Term & Conditions

Standard terms and conditions for provision of services by Stream Interactive Ltd.

stream.net.nz
1 October 2026

Project Work

Services

Stream Interactive Ltd ("Stream Interactive" or "Stream") will perform services (the "Services") and provide the deliverables (the "Deliverables") as set out in the project proposal, schedule of services or other written offer issued by Stream Interactive to the client (the "Proposal"), the annual operating document and service level agreement (if any) that apply to the client (together the "Operating Documents"), and in accordance with these Terms and Conditions. The Proposal, the Operating Documents and these Terms and Conditions together form the agreement between Stream Interactive and the client (the "Agreement"). The client accepts the Agreement by accepting the Proposal in writing (including by email), by paying an invoice issued under it, or by instructing Stream Interactive to begin work, whichever happens first. Stream Interactive's performance of Services may include advice and recommendations. All decisions relating to the implementation of such advice and recommendations shall be made by and are the sole responsibility of the Client. If there is any conflict or inconsistency between the terms of the Proposal and these Terms and Conditions, then the terms of the Proposal will prevail, but only to the extent that the Proposal expressly states that it overrides these Terms and Conditions. For hosting, support and service levels, the Operating Documents prevail over these Terms and Conditions.

Payment

Normally a payment schedule will be agreed that is based on achievement of key milestones. Typically these milestones include a deposit, detailed specification, finished solution before published to live, and live solution working for one month. Additional payments may be scheduled where the time-line is long or timing is behind schedule because of client actions. Alternately fees will be charged within ongoing monthly invoicing with a value charged that is commensurate with the level of progress achieved.

Progress payments are to be made within 7 days of invoice. Ongoing payment terms are by the 20th of the month following invoice date. Invoices for a given month are delivered at the beginning of the following month, dated as the last day of the prior month and covering services provided during the prior month. All fees are in New Zealand dollars and are exclusive of GST and of third-party costs (such as domain names, SSL certificates, software licences, payment gateway and email delivery fees) unless the Proposal says otherwise.

Stream Interactive will rectify, free of charge, any genuine defect that causes the Deliverables not to conform to the agreed specification, provided the client reports it in writing within 3 months of final acceptance of the development. This does not cover

problems caused by changes made by anyone other than Stream Interactive, by third-party software or services, by misuse, or by changes to the client's requirements. Additional support is provided at Stream Interactive's normal hourly rates.

Stream Interactive may refer any overdue amount to a third party debt collector or to its lawyers, and the client is responsible for all reasonable costs of recovery (including debt collection fees and legal costs on a solicitor and own client basis), separate and in addition to any Stream Interactive job related fees.

Overdue amounts incur interest at 10% per annum from the due date until paid in full. If an invoice remains unpaid 30 days after a written reminder, Stream Interactive may suspend the Services (including hosting, support and access to the Platform) until all overdue amounts are paid, and may charge a reasonable reconnection fee. Stream Interactive is not liable for any loss the client suffers as a result of a suspension permitted by this clause.

Stream Interactive may review its fees for ongoing Services (including hosting, support and annual plans) once in any 12-month period, and will give the client at least thirty (30) days' written notice of any increase. Fees may be adjusted sooner to pass on increases in third-party costs outside Stream Interactive's control.

Project Acceptance

Upon advice from Stream Interactive that the project has been completed and is ready for acceptance, the client will have thirty (30) days to examine the project and determine whether or not it is consistent with the agreed specification (the "Specification"). If the client considers that the project does not conform to the Specification, it must within that time, give Stream Interactive written notice describing each non-conformity in reasonable detail and with explicit reference to the specification where the item was defined. Stream Interactive will correct any genuine non-conformity and re-submit the project, and the client will have a reasonable period to check the corrected items only. The project is deemed accepted on the earliest of: the client confirming acceptance in writing; the client using the project for live commercial purposes; or the client giving no notice of non-conformity within the thirty (30) days. Cosmetic preferences and changes of requirement are not non-conformities and are dealt with under Variations. A final invoice will then be issued.

Variations

A detailed specification will be developed as the first phase of production and will include visual concepts, site structure, page content, business functionality, test case examples, fully calculated examples where numeric calculations apply and database elements.

If at the completion of this process the specification is not consistent with the beginning expectations as per the general scope set out in the Proposal, thus causing significant variation, then the price offered may be reviewed before continuing with the next phase of

development. The outcome of the review will be agreement on revised pricing and/or specification details.

After the detailed specification has been agreed, apart from one set of ‘cosmetic’ content updates during production, any further changes will be charged on a 'time and materials' basis unless otherwise agreed by both parties. Any variation must be agreed in writing (email is sufficient) before the work starts, and Stream Interactive will give an estimate of the cost and any effect on the timetable on request.

Further to this all proposals are based on a production schedule that:

- Is continuous once started, with ongoing focus from both the client and Stream. A disrupted process is inefficient and difficult. Interrupted timing may incur additional fees, charged as variation work.
- Provides for dealing with one lead contact person on the client’s side and a single set of client team members. Changes of client team members causing repeated learning will be treated as variation work.
- Follows Stream’s normal process of:
  Analysis ⇨ Specification ⇨ Production ⇨ Testing ⇨ Review
  It assumes a fluent process with one round of fine tuning on completion of each section. Repetition or moving goal posts will be treated as variation work.

Scope of Development

The streamSWEET administration platform and the front end website applications that it is used for are intended for use with current common operating systems and browsers. Where specific project needs require additional functionality to support uncommon software, specific third party integration or support for older versions of browsers or operating systems Stream Interactive will treat this work as variation or custom component of development, typically charged on an hourly rate, or as otherwise agreed.

Platform, Branches and Upgrades

“Platform” means Stream Interactive’s proprietary streamSWEET software platform, including its content management, ecommerce, various other modules, and all updates, releases and documentation for it. Custom solutions for the client are built on a branch of a Platform release taken when the project begins (the “Branch”). Custom development is carried out on the Branch, so the client’s solution may differ from the standard Platform release and from other clients’ Branches.

Stream Interactive will apply critical bug fixes to the client’s Branch as part of any ongoing hosting or support plan, within a reasonable time having regard to severity. Issues that cause incidental inconvenience, are only exposed through client based fringe cases, or arise as a result of changes to the technological environment are not included and will be

charged on a time and materials basis. Security patches will normally be handled as part of an annual review, and this is an additional fee based on the updates required.

Stream Interactive is not obliged to merge new Platform features or later Platform releases into the Branch. Where the client asks for an upgrade to a later Platform release, or Stream Interactive recommends one, the work of merging, testing and resolving conflicts with custom development is a variation charged on a time and materials basis unless the Proposal says otherwise.

Stream Interactive may retire a Platform release or Branch (including where third-party components it depends on are no longer supported) by giving the client at least six (6) months' written notice, or less where necessary to address a security risk or legal requirement. The client must then either upgrade to a supported release (as a variation) or accept that the affected Services will end.

Ongoing Work

Where the proposal or schedule of services includes provision for ongoing hosting, development or annual plan work an annual price will be determined, invoiced as per the agreed time frame (usually monthly). Where ongoing work is based on a budgeted allowance chargeable activity includes time spent becoming familiar with third party software, developing ideas, figuring solutions, planning and writing specifications, corrective action and adjustment to a normal development level.

Hosting and Support

Where the Proposal includes hosting, Stream Interactive will host the client's solution in its private cloud environment, operated by Stream Interactive in partnership with its datacentre and infrastructure providers. The scope of the hosting and support Services for each client, and the availability, backup and support commitments that apply, are set out in the Operating Documents. Stream Interactive may change infrastructure, providers and locations provided the standard of the Services is not materially reduced.

Backups are a disaster-recovery measure and not an archive. Restoring from backup at the client's request, for example after an error by the client's own users, is charged on a time and materials basis unless the Operating Documents say otherwise.

Stream Interactive will maintain reasonable technical and organisational security measures for the hosting environment, including access controls, regular patching and monitoring. The client is responsible for the security of its own systems, user accounts and passwords, for promptly removing access for users who no longer need it, and for third-party plugins, integrations and services it chooses to use with the solution. Each party will notify the other without undue delay on becoming aware of an actual or suspected security incident affecting the client's solution or data.

Where third-party services are needed by the solution, such as payment gateways, email delivery and domain registration, these are provided by their own suppliers on their own terms, and Stream Interactive is not responsible for their performance. Where the solution includes ecommerce, the client is the merchant and is responsible for its own pricing, products, tax treatment, consumer-law compliance and dealings with its customers. Unless the Proposal says otherwise, payment card details are handled by the payment gateway chosen by the client, and the client remains responsible for its own payment card industry (PCI DSS) obligations.

Ongoing

Client Responsibilities

The client will use the solution provided by Stream Interactive as intended and in accordance with the Agreement. Additionally, the client will:

- Notify Stream Interactive of issues or problems in a timely manner.
- Provide Stream Interactive with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Provide accurate and well considered information to support development in a timely fashion.
- Carry out final staging testing prior to sign off of projects to ensure the system meets the prescribed needs.
- Maintain good communication with Stream Interactive at all times.
- Ensure that all content, data and materials it supplies or uploads ("Client Content") are lawful and accurate and do not infringe any person's intellectual property, privacy or other rights, and that it holds all rights and consents needed for Stream Interactive to use them to provide the Services.
- Keep its user credentials secure, and not use the Services to send unsolicited commercial electronic messages in breach of the Unsolicited Electronic Messages Act 2007, to distribute malware, or for any other unlawful or abusive purpose.
- Comply with the licence terms of any third-party software or services it asks Stream Interactive to include in the solution.

Stream Interactive may suspend or remove any Client Content, or suspend access to the Services, where it reasonably believes that continuing would breach the law, infringe third-party rights, or put the security of the hosting environment or other clients at risk. Stream Interactive will give the client notice and an opportunity to remedy the problem where it is reasonably practicable to do so.

Termination

Client Initiated

As standard the Client may terminate their relationship with Stream with one month's notice in writing. Exceptions include:

1. An extended contract that supersedes this. Typically this will only occur where there is investment in extended services, and will be handled on a case by case basis.
2. Once a project has commenced it must be seen through to completion, and the client cannot terminate it for convenience. If the client cancels a project, it must pay

for all Services performed and costs committed up to the date of cancellation, together with any milestone payment that has fallen due, plus reasonable consideration for disruption to business as a result of committing resources which are no longer required and is inclusive of investment in early setups to prepare for the wider project..

3. Either party may terminate the Agreement, or a project under it, by written notice if the other party commits a material breach and has not remedied it within thirty (30) days of receiving written notice of the breach, or if the other party becomes insolvent, enters liquidation or receivership, or ceases to carry on business.

In practice a longer period of notice will often be required, giving reasonable time for Stream to prepare and deliver assets, as provided for in the 'Ownership' clause.

Stream Initiated

Stream may terminate their relationship with the client in the following circumstances. Stream will give the client written notice that is reasonable in the circumstances and proportionate to the scale and severity of the issue, being not less than thirty (30) days, except that Stream may terminate or suspend on shorter notice, or immediately, where the client is more than thirty (30) days in arrears, has made unlawful or abusive use of the Services, or has put the security of the hosting environment at risk.

1. Payment for services rendered has fallen into arrears.
2. The Client is found to be using the services provided in ways that are different to the intent originally established, and the outcomes carry negative consequences of substance.
3. Any other situation where the client is behaving in a manner that renders the relationship unable to continue in a professional manner.
4. The client becomes insolvent, enters liquidation or receivership, or ceases to carry on business.

The above does not limit Stream's rights to assign the business to another provider, whether by sale or other provision. In this course of events Stream will make reasonable attempt to ensure the services provided will be continued with the same or equivalent capability as that provided by Stream.

In the unlikely case that Stream needs to exit as a service provider, then every reasonable attempt will be made to give a written notice period of one (1) year.

Effect of Termination

On termination or expiry of the Agreement all fees for Services performed up to the termination date, and any fees that fall due under the Agreement, become payable, and the client's right to use the Platform and its Branch ends. Stream Interactive may then remove the client's solution from its hosting environment.

For thirty (30) days after the termination date, and provided all undisputed fees have been paid, Stream Interactive will on request supply an export of the Client Content and Client Data in a commonly used format, as described in the Ownership clause. After that period Stream Interactive may delete the client's data from its live systems, and copies held in backups will be overwritten in the normal backup cycle. Each party will return or destroy the other's Confidential Information on request, subject to any legal retention requirement.

Clauses that by their nature are intended to survive termination, including Ownership, Limitation on Damages, Confidentiality, Personal Information and Dispute Resolution, continue to apply.

Ownership

Ownership of the Platform (including the streamSWEET system, the core of the software application, each Branch, all custom development carried out on a Branch, and all related documentation) and all intellectual property rights in it remains with Stream Interactive. The Content Management system is in effect being rented by the client, who is granted a non-exclusive, non-transferable right to use the Platform and its Branch for its own business for as long as the Agreement continues and the fees due under it are paid. At its option, the client may purchase the intellectual property including software platform and all pertinent codes and documentation as set forth in the "Option to Purchase." (if the Proposal includes one)

As between the parties, the client owns the Client Content and all data entered into or generated for the client by its use of the solution ("Client Data"). The client grants Stream Interactive a non-exclusive licence to use, copy, host and display the Client Content and Client Data to provide the Services. Upon payment in full, the client owns the intellectual property in bespoke visual designs and graphic assets created specifically for the client and identified as such in the Proposal; this does not include any underlying Platform code, templates, components or tools used to produce them, which remain Stream Interactive's. Where the law gives the author rather than the commissioning party first ownership of a work, Stream Interactive assigns that ownership to the client on payment in full, for the items described in this paragraph only.

At the client's request, Stream Interactive will provide a copy of the software application elements as best as is reasonably practical. This would include a copy of the site images, an export of targeted client driven database data to a transferable format such as a spreadsheet or text file and core layout designs. It will not be a working version of the Web site as this is driven by the Content Management system, nor will the database content necessarily replicate the structure of the live system. Any such service will be provided on a time and materials basis.

Stream Interactive however reserves the right to withhold provision of these elements where any undisputed overdue fees are owed to Stream Interactive by the client.

Stream Interactive Information

The Client acknowledges that Stream Interactive provides consulting and development services to other clients and agrees that nothing hereunder shall be deemed or construed to prevent Stream Interactive from carrying on such business.

In particular, Client agrees that, notwithstanding anything to the contrary set forth herein:

(i) Stream Interactive shall have the right to retain a copy of each of the Deliverables for its records, subject to the Confidentiality and Personal Information clauses;

(ii) As part of Stream Interactive's provision of the Services hereunder, Stream Interactive may utilise proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Stream Interactive or by third parties under contract to Stream Interactive (all of the foregoing, collectively, "Stream Interactive's Information");

(iii) Stream Interactive's Information and Stream Interactive's administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of Stream Interactive; and

(iv) Client hereby grants to Stream Interactive a perpetual, royalty free, irrevocable, worldwide, non-exclusive licence to use the Deliverables and to create and use derivative works derived from the Deliverables (other than Client Content, Client Data and personal information), so long as in doing so Stream Interactive does not disclose Client's identity or Confidential Information.

Limitation on Warranties

This is a services engagement. Stream Interactive warrants that it will perform services hereunder in good faith, and with due skill, care, and attention, and in a manner that meets reasonable professional standards for the industry. Stream Interactive disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Stream Interactive does not warrant that the Services or the Platform will be uninterrupted or error-free, or that they will meet the client's requirements except as set out in the agreed Specification. The client acknowledges that it acquires the Services for the purposes of a business, that the Consumer Guarantees Act 1993 does not apply to them (as permitted by section 43 of that Act), and that the provisions of the Fair Trading Act 1986 that may lawfully be excluded under section 5D of that Act are excluded. The parties agree that this is fair and reasonable.

Indemnity

The client shall indemnify Stream Interactive against all losses, liabilities, damages and reasonable costs (including legal costs) arising from any third-party claim that the Client Content, or the client's use of the Services in breach of the Agreement, infringes the rights of any person or breaches any law. Stream Interactive will give the client prompt notice of the claim and reasonable assistance in defending it.

Stream Interactive will indemnify the client against third-party claims that the Platform, used as supplied by Stream Interactive and in accordance with the Agreement, infringes that third party's intellectual property rights in New Zealand, provided the client gives prompt notice, allows Stream Interactive to control the defence and settlement, and gives reasonable assistance. Stream Interactive may satisfy this indemnity by modifying or replacing the affected part of the Platform. Stream Interactive's liability under this indemnity is subject to the cap in the Limitation on Damages clause.

Limitation on Damages

In no event shall either party nor their respective employees, officers and directors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, lost revenue, loss of or damage to data, business interruption and opportunity costs). Both parties agree that the Client and Stream Interactive, their employees, officers and directors shall not be liable to the other party for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder (except for the client's obligation to pay fees and its liability under the Indemnity clause) for an aggregate amount in excess of the fees paid by the client to Stream Interactive under the Agreement in the twelve (12) months before the event giving rise to the claim. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Nothing in this clause limits or excludes any liability that cannot lawfully be limited or excluded.

Cooperation

The Client shall cooperate with Stream Interactive in its rendering of the Services, including, without limitation, providing Stream Interactive with reasonable facilities and timely access to appropriate data, information and personnel of Client. Client acknowledges that when Client's personnel are to work with Stream Interactive's personnel, Client's failure to assign Client personnel having skills commensurate with their role in connection with the Services could adversely affect Stream Interactive's ability to perform. To the extent that Client's failure to assign such personnel or other failure to perform its obligations interferes with Stream Interactive's ability to perform, milestone dates, if any, shall be adjusted accordingly

and, for fixed fee engagements, additional Services provided by Stream Interactive attributable to such failures by Client shall be billed at Stream Interactive's standard rates. Client acknowledges and agrees that Stream Interactive may, in performing its obligations pursuant to this Agreement, be dependent upon and using data, material, and other information furnished by Client without any independent investigation or verification thereof, and that Stream Interactive shall be entitled to rely upon the accuracy and completeness of such information in performing the Services.

Confidentiality

"Confidential Information" means all documents, software, reports, data, records, forms and other materials Stream Interactive and Client provide to each other in the course of the engagement, whether tangible or intangible: (i) that have been marked as confidential; (ii) whose confidential nature has been made known; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the other party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act of the other party; (iii) is independently developed without benefit of the other's Confidential Information; or (iv) is received by or from a third party without restriction and without a breach of an obligation of confidentiality. Neither party shall use or disclose to any person, firm or entity any Confidential Information without the other's express, prior written permission. Notwithstanding the foregoing, Confidential Information may be disclosed to the extent required by law, provided that the party owning such Confidential Information is given reasonable notice and opportunity to seek to prevent or limit its disclosure. These confidentiality restrictions and obligations shall continue for three (3) years after the expiration or termination of the engagement, except that they continue indefinitely for Client Data, personal information and trade secrets (including the source code and design of the Platform). A party may disclose Confidential Information to its employees, subcontractors, insurers and professional advisers who need to know it for the purposes of the Agreement and who are bound by equivalent obligations of confidentiality.

Personal Information

Each party will comply with the Privacy Act 2020 and any other privacy law that applies to it. The client is responsible for the personal information it collects through the solution, including having a lawful basis and appropriate notices and consents for its collection and use, and for responding to requests from the individuals concerned. Stream Interactive holds and processes personal information within the Client Data only on the client's behalf, to provide the Services and as the client reasonably instructs.

Stream Interactive will keep that personal information secure as described in the Hosting and Support clause, will not disclose it except to its personnel, subcontractors and

infrastructure providers who need access to provide the Services (or where the law requires), will give the client reasonable assistance with requests from individuals for access or correction (charged on a time and materials basis), and will tell the client without undue delay if it becomes aware of a privacy breach affecting that information so that the client can meet any notification duty. The client authorises Stream Interactive to use the subcontractors and infrastructure providers it uses from time to time.

If the client is subject to the privacy law of another country (such as the EU or UK GDPR), or personal information will be held or accessed outside New Zealand, the client must tell Stream Interactive before that information is entered into the solution, and the parties will agree any additional data processing terms that the law requires.

Limitation on Actions

No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

Force Majeure

Neither party shall be required to perform any term, covenant, or condition of this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, wars, governmental laws, orders, requirements or actions, enemy or hostile governmental actions, strikes, lockouts, industrial action, civil commotions, fires, floods, accidents or breakdowns, widespread failure of power, internet or telecommunications networks or of third-party suppliers, cyber-attack that could not have been prevented by reasonable security measures, or any other casualties or conditions which are beyond the reasonable control of either party and not due to the fault or negligence of such party. If, as a result of any of these conditions, either party fails to perform any obligations specified in this Agreement and gives written notice of the event to the other party within ten (10) days of their occurrence, then such failure shall not be deemed a breach or default; and the applicable time periods in which to perform shall be extended, but only to the extent and for the period such condition exists. Force majeure does not excuse payment of money owing. If a force majeure event continues for more than sixty (60) days, either party may terminate the affected Services by written notice.

Dispute Resolution

First Path of Action

A party to this document may not commence any Court or arbitration proceedings relating to the dispute unless it has complied with the following clauses except where the party seeks urgent injunctive relief, or Stream Interactive seeks to recover undisputed fees.

A party to this agreement claiming that a dispute ("the Dispute") has arisen under or in relation to this agreement must give written notice ("the Notice") to any other party to this agreement specifying the nature of the Dispute.

On receipt of the Notice by that other party, the parties must attempt in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

If the parties do not agree within seven (7) days of receipt of the Notice (or such further period agreed in writing by them) as to:

- the dispute resolution technique and procedures to be adopted; and
- the timetable for all steps in those procedures; and
- the selection and
- compensation of the independent person required for such technique;

THEN the parties must mediate the Dispute in accordance with the mediation protocol of the Arbitrators' and Mediators' Institute of New Zealand (AMINZ), and the President of AMINZ (or the President's nominee) will select the mediator and determine the mediator's remuneration.

Second Path of Action

If the dispute is not resolved by mediation as set out above, the dispute shall be referred to a single arbitrator to be nominated and in case the parties or their representatives cannot agree by the President of AMINZ (or the President's nominee). This clause shall be deemed a "submission" within the meaning of the Arbitration Act 1996. The arbitration will be held in Auckland, New Zealand.

Assignment

Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party, except that Stream Interactive may assign the Agreement to a purchaser of or successor to its business on written notice to the client, as described in the Termination clause. Stream Interactive shall have the right at any time and without prior consent or approval of Client to subcontract all or part of the Services and/or Deliverables to be provided under the Agreement. Stream Interactive remains responsible to the client for work done by its subcontractors.

Severability

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement & Governing Law

These Terms and Conditions and the Proposal and the Operating Documents, including any schedules to them, constitute the entire agreement between Stream Interactive and Client with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the subject matter hereof. This Agreement between the parties shall be governed by the laws of New Zealand and the New Zealand Courts shall have exclusive jurisdiction, except that Stream Interactive may bring proceedings to recover fees in any court that has jurisdiction over the client, without any application of conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Changes to these Terms

Stream Interactive may update these Terms and Conditions from time to time by publishing the updated version on its website and, for ongoing Services, giving the client at least thirty (30) days' notice. The version in force when the client accepts a Proposal applies to the project described in that Proposal. Where a change would materially disadvantage the client in respect of ongoing Services, the client may terminate those Services before the change takes effect by written notice.

Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post, courier, or email, to the other Party. Stream's address is shown below:

Stream Interactive Ltd

PO Box 9861, Newmarket
Auckland, 1149
New Zealand

P: + 64 9 889 9884
email: admin@stream.net.nz

A notice is treated as received: if delivered by hand, on delivery; if sent by prepaid post, three (3) working days after posting; if sent by courier, on the delivery date recorded by the courier; and if sent by email, on the next working day after sending, unless the sender receives an automated message that it was not delivered. Notices to the client are sent to the address shown in the Proposal, or any updated address the client has notified.