

# SUPPLIER TERMS

## 1. Terms

---

- 1.1 These terms apply when you access and use the Dollarforschools Platform as a supplier.
- 1.2 By asking us to register you for an Account, you accept these terms. If you do not accept these terms, you must not use the Dollarforschools Platform.
- 1.3 If any of these terms are not enforceable for any reason, that part of the terms will be deleted and the rest of these terms will apply.
- 1.4 We reserve the right to make changes to these terms by uploading updated terms on the Dollarforschools Platform. You will be bound by the terms that are in effect at the time you access and/or use the Dollarforschools Platform. Your continued use of the Dollarforschools Platform represents your agreement to be bound by the terms as amended. If you do not agree with our amended terms, you must stop using the Dollarforschools Platform.

## 2. Definitions and Interpretation

---

- 2.1 The following definitions are used in these terms:

**Account** means a supplier account on the Dollarforschools Platform.

**AMINZ** means the Arbitrators' and Mediators' Institute of New Zealand Inc. (registered number 379524).

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which registered banks are open for general banking business in Auckland, New Zealand.

**Confidential Information** means any non-public financial, business or commercial information relating to you or us (in any form) which the other party may receive or obtain as a result of or in connection with these terms.

**Customer** means a customer that purchases Goods from you using the Dollarforschools Platform and **Customers** means any one of them.

**Customer Order** means an order made by a Customer using the Dollarforschools Platform for the purchase of Goods from you pursuant to clause 6.

**Delivery Location** means the location where you must deliver, or procure delivery of, the Goods..

**Dollarforschools Platform** means our progressive web application.

**Dispute** means any dispute arising under or relating to these terms.

**Food Code** means the Australia New Zealand Food Standards Code.

**Food Code Allergens** means those foods listed in Column 1 of the table to section S9-3 of the Food Code (and any successor list of food allergens).

**Food Grading** means your Food safety grading/Eatsafe grading.

**Force Majeure Event** means the occurrence of an event after the date of these terms that is beyond the reasonable control of you or us which cannot reasonably be avoided or overcome by that person and which is not attributable to the actions of that person, including:

- (a) cyber warfare, cyber attacks, ransomware attacks or cyber sabotage;
- (b) war, hostilities (whether war is declared or not), invasions, acts of foreign enemies, civil war, sabotage or piracy;
- (c) rebellion, terrorism, revolution, insurrection, military or usurped power and riots;

- (d) operation of the forces of nature such as earthquakes, hurricanes, lightning, typhoons or volcanic activity;
- (e) outbreaks of disease, pandemics, epidemics or quarantine;
- (f) instances of exceptionally adverse weather; and
- (g) acts of government authority, whether lawful or unlawful.

**Goods** means the goods listed for sale by you on the Dollarforschools Platform, which, in the case of Shop Now Orders, may include vouchers that entitle a Customer to receive the performance of services offered by you.

**Price** means the price (as determined by you and displayed on the Dollarforschools Platform) for the Goods.

**Intellectual Property** means all intellectual property, proprietary and industrial rights arising in connection with the Goods (whether existing in statute, at common law or in equity), including:

- (a) all copyright, know-how, trade secrets, methods (including business methods), technical and non-technical information, processes, characteristics, trade marks, trade names, business names, domain names, inventions, patents, design rights, discoveries and formulae;
- (b) all designs, design details, concepts, sketches, photographs, working drawings, models and presentation materials;
- (c) all improvements, enhancements, modifications or adaptations to any of the foregoing rights;
- (d) the right to sue or bring proceedings for passing off;
- (e) all allied, similar and associated rights, whether registered or unregistered, registrable or unregistrable; and
- (f) all applications to register, and all renewals of, any of the foregoing rights.

**Minimum Grading** means 'B', being the minimum Food Grading and shown in more particular detail at the following link: <https://www.aucklandcouncil.govt.nz/licences-regulations/business-licences/food-businesses-quality-grading/Pages/why-we-have-food-grades.aspx>.

**Related Parties** means, in relation to you or us:

- (a) any director, officer, employee or agent of, or professional adviser to, that person; and
- (b) any related company or related body corporate of that person, wherever incorporated or formed.

**School** means the school linked to a Customer's account on the Dollarforschools Platform.

**School Lunch Order** means a Customer Order which relates to the delivery of Goods that are food items to a School and is specified on the Dollarforschools Platform as a 'School Lunch Order'.

**Shop Now Order** means a Customer Order that is not a School Lunch Order and is specified on the Dollarforschools Platform as an 'Instant Fundraiser'.

**Stripe** means Stripe Payments Europe Ltd, our payment provider.

**Supplier Payment** means the payment made by us to you for your supply of the Goods to the Customer under a School Lunch Order or a Shop Now Order, being the Price less the amount specified on the Dollarforschools Platform from time to time together with any credit card payment or other transaction fees (or otherwise agreed between you and us), provided that such amount may differ for School Lunch Orders and Shop Now Orders.

**We, our or us** means Dollarforschools Limited (company number 7686696).

**You or your** means you, the supplier.

### 3. Supply

---

- 3.1 You agree to supply the Goods to Customers on and subject to these terms.
- 3.2 In order to supply Goods in accordance with these terms, you must register for an Account which we will create on your behalf.
- 3.3 You can register for an Account by instructing us to create an account of your behalf in person, by telephone, email, or any other method agreed with us.
- 3.4 When registering for an Account, you must provide us with all information reasonably requested by us during the Account registration process.
- 3.5 As part of the Account registration process, we may also request reasonable written evidence of the insurance required under clause 4 being in place, including a certificate of currency or insurance certificate from your insurer and/or a copy of the applicable insurance policy or policies.
- 3.6 You acknowledge that if there are any changes to the information provided by you when registering for an Account, those changes must be updated by you on the Dollarforschools Platform.
- 3.7 You acknowledge and agree that these terms are entered into and undertaken on an exclusive basis. Accordingly, while holding an Account with us, you may not enter into a similar arrangement (in relation to the provision of Goods where a contribution from the Price is made to a School or other organisation) with any third party without our prior written consent.
- 3.8 In order to register as a Supplier, you must follow the prompts on the Dollarforschools Platform to create an account with Stripe. Your Account registration will not be complete until you have created the Stripe account and we have connected that registration to your Account. By accepting these terms you also agree to accept the Stripe Connected Account Agreement, as may be amended by Stripe from time to time. The current version of the Stripe Connected Account Agreement is available here: <https://stripe.com/nz/connect-account/legal>. The terms in the Stripe Connected Account Agreement will prevail to the extent there is any conflict or inconsistency between the Stripe Connected Account Agreement and these terms.

### 4. Insurance

---

- 4.1 During the period that these terms are in effect, you must:
  - (a) **Hold insurance:** Hold public and product liability insurance with a reputable insurance firm for an amount suitable to cover the liability (and potential liabilities) you assume under these terms;
  - (b) **Premiums:** Ensure that all premiums in connection with such insurance are paid when due; and
  - (c) **Not void insurance:** Not do or allow anything to be done that may result in such insurance lapsing or being rendered void or voidable.

### 5. Goods

---

- 5.1 You can list Goods for sale using the Dollarforschools Platform. Subject to clause 5.6, all Goods listed by you will be available for Customers to purchase through the Dollarforschools Platform. When listing the Goods, you must provide the following:
  - (a) **Description:** A description of the Goods;
  - (b) **Allergens and dietary specifications:** For food items, details of any allergens or other dietary specifications, including, for the avoidance of doubt, the Food Code Allergens.
  - (c) **Price:** The Price of the Goods, which must be fair and reasonable, taking into account the

relevant market and your 'in-store' price for the same Goods;

- (d) **Quantity:** The quantity of the Goods that are available to be ordered;
  - (e) **Delivery:** Whether you offer a delivery option for Shop Now Orders; and
  - (f) **Photographs:** Subject to clause 5.2, at least one photograph of the Goods that are available to be ordered.
- 5.2 We may agree to arrange for photographs of the Goods to be taken at your cost, following request by you. If this clause 5.2 applies, you will not be required to provide photographs under clause 5.1(e). We will give you the opportunity to approve any such photographs prior to them being listed on the Dollarforschools Platform.
- 5.3 You must ensure that the information provided in accordance with clause 5.1, including the description and photograph(s) (where applicable) of the Goods, is accurate and will not mislead us or users of the Dollarforschools Platform.
- 5.4 You must ensure that any Goods listed by you on the Dollarforschools Platform under clause 5.1 are available while they are listed on the Dollarforschools Platform. If the Goods become unavailable before the quantity specified in clause 5.1(c) is reached, you must remove the listing from the Dollarforschools Platform.
- 5.5 You acknowledge that each School that is registered on the Dollarforschools Platform is entitled to determine which suppliers are available for School Lunch Orders to be placed by Customers related to their school on any given day. You further acknowledge that this decision will be made by the School (or by us on behalf of the School) at its discretion and that you have no ongoing expectation that your Goods will be listed on the Dollarforschools Platform on any given day or days.
- 5.6 You agree that:
- (a) **Approval:** We must approve all Goods that you offer for sale on the Dollarforschools Platform prior to them being listed;
  - (a) **Listing:** All Goods will be automatically listed on the Dollarforschools Platform following approval by us; and
  - (b) **Removal:** We reserve the right to remove Goods that you offer for sale on the Dollarforschools Platform if they were approved by us in error, the information provided in relation to the Goods does not comply with the requirements of clause 5.2, or if, at our sole discretion, we no longer approve the Goods.
- 5.7 Subject to clause 5.1(b), you are responsible for determining the Price of the Goods listed by you on the Dollarforschools Platform.
- 5.8 You are responsible for payment of GST in relation to the Goods sold on the Dollarforschools Platform and the Price of the Goods listed on the Dollarforschools Platform must be inclusive of GST.
- 5.9 You must ensure that all Goods provided by you to the Customer are of an acceptable quality.
- 5.10 Where the Goods offered by you include vouchers which will entitle a Customer to receive the performance of services by you, those vouchers must not be redeemable as cash and will otherwise be subject to your usual terms and conditions for vouchers and/or the particular services offered in respect of those vouchers.
- 5.11 If a Customer raises concerns in relation to Goods provided by you, including in circumstances where incorrect Goods are supplied or those Goods are not of acceptable quality, the Customer, or we (when the concern is raised directly with us), may require you (at the Customer's option) to:
- (a) Re-supply the Goods; or
  - (b) Reimburse the Customer for the Price of the Goods.

- 5.12 If you fail to provide Goods to a Customer, we will not be obliged to make any payment to you under clause 8 and will take responsibility for arranging a refund of the Price or re-supply of the Goods from an alternative supplier.

## 6. Orders

---

- 6.1 A Customer may make an order for Goods by submitting a Customer Order to you using the Dollarforschools Platform.
- 6.2 Customer Orders made under clause 6.1 will be displayed on the Dollarforschools Platform, and received by you using one of the following methods as selected by you when you create an Account on the Dollarforschools Platform:
- (a) **Automatic:** A label (which includes details of the Customer Order) will be automatically printed by a printer at your premises;
  - (b) **In-house integration:** You will receive the Customer Order using your in-house ordering system;
  - (c) **Push notification:** You will receive a push notification from the Dollarforschools Platform on your device; or
  - (d) **Email:** By email to you.
- 6.3 Each Customer Order provided to you will contain the following information:
- (a) **Date:** The date of the Customer Order.
  - (b) **Name:** The name of the Customer (or student in the case of School Lunch Orders).
  - (c) **Reference number:** A reference number for the Customer Order.
  - (d) **Goods:** A description of the Goods ordered by the Customer.
  - (e) **Delivery:** If the Goods are to be delivered by you, and:
    - (i) The Customer Order is a School Lunch Order, the name of the School that the School Lunch Order is to be delivered to and the relevant classroom.
    - (ii) The Order is a Shop Now Order, the Delivery Location.
  - (f) **Collection:** If the Customer Order is a Shop Now Order and the Goods are to be collected from your premises by the Customer, the time that the Customer will pick up the Shop Now Order, which must be at least ten minutes after the Shop Now Order is received by you.
  - (g) **Other relevant information:** Any other relevant information or instructions (including instructions in relation to dietary requirements, if applicable).

## 7. Delivery

---

- 7.1 Except where clause 7.2 applies, if you are required to deliver the Goods in a Customer Order, you must deliver each of the Goods specified in the Customer Order to the specified person:
- (a) **School Lunch Orders:** In the case of a School Lunch Order, at or before 12:00pm (or such later time as may be advised to you from time-to-time) on the date of the School Lunch Order.
  - (b) **Shop Now Orders:** In the case of a Shop Now Order, at the Delivery Location.
- 7.2 In circumstances where you cannot provide delivery of Goods in accordance with clause 7.1, you must (at your election):
- (a) **Dollarforschools delivery:** make prior arrangements with us for the delivery of the Goods by us; or

- (b) **Third-party delivery:** procure, or make prior arrangements with us in relation to the procurement (on your behalf and at your cost) of, delivery of the Goods by a third-party, including (without limitation) any third-party delivery provider.

## 8. Food requirements

---

- 8.1 This clause 8 applies to all Suppliers that provide:
  - (a) School Lunch Orders; and / or
  - (b) Shop Now Orders which contain food items.
- 8.2 At all times while you are a Supplier:
  - (a) you must maintain all applicable licences and permits, and comply with all laws and regulations applicable to your business, including, for the avoidance of doubt (and where applicable), the Food Act 2014, the Food Regulations 2015, and the Food Code; and
  - (b) your Food Grading must meet or exceed the Minimum Grading.
- 8.3 You must immediately notify us, via the Dollarforschools Platform, if your Food Grading is, or becomes, any grading below the Minimum Grading.
- 8.4 During the Account registration process, or at any other time while these terms are in effect, we may request reasonable written evidence of your compliance with the requirements of this clause 8, including evidence of your Food Grading.
- 8.5 You warrant and represent that the information provided by you pursuant to clause 5.1(b), in relation to food items listed on the Dollarforschools Platform, is, and at all times will be, accurate, up-to-date, and complete.
- 8.6 If you are a Supplier that provides School Lunch Orders, you must:
  - (a) package all Orders in environmentally friendly packaging; and
  - (b) only provide environmentally friendly utensils (where utensils are required).

## 9. Payment

---

- 9.1 You will receive the Supplier Payment directly from Stripe for each Customer Order upon payment being made by the Customer in respect of that Customer Order.

## 10. Leads

---

- 10.1 You may offer free trials and/or no-obligation consultations to Customers using the Dollarforschools Platform (**Lead** or **Leads**).
- 10.2 When listing a Lead on the Dollarforschools Platform, you must specify the amount of the contribution that you will make to the Customer's specified School for that Lead.
- 10.3 For each Lead that is confirmed on the Dollarforschools Platform, we will invoice you for the amount of the contribution specified by you in accordance with clause 10.2 and, following receipt of payment of that invoice, pay the relevant contribution to the Customer's nominated School.
- 10.4 You must pay our invoice in full, without deduction or setoff, on or before the 20<sup>th</sup> day of the month following the date of our invoice.
- 10.5 If you do not pay any invoice when due, then (without prejudice to any other rights that we may have) we may suspend your ability to offer Leads on the Dollarforschools Platform.

## 11. Intellectual Property

---

- 11.1 Dollarforschools agrees that all Intellectual Property in the Goods supplied by you is solely owned by you.
- 11.2 You grant to us a limited, non-exclusive, non-transferable, revocable and royalty-free licence to use the logo provided by you when registering for an Account on the Dollarforschools Platform and photographs of the Goods provided by you in accordance with clause 4.1(e), for the purposes of listing your Goods on the Dollarforschools Platform.

## 12. Liability

---

- 12.1 Nothing in these terms limits any rights that a Customer has against you under the Consumer Guarantees Act 1993
- 12.2 To the extent we are legally able to limit our liability, we will not be liable to you for any reason relating to your use of the Dollarforschools Platform, or a Customer's acts or omissions.
- 12.3 We will not be liable to you for any indirect or consequential losses or damages, loss of business or loss of profits.
- 12.4 You indemnify us from and against any losses, damages, costs, claims, or proceedings we incur or are subject to as a result of your use of the Dollarforschools Platform or failure to comply with these terms, including if we cancel your Account due to your breach of these terms.
- 12.5 For the avoidance of doubt, we make the Dollarforschools Platform available to enable use by customers and suppliers for transactions. We are not a party to any sale or purchase of Goods on the Dollarforschools Platform and give no guarantee or warranty in relation to any Goods listed on the Dollarforschools Platform. We will not be liable to any Customer for:
- (a) any Goods that are listed on the Dollarforschools Platform;
  - (b) the safety, quality or legality of any Goods listed on the Dollarforschools Platform;
  - (c) the accuracy or truth of any listing of Goods on the Dollarforschools Platform;
  - (d) any guarantees or assurances that you make regarding Goods listed by you on the Dollarforschools Platform, including any implied warranties.

## 13. Termination

---

- 13.1 Either you or we may terminate our agreement at any time without cause, and without incurring any liability or obligation by doing so, by giving the other party not less than 10 Business Days prior written notice of termination.
- 13.2 If you do not agree to any updates to these terms notified in accordance with clause 1.4, you may terminate our agreement immediately by giving written notice. You must then immediately stop using the Dollarforschools Platform.
- 13.3 If you or we commit a material breach of these terms (**defaulting party**) that:
- (e) **Not remediable:** is not remediable; or
  - (f) **Remediable but not remedied:** is remediable, and the defaulting party does not remedy that breach within 10 Business Days of being required to do so in writing by the non-defaulting party,

then the non-defaulting party may terminate our agreement with immediate effect by giving written notice to the defaulting party.

- 13.4 Either you or we may terminate our agreement by giving not less than 10 Business Days' written notice of termination to the other party where a right of termination arises under clause 14 in connection with a Force Majeure Event.
- 13.5 Either you or we may terminate our agreement with immediate effect by giving written notice to the other party if the other party:
- (a) **General insolvency:** becomes insolvent or otherwise cannot pay its debts as and when they fall due;
  - (b) **Appointment of receiver, administrator or liquidator:** has a receiver, administrator or liquidator appointed in relation to all or a material part of its assets; or
  - (c) **Winding-up:** has an order made or a resolution passed for its liquidation, dissolution or winding-up.
- 13.6 Termination of our agreement shall not affect any rights, remedies, obligations or liabilities of you and us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these terms which existed at or before the date of termination.
- 13.7 The provisions of this clause 9 shall survive the termination of our agreement.

## 14. Force Majeure

---

- 14.1 Neither you nor we shall be liable to the other party, or be deemed to be in breach of these terms, as a result of any delay or failure to perform their obligations due to any Force Majeure Event, provided that the relevant party:
- (a) **Takes reasonable steps to perform:** takes all reasonable steps to perform its obligations and/or alleviate the delay; and
  - (b) **Written notice of Force Majeure Event:** provides written notice of the nature and extent of the Force Majeure Event and the likely delay to the other party as soon as reasonably practicable.
- 14.2 In the event that a Force Majeure Event continues for more than 60 Business Days, then:
- (a) **Termination rights:** either you or we may terminate our agreement by giving no less than 10 Business Days' written notice; or
  - (b) **Suspension:** you and we may agree in writing to suspend all or any of our obligations under these terms.
- 14.3 This clause 14 shall cease to apply in respect of a Force Majeure Event when:
- (a) **Force Majeure Event ceases:** that Force Majeure Event no longer has any effect on the performance of your or our obligations in these terms; and
  - (b) **Notice of cessation:** the person who is affected by the Force Majeure Event has given written notice to the other party that the Force Majeure Event has ceased.

## 15. Dispute Resolution

---

- 15.1 You and we must use reasonable endeavours to resolve any and all Disputes by good faith negotiations. If a Dispute is settled at or following negotiations under this clause 15, such settlement shall be recorded in writing and be signed by you and us, whereupon it shall be final and binding.
- 15.2 If the Dispute cannot be resolved by negotiations under clause 15.1 within 10 Business Days, you or us may, by written notice to the other party, require that the Dispute be dealt with by mediation under the following terms:
- (a) **Mediation Protocol:** The mediation shall be conducted in accordance with the Mediation



Protocol of AMINZ then in force (or any protocol or mediation agreement which replaces it).

- (b) **Mediator:** The mediation shall be conducted by a mediator and at a fee jointly agreed in writing by you and us. Failing agreement within 10 Business Days of the giving of the notice requiring mediation, the mediator will be selected and his or her fee determined by the chairperson for the time being of AMINZ (or his or her nominee).
  - (c) **Location:** The mediation shall take place in Auckland, New Zealand at such address as determined by the mediator, provided that you or us may, if permitted by the mediator, attend via telephone conference, video conference or any similar means of electronic, audio or audio-visual communication.
  - (d) **Settlement:** If the Dispute is settled at or following mediation under this clause 15.2, such settlement shall be recorded in writing and be signed by you or us, whereupon it shall be final and binding.
  - (e) **Costs:** The costs of the mediation, excluding your or our own legal and preparation costs, will be shared equally.
- 15.3 Neither you nor us may initiate or commence court or arbitration proceedings relating to a Dispute unless it has complied with the procedure set out in this clause 15, provided that application may still be made to the courts:
- (a) **Interlocutory relief:** for interlocutory relief;
  - (b) **Debts:** to recover or enforce a debt payable; or
  - (c) **Enforce settlement:** to enforce a settlement agreed to under clause 15.1 or 15.2.

## 16. Confidentiality

---

- 16.1 Except as permitted in this clause 16, neither you nor we will disclose or communicate to any third party any Confidential Information.
- 16.2 You and we may disclose Confidential Information to your or our Related Parties, but only:
- (a) **Need-to-know basis:** on a need-to-know basis; and
  - (b) **Compliance by Related Parties:** where your or our Related Parties have been made fully aware of your or our obligations of confidence under these terms and where each of them agrees in writing to comply with those obligations.
- You and we agree that we will be wholly responsible and liable for all acts and omissions of our respective Related Parties concerning any Confidential Information disclosed to them.
- 16.3 Neither you nor we will have to observe any duty of confidentiality concerning Confidential Information that:
- (a) **Prior written consent:** the other party gives its prior written consent to the disclosure of;
  - (b) **Required by law:** is required to be disclosed by law or any legislative or regulatory authority;
  - (c) **Necessary for performance:** is necessary to be disclosed to enable you or us to perform your or our obligations under these terms; or
  - (d) **Information in the public domain:** at the time of disclosure is in, or subsequently enters, the public domain otherwise than by breach of any duty of confidentiality under these terms.

- 16.4 Nothing in this clause 16 operates to limit or exclude any other duty of confidentiality of you or us at law or in equity (including, for the avoidance of doubt, under the tort of breach of confidence or the equitable duty of confidence).
- 16.5 The restrictions in this clause 16 will continue to apply after the termination of our agreement.

## 17. Notices

---

- 17.1 All notices and other communications to be given under these terms must be:
- (a) **Written:** in writing; and
  - (b) **Form of delivery:** addressed to the person to whom it is to be sent at the email address from time to time designated by that person in writing to the other party.
- 17.2 Until any other designation is given under clause 17.1:
- (a) your email address is the email address provided by you when registering with Dollarforschools.
  - (b) our email address is: `steve@dollarforschools.co.nz`.
- 17.3 Any notice or communication given under these terms shall be deemed to have been received, when sent by email, on the date and time at which it enters the recipient's information system, as evidenced (if required by the recipient, where delivery is disputed) in a confirmation of delivery report from the sender's information system which indicates that the email was sent to the email address of the recipient.
- 17.4 Any notice or communication received or deemed received after 5.00pm or on a day which is not a Business Day in the place to which it is delivered, posted or sent will be deemed not to have been received until the next Business Day in that place.

## 18. General Provisions

---

- 18.1 These terms constitute the entire agreement and understanding of you and us relating to the matters dealt with in these terms and supersedes and extinguishes any previous agreement, discussions, negotiations, promise, assurance, warranty and representation (whether oral or written) between you and us in relation to such matters. Nothing in this clause 18 operates to limit or exclude any liability for fraud.
- 18.2 By instructing us to register you for an Account, and by continuing to use the Dollarforschools Platform, you warrant and represent that:
- (a) **Power and authority:** you have full power and authority to enter into these terms;
  - (b) **Consents, authorisations and approvals:** all consents, authorisations and approvals that are necessary or required of in connection with the entering into of these terms, and the assumption of rights and obligations under them, have been obtained or effected; and
  - (c) **No breach:** your entry into and performance of these terms does not constitute a breach of any law or obligation, and will not cause or result in any default or breach under any other agreement or arrangement, by which you are bound and which would prevent you from entering into or performing your obligations under these terms.
- 18.3 Either you or us shall be entitled in that party's sole discretion to assign and transfer any of their rights or obligations under these terms, and the consent of the other party shall not be required for any such assignment or transfer. The assigning party must promptly give written notice to other party of any such assignment.
- 18.4 We will not be deemed to have waived any right under these terms unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these terms will

not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these terms.

- 18.5 These terms, and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual claims), will be governed by and construed in accordance with the laws of New Zealand and you and we irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to these terms or its subject matter or formation or the relationships established by it (including non-contractual claims).