

SUNNYRIDE GENERAL TERMS AND CONDITIONS

INTRODUCTION

1. These Terms and Conditions set out the standard terms for all Clients that enter into a Service Agreement with Sunnyride. Clients should read these Terms and Conditions as well as the specific terms and conditions in the Service Agreement to understand their rights and obligations.
2. To the extent that there is any inconsistency between the Service Agreement and these Terms and Conditions, the Service Agreement will prevail.

PRIVACY

3. Sunnyride may collect and hold Personal Information, including but not limited to, names of Clients, addresses, telephone numbers, facsimile numbers and email addresses. These details are collected for the purpose of providing services to Clients, and the selling and marketing of products and services. Sunnyride may also use such information for the purpose of member satisfaction surveys, and events such as loyalty programs.
4. Sunnyride does not disclose Personal Information to any organisation not related to the provision of services.
5. Sunnyride may disclose Personal Information to its associated entities if required to carry out its business. Sunnyride will never disclose Personal Information to Third Parties.
6. Personal Information collected by Sunnyride is retained as part of a database, which is securely monitored and maintained by a Third-Party. The Third-Party takes all reasonable steps to protect the security of Personal Information that it holds. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy.
7. Sunnyride may be required to provide Personal Information to other organisations to comply with its legal obligations, such as auditors, legal advisers and the Australian Taxation Office (or any other relevant organisations).
8. The *Privacy Act 1988* provides individuals with the right to access Personal Information held by Sunnyride. If the information is inaccurate, a request can be made to correct it. Sunnyride reserves the right to charge a nominal fee if required for the retrieval of information requested.
9. If you would like to access the Personal Information that Sunnyride holds about you, you can contact Sunnyride using the contact details on the Sunnyride website.

INTELLECTUAL PROPERTY (IP), COPYRIGHT & LICENSING

10. Ownership of Productions. Subject to clauses 11 and 12, the entire copyright, sound recording right, performance right, and all other rights, title, and interest in any sound recording, audio, visual, or audio-visual production created or supplied by Us (the "Productions") shall vest in Us and remain Our absolute property worldwide for the full period of copyright, including any extensions or renewals, unless otherwise agreed in writing between the Parties. Ownership of the Productions is separate from any Equipment supplied under clause 18 which remains the property of Us.
11. Client-Supplied Third-Party Material. Where the Client provides any Third-Party material, including audio, voice recordings, music, scripts, or wording, to be incorporated in a new Production:
 - 11.1. The rights to such supplied material remain with the original rights owners.
 - 11.2. We retain copyright in any new Production created using the supplied material.
 - 11.3. The Client must ensure it has obtained all requisite licences, consents, or authorisations for Us to incorporate such material.

Example: If the Client supplies a musical jingle, the rights to the supplied music remain with the original owner, and We will own the copyright to the new Production incorporating that music.
12. Client-Supplied Scripts and Wording. Unless otherwise agreed in writing, all scripts, wording, and creative content created by Us remain

Our property and cannot be used by a third party without Our prior written consent.

Example: The Client cannot take a script written by Us and have it recorded or produced by another production company without Our agreement.

Where the Client supplies scripts or wording for recording, it must comply with clause 14 regarding third-party rights.

13. Music and Audio Content Produced by Us
 - 13.1. Unless otherwise agreed, copyright and all rights to music, sung jingles, sonic logos, or other audio created by Us, and any recordings or musical works produced by Us, remain with Us.
 - 13.2. Any use of these recordings by a different production company requires Our prior written agreement and may be subject to a licensing fee.
 - 13.3. We will supply the Client with a copy of any music or audio produced for the Client's use.
 - 13.4. We will endeavour to archive copies of recordings but make no warranty that the audio will be available again in the future. We shall not be liable if archives are no longer available.
 14. Third-Party Licences
 - 14.1. If any Production incorporates third-party copyright or other intellectual property rights, We will obtain all necessary licences or authorisations to use it.
 - 14.2. We are responsible for all third-party licensing fees payable to ARIA and APRA AMCOS for **dubbing of material** for In-Store Commercial Music Services at a Location.
 - 14.3. The Client acknowledges that We are **not** responsible for any third-party licensing fees for **public performance of material**; such responsibility remains with the Client.
 15. Limited Licence to Client. Subject to full payment of all applicable fees:
 - 15.1. We grant the Client a non-exclusive, non-transferable, revocable licence to use the Productions solely at the agreed Location(s) and only in connection with the Services supplied by Us.
 - 15.2. This licence does not confer ownership or rights to reproduce, distribute, adapt, or publicly perform the Productions outside the agreed scope.
 - 15.3. Any use is subject to restrictions and obligations under clause 18 (Equipment), clause 22 (Consumer Warranty & Service Availability), and clause 23 (Limitation of Liability).
 16. Breach and Termination of Licence. Non-payment, late payment, or any material breach of these Terms, including failure to pay for Services or associated fees, constitutes a breach of this licence and may result in:
 - 16.1. Immediate suspension or revocation of the licence, including rights to public performance.
 - 16.2. Requirement to cease all use of the Productions and return or make available for collection any Equipment under clause 18.
 - 16.3. Us exercising all rights and remedies available under these Terms and applicable law.
 17. Moral Rights - nothing in this clause permits acts which would infringe the moral rights of Us or any third party, including the right of attribution and integrity of the Productions.
- ### EQUIPMENT
18. If a Third-Party's equipment requires installation at the Location; unless specified otherwise in the Service Agreement the following applies:

- 18.1. Both legal and equitable title in the Equipment remains vested in a Third-Party and the Client shall have no claim, right, title, or entitlement in or to it;
- 18.2. A Third-Party has an irrevocable right of access to the Location to inspect, maintain, repair, replace or remove the Equipment situated at the Location;
- 18.3. The Client indemnifies Sunnyride and will hold Sunnyride and keep Sunnyride harmless against all claims made by anyone against Sunnyride in exercise of Sunnyride's rights pursuant to clause 18.2.
- 18.4. If the Equipment becomes faulty due to normal wear and tear during the term of the Service Agreement: Sunnyride will replace the Equipment at no charge to the Client.
- 18.5. If the Equipment is damaged or lost during the term of the Service Agreement: the Client will be responsible for the repairs or replacement of the Equipment that is damaged or lost.
- 18.6. Notwithstanding clause 18.2: the Client is responsible for the return of the Equipment to Sunnyride within fourteen (14) days of the date of termination of the Service Agreement. The Client will be liable to pay Sunnyride for all costs (including freight costs, legal costs and any other expenses) of and incidental to the return of the Equipment to Sunnyride.

UPDATES

19. We may contact the Client during the term of the Service Agreement to remind them to utilise their included Updates. It is the Client's responsibility to make use of the Updates within any given 12-month period. Unused Updates do not carry over to subsequent years, are not transferable to other services provided by Us, and cannot be exchanged for cash or credit.

TERMINATION OF THE SERVICE AGREEMENT

20. Unless specified otherwise in the Service Agreement, the Service Agreement may be terminated:
 - 20.1. At any time by the Parties, by mutual agreement in writing to that effect; or
 - 20.2. at any time by either Party giving the other Party ninety (90) days' notice in writing terminating the Service Agreement, in which case the Service Agreement shall automatically terminate upon the expiration of the period stated in that notice, subject to the provisions of clause 20.5 regarding outstanding payments and Equipment; or
 - 20.3. by either Party immediately upon notice in writing to the other Party, after the occurrence of one or more of the following events:
 - 20.3.1. the other Party becomes subject to any form of bankruptcy, insolvency or other external administration; or
 - 20.3.2. Where the other Party has failed to remedy the breach specified in the notice served under clause 21 within the fifteen (15) business day period specified in that notice.
 - 20.4. Effect of termination. Termination of the Service Agreement does not relieve the Client of any obligation to pay all outstanding fees, charges, or other amounts due under the Service Agreement.
 - 20.5. Binding obligations until full settlement and return of Equipment. For the avoidance of doubt:
 - 20.5.1. The Service Agreement, and these Terms and Conditions, shall remain binding on both Parties until all outstanding invoices have been paid in full and all Equipment supplied by Us under clause 18 has been returned;
 - 20.5.2. Until such time, We may suspend Services, revoke any licences granted under clause 15, and enforce all rights and remedies available under these Terms and applicable law.

21. If a Party has breached a term of these Terms and Conditions or the Service Agreement ("**the Defaulting Party**") then the Party not in breach ("**the Non-Defaulting Party**") may give written notice to the Defaulting Party:
 - 21.1. setting out the details of the breach;
 - 21.2. requiring the Defaulting Party to remedy the breach within fifteen (15) business days; and
 - 21.3. notifying the Defaulting Party that in default of rectification of the breach specified in that notice within the fifteen (15) business day period, then the Non-Defaulting Party may at any time thereafter terminate the Service Agreement pursuant to clause 20.3.2.

22. CONSUMER WARRANTY

22.1. Equipment

- 22.1.1. Ownership of Equipment - All equipment supplied by Sunnyride remains at all times Our property. The equipment is provided solely for the purpose of facilitating audio productions in connection with Our services and is supplied on a bailment or hire basis only. No title, ownership interest, or security interest in the equipment passes to You.
- 22.1.2. Consumer Guarantees. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 22.1.3. Application to Supplied Equipment. The consumer guarantees under the ACL apply to the equipment supplied by a Third-Party, notwithstanding that ownership of the equipment remains with a Third-Party, to the extent that such guarantees are applicable under law.

The equipment is guaranteed to be:

- of acceptable quality;
 - reasonably fit for the purpose of delivering Sunnyride-licensed audio productions when used in accordance with Our instructions; and
 - supplied with due care and skill.
- 22.1.4. Remedies. Where a failure of the equipment constitutes a major failure under the ACL, We will, at Our option and to the extent permitted by law:
 - replace the equipment with equivalent equipment; or
 - repair the equipment; or
 - remove the equipment and provide a refund of any unused portion of fees paid for the affected period.

Where the failure does not amount to a major failure, Sunnyride will, within a reasonable time, repair or replace the equipment at no cost to You. For the avoidance of doubt, any replacement equipment supplied remains a third-party's property.

- 22.1.5. Exclusions. This consumer warranty does not apply to faults or failures caused by:
 - pre-existing on-site infrastructure or third-party systems;
 - misuse, neglect, unauthorised modification, or improper operation;
 - incorrect installation, configuration, or connection not performed or approved by Sunnyride; or
 - damage occurring after delivery that is not attributable to Sunnyride.

Nothing in this clause limits your rights under the ACL where such rights cannot lawfully be limited.

22.1.6. Return of Equipment. If equipment is replaced, repaired off-site, or removed as part of a remedy, You must make the equipment reasonably available for collection by Us. Failure to do so may result in suspension of services until access is provided.

22.2. Service Availability and Limitations. While Sunnyride will take commercially reasonable steps to provide the Services with due care and skill, We do not guarantee that the Services will be uninterrupted, error-free, or completely secure.

You acknowledge that the availability and performance of the Services may be affected by factors outside Our reasonable control, including but not limited to:

- internet or telecommunications outages;
- power failures or electrical interruptions;
- failures or limitations of third-party networks, systems, or infrastructure;
- acts or omissions of third-party service providers; or
- events of force majeure, including natural disasters, epidemics/pandemics, war, terrorism, riots, strikes, or other significant disruptions.

Nothing in this clause limits Our liability under the Australian Consumer Law (ACL) where such liability cannot lawfully be excluded, restricted, or modified.

23. LIMITATION OF LIABILITY

23.1. General Limitation. To the extent permitted by law, We are not liable for any loss, damage, cost, or expense suffered or incurred by the Client arising from or in connection with the Services, except where such liability cannot be excluded under the Australian Consumer Law (ACL).

23.2. Excluded Causes. Without limiting clause 23.1, We will not be liable for any Claim arising from or relating to:

- 23.2.1. any failure, disruption, delay, or defect in telecommunications services, internet connectivity, power supply, or electronic communications;
- 23.2.2. any failure of, defect in, or incompatibility with hardware or software not supplied by Us, or any bugs, errors, or vulnerabilities in software;
- 23.2.3. any virus, Trojan, worm, malware, ransomware, or other unauthorised or malicious code affecting systems, data, or equipment;
- 23.2.4. the acts or omissions of any third-party service provider, including internet service providers, telecommunications carriers, hosting providers, or utilities;
- 23.2.5. any reasonable error or omission by Us in the provision of the Services, including but not limited to scripts, recordings, or audio content, provided such Services were supplied with due care and skill;
- 23.2.6. misuse, negligence, improper operation, or failure to follow instructions by the Client or any of the Client's employees, contractors, agents, or representatives;
- 23.2.7. any breach of contract, statutory duty, or other obligation by the Client or any person acting on the Client's behalf; or
- 23.2.8. any event or circumstance beyond Our reasonable control, including but not limited to power grid failures, internet outages, natural disasters, epidemics/pandemics, war, terrorism, riots, strikes, or other force majeure events.

23.3. Consequential Loss. To the extent permitted by law, We are not liable for any indirect or consequential loss, including loss of profit, revenue, business opportunity, goodwill, or anticipated savings, even if such loss was foreseeable.

23.4. Statutory Remedies. Where liability cannot be excluded under the ACL, Our liability is limited, at Our option and to the extent permitted by law, to the re-supply of the Services or the payment of the cost of having the Services supplied again.

CONFIDENTIALITY

24. A Receiving Party shall ensure that Third Parties do not gain access to the Provider's Confidential Information other than as permitted under the Service Agreement and/or these Terms and Conditions.

25. A Receiving Party shall not, without the Provider's prior written consent which consent may not be unreasonably refused:

25.1. use or permit any person to use the Provider's Confidential Information for any purpose other than a Permitted Purpose;

25.2. disclose or in any way communicate to any Third Party all or any of the Provider's Confidential Information except as authorised by the Provider under the Service Agreement and/or these Terms and Conditions;

25.3. permit unauthorised persons to have access to places or computers where the Provider's Confidential Information is displayed, reproduced or stored; or

25.4. make or assist any person to make any unauthorised use of the Provider's Confidential Information.

26. A Receiving Party must: -

26.1. take reasonable steps to enforce the confidentiality obligations imposed by these Terms and Conditions and the Service Agreement including diligently prosecuting at its cost, any breach or threatened breach of such confidentiality obligations by a person to whom the Receiving Party has disclosed the Provider's Confidential Information; and

26.2. co-operate, and provide the Provider with all reasonable assistance, in any action which the Provider may take to protect the confidentiality of the Provider's Confidential Information.

27. A Receiving Party may only disclose Confidential Information (to the extent reasonably necessary):

27.1. to its legal advisers in relation to its rights under the Service Agreement and these Terms and Conditions;

27.2. to its personnel:

27.2.1. solely to assist that Receiving Party in carrying out its covenants pursuant to the Service Agreement and these Terms and Conditions and only in relation to the Permitted Purposes;

27.2.2. on a need to know basis; and

27.2.3. on condition that such persons do not disclose that Confidential Information to any other person.

28. The Parties agree that they must keep the Service Agreement and the dealings between the Parties strictly confidential save and except this obligation regarding confidentiality does not apply to confidential information or that part of it which:

28.1. at the time of disclosure is within the public domain; or

28.2. after disclosure, comes into the public domain other than by reason of a breach or breaches of any of the obligations in the Service Agreement and/or these Terms and Conditions; or

28.3. the law requires confidentiality not to be maintained; or

28.4. where it is required to be disclosed to an employee or contractor or advisor for the purposes of the Service Agreement and/or these Terms and Conditions provided that such persons are required to maintain the confidentiality of that information.

29. A Provider of Confidential Information is entitled to injunctive relief against a Receiving Party to enforce the provisions of this clause and may obtain a temporary order restraining any threatened or further breach without having to prove actual damages or loss.

30. In the event of the termination of the Service Agreement for whatever reason, then a Receiving Party shall return or cause to be returned forthwith to the Provider of Confidential Information all of the Provider's Confidential Information.

31. Notwithstanding the termination of the Service Agreement for whatever reason, the Parties shall maintain the confidentiality of each other's Confidential Information.

SERVICE FEES

32. The Client agrees to pay Sunnyride the Service Fees for the Services selected under the Service Agreement.
33. Sunnyride will render an account for the Services provided by Sunnyride to the Client on a quarterly basis unless specified otherwise in the Service Agreement.
34. Payment of any fees for Services provided by Us shall be deemed acceptance by the Client of these Terms and Conditions in their entirety, including all clauses relating to Equipment, Service Availability, IP, Licensing, Consumer Warranty, and Limitation of Liability.
35. Scope of Work Variations. Any request that falls outside the agreed Scope of Work– including but not limited to; excessive revisions or scripting assistance and urgent turnarounds – may be deemed unreasonable at our discretion and will incur additional fees. Clients will be notified in advance of any such fees being incurred.
36. Service Fees are reviewed and may at Sunnyride's discretion be increased annually by 4% or by an amount reflective of CPI as at the 1st day of July every year during the term of the Service Agreement.

MANNER OF PAYMENT

37. The Client shall make payment of the Service Fees (and any other amounts payable by the Client to Sunnyride under the Service Agreement) to Sunnyride's nominated bank account within the time frame specified on the invoice provided. Payment shall not be deemed to have been made by the Client nor received by Sunnyride until such time as Sunnyride has actually received the same and constitute cleared funds and if payment is made by cheque then Sunnyride will bank the same promptly upon receipt of the cheque. Accordingly, payment by the Client must be made by the Client and received by Sunnyride no later than the due date for payment.
38. All services provided are invoiced and subject to 30-day payment terms. If payment is not received by the due date, any overdue and unpaid balances will be charged at the greater of a \$10.00 per month late payment fee or at the **Agreed Rate** of interest [as defined in clause 43.1 and charged daily until the balance is paid].
39. Failure to pay Sunnyride Artistic Production supply fees by the due date may result in a breach of the client's licensing obligations in relation to clause 10 and clause 11.
40. the Client must pay GST on any taxable supply made to the Client in accordance with the payment term in clause 38 and the GST Act and Relevant Regulations.

AMENDMENTS

41. From time to time, Sunnyride may change these Terms and Conditions to reflect changing business practices. Sunnyride will notify Clients of any amendments and post an updated version of these Terms and Conditions on the Sunnyride website. These Terms and Conditions were last updated on 01 February 2026.

GOVERNING LAW

42. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of South Australia and the Parties irrevocably and unconditionally submit to the jurisdiction of the Courts of that State (including Federal Court) for determining any dispute.

DEFINITIONS & INTERPRETATION

43. In these Terms and Conditions, unless repugnant to the interpretation or construction thereof, the following shall have the meaning ascribed thereto.
- 43.1. **Agreed Rate** is a reference to the agreed interest rate being Bank SA's commercial loan interest rate called "*Commercial Base Rate*" plus 5%.

- 43.2. **Business Day** means any day, which is not Saturday, Sunday or a public holiday in the State of South Australia.
- 43.3. **Claim** includes any action, proceeding, account, right, claim, demand, cost and expenses (including legal expenses), wherever and however arising, whether prospective, current or contingent and whether known or unknown as at the date of the Service Agreement.
- 43.4. the **Client** means a person or entity that receives Services from Sunnyride pursuant to the Service Agreement.
- 43.5. **Commencement Date** means the Commencement Date specified in the Service Agreement.
- 43.6. **Confidential Information** includes:
- 43.6.1. Information relating to a Party including information relating to a Party's business, its officers, employees or contractors;
 - 43.6.2. Information relating to a Party's customers;
 - 43.6.3. Information which by its very nature is considered at law to be confidential;
 - 43.6.4. Information designated by a Party to be confidential information;
 - 43.6.5. Any document prepared by a Party (or for a Party) which contains or otherwise reflects or is generated from any of the information referred to in clauses 43.6.1 to 43.6.5 [both inclusive];
 - 43.6.6. all of which shall be deemed by the Parties to be highly commercially sensitive, personal and confidential information no matter what form it is in or how it is recorded.
 - 43.6.7. Disclose includes announcing, publishing, divulging, conveying, transferring, revealing or making known to a Third Party by whatever means, Confidential Information.
 - 43.6.8. Document includes, in addition to a document in writing:
 - 43.6.9. Any book, map, plan, graph, chart or drawing;
 - 43.6.10. Any notes, analyses, data, compilations, records, designs;
 - 43.6.11. Any image or photograph;
 - 43.6.12. Any disc, tape, sound track, computer or device whether of the same kind or any kind whatsoever in which sounds or other data (not being visual images) are embodied so as to be capable (with or without aid of some other equipment) of being reproduced therefrom;
 - 43.6.13. Any film (including microfilm), negative, tape, disc or other device in which one or more visual images are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced therefrom;
 - 43.6.14. Any electronic communication; and
 - 43.6.15. Anything whatsoever on which is marked any words, figures or letters or symbols which are capable of carrying a definite meaning to persons conversant with them.
- 43.7. **Location** means the Client's place of business at which Sunnyride provides or is to provide the Services.
- 43.8. **Party** means a party to a Service Agreement.
- 43.9. **Permitted Purpose** means for the sole purposes of putting into effect each and every one of the provisions of the Service Agreement and these Terms and Conditions and for the purpose of Sunnyride providing to the Client the Services according to the Service Agreement.
- 43.10. **Personal Information** means information relating to an individual, including an opinion, which may be provided to Sunnyride either in material form or not, and whether true or not. Such information may personally identify an individual or make the person's identity reasonably apparent.
- 43.11. **Provider** means a Party that discloses its confidential information to the other Party and "Providing Party" shall bear a corresponding meaning.
- 43.12. **Receiver** means a Party that receives or obtains the confidential information of the other Party.

- A reference to:**
- 43.13. A **Party** includes:
- 43.13.1. If an individual, that Party's legal personal representatives;
- 43.13.2. If several individuals, those individuals jointly and their respective legal personal representatives;
- 43.14. A **person** includes a natural person and a body corporate and vice versa;
- 43.15. A **statute**, ordinance, code or other law includes regulations, rules, and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 43.16. **Any thing** includes the whole or any part of that thing and a reference to a group of things or persons shall include each thing or person in that group;
- 43.17. Any **document** (including the Service Agreement and these Terms and Conditions) shall include a reference to that document as varied, amended, supplemented, novated or replaced from time to time; and
- 43.18. the **GST Act** means the *A New Tax System (Goods and Service Tax) Act 1999 (C'th)* and the Regulations made thereunder.
- 43.19. **Relevant Regulations** includes any (civil or criminal) legislation, ordinances, rules or regulations, by-laws, code of conduct or standards, relating to any one or more of the following:
- 43.19.1. the Client or the conduct of the Client's business;
- 43.19.2. Sunnyride or the conduct of Sunnyride's business;
- 43.19.3. Privacy;
- 43.19.4. The Parties' relationship pursuant to the Service Agreement and these Terms and Conditions; and
- 43.19.5. The Service Agreement.
- 43.20. **Service Agreement** means the agreement between Sunnyride and the Client specifying details of the Service.
- 43.21. **Services** means the services to be provided by Sunnyride to the Client pursuant to the Service Agreement.
- 43.22. **Sunnyride** means Sunnyride and its associated entities. Also referred to as "**We**", "**Us**", "**Our**".
- 43.23. These **Terms and Conditions** means this document entitled SUNNYRIDE GENERAL TERMS AND CONDITIONS.
- 43.24. **Third Party** means any person other than Sunnyride or a Client.
- 43.25. **Updates** means the review and (if required) update of a script, recording or other service within the Services pursuant to the Service Agreement.
- 43.26. **Use** in the context of the use of Confidential Information means all kinds of use without any limitation including the viewing, analysis, consideration, evaluation, handling, and dealing with Confidential Information.
- 43.27. Where:
- 43.27.1. A term or expression or word is defined or otherwise given a meaning in an annexure or in the schedule that is not defined or otherwise given a meaning in this clause, then such term or expression or word (as the case may be) shall have that definition or meaning given in the annexure or in the schedule (as the case may be).
- 43.27.2. A provision of the Service Agreement or these Terms and Conditions is reasonably open to more than one construction; a construction that would promote the intention of the Parties (whether or not that intention is expressly stated in the Service Agreement or these Terms and Conditions) must be preferred to a construction that would not promote that intention.
- 43.27.3. The word **include** or any form of that word is used it must be construed as if it were immediately followed by the words *without limitation*.
- 43.27.4. A reference to the *terms of the Service Agreement* means the terms, conditions and provisos of the Service Agreement.
- 43.27.5. A word or phrase is defined:
- Cognate words and phrases have corresponding meanings; and
 - Other parts of speech and grammatical forms of the word or phrase have, unless the contrary intention appears, corresponding meanings
- 43.28. Words expressed in:
- 43.28.1. The singular includes the plural and vice versa
- 43.28.2. One gender includes the other genders, as is appropriate in the context
- 43.29. Writing encompasses all means of reproducing words in a tangible and permanently visible form and includes facsimile transmissions
- 43.30. The first letters of words and expressions defined in these Terms and Conditions are indicated by capital letters for convenience and the absence of a capital letter does not alone imply that the word or phrase is used with a meaning different from that given by its definition. Bolding a word is just for convenience and shall not affect the interpretation of these Terms and Conditions.
- 43.31. These Terms and Conditions are written in plain English as far as possible. The terms are to be interpreted so as to give efficacy to the Parties' agreement. No rule resolving a doubt as to interpretation against the Party preparing these Terms and Conditions will apply. The specific provisions will not limit the interpretation of general provisions.