a waiver of FAW's right to enforce that provision later.

35.4. **Assignment.** FAW may assign this Agreement to a successor entity, including on incorporation of a limited liability company to operate the platform, without the Contractor's consent, provided the successor assumes FAW's obligations under this Agreement. The Contractor may not assign this Agreement without FAW's written consent.

35.5. **Order of precedence.** If there is a conflict between this Agreement and any policy, guideline, or term published on the Platform and incorporated by reference, this Agreement prevails.

This Agreement was last updated on 17 August 2026.