

Mechanic Service Agreement

This Mechanic Service Agreement ("Agreement") is entered into by and between any mechanic ("Mechanic") using the Fixie platform ("Platform" or "Fixie") and any rider or customer ("Rider") engaging the services of said Mechanic through Fixie. By booking a service through Fixie, both the Mechanic and the Rider agree to the terms and conditions set forth herein, with the possibility of additional terms mutually agreed upon between the Mechanic and the Rider.

1. Scope of Services

1.1 The Mechanic agrees to provide the Rider with bike repair, maintenance, and related services as described in the booking details submitted through the Fixie platform.

2. Independent Contractor Status

2.1 The Rider acknowledges that the Mechanic is an independent contractor and not an employee or agent of the Platform. The Mechanic is solely responsible for the means and methods of performing the Services.

3. Booking and Confirmation

3.1 The Rider shall provide details of the required Services through the Platform. 3.2 The Mechanic will review the details and confirm the booking by setting the date and time with the Rider directly.

4. Pricing and Payment

4.1 The Mechanic will provide a quote or estimate for the Services based on the information provided by the Rider. 4.2 The Rider agrees to pay the price quoted or estimated by the Mechanic exclusively through the Platform.

5. Dispute Process

5.1 Riders can raise a dispute through the Fixie platform within 4 days of the service completion if they are dissatisfied with the service provided. 5.2 The dispute will be resolved either by direct agreement between the Rider and the Mechanic or, if no agreement is reached, by Fixie.

6. Dispute Resolution

6.1 In the event of an issue or dissatisfaction with the Services, the Rider must contact the Mechanic directly to resolve the matter. 6.2 If the issue cannot be resolved between the Rider and the Mechanic, the Rider may raise a dispute through the Platform within 4 days of service completion. 6.3 The Platform will mediate the dispute and facilitate a resolution. The resolution may include a full refund, partial refund, or confirmation of the original payment

amount. 6.4 During a dispute, the payment will be held by the Platform and not available to the Mechanic until the dispute is resolved.

7. Refunds and Adjustments

7.1 The Mechanic can issue refunds through the Platform. The Platform will process these refunds promptly, according to the Mechanic's instructions.

8. Liability and Indemnification

8.1 The Mechanic is responsible for any damage or loss resulting from their performance of the Services. 8.2 The Rider agrees to indemnify and hold harmless the Mechanic from any claims arising out of or related to the Services provided.

9. Confidentiality

9.1 Both Parties agree to keep any confidential information received from the other party secure and not disclose it to any third party without prior consent.

10. Termination

10.1 Either party may terminate this Agreement at any time by providing written notice to the other party. Termination does not affect any rights or obligations that arose prior to termination.

11. Governing Law

11.1 This Agreement shall be governed by and construed in accordance with the laws of New Zealand.

12. Entire Agreement

12.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or representations, whether written or oral, regarding the subject matter hereof.

13. Amendments

13.1 Any amendments to this Agreement must be made in writing and signed by both Parties.

By using the Platform to facilitate Services, both the Mechanic and Rider agree to adhere to the terms of this Agreement.