

LIMEstream Terms of Service Agreement

Last updated: September 17, 2020

This LIMEstream Terms of Service Agreement (the 'Agreement' or 'Terms of Service') is made between Limelight DJ & Entertainment Ltd ('LIMEstream', 'we', 'us', or 'our') and you, our customer ('you' or 'your'). LIMEstream provides live streaming of DJ Services and recorded DJ sets for streaming through our website and LIMEstream app. This Agreement governs your use of our Services.

Acceptance

By creating an account, viewing live videos, making a purchase, or otherwise visiting or using our Services, you accept this Agreement and consent to contract with us electronically.

If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this context, "you" means both the entity and each person who is authorized to access the account.

We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

Our products and services

Service License: Subject to the terms hereof, we grant you access to our Services. This includes the right to:

- Stream audio and video that you have been given access to on a sufficiently music licensed premise/s
- Book, and/or stream live stream audio or video subject to your chosen plan or that which is currently available to you at the time of payment
- Use all related functionality that we may make available to you and authorise.

The features available to you will depend on your plan. Initial features of LIMEstream will be mixed recordings available for streaming via the LIMEstream 24-7 plan. This plan is targeted at sport and fitness establishments and is available through monthly subscription. We may change, add, or delete plans and their features as required.

Accounts

Registration: You must create an account to use the Service. To do so, you must provide the premises for Services (name of retail outlet and location), a contact name, contact phone and email address. You consent to receive notices from LIMEstream at the email address you provide and give us permission to use your trademarks and logos for the purposes of displaying them on streams while streaming to your premises.

Age Requirements: You must be at least 18 years to create an account in NZ. If you are at least the requisite age, but are still a minor in your jurisdiction, you must have your parent or legal guardian's permission. Please have that person read this Agreement with you and consent to it before setting up your account. Parents, by granting your child permission, you agree to the terms of this

Agreement on behalf of your child's usage. If your child is under the applicable age or does not have your permission, please contact us immediately so that we can disable access.

Team Members: The Service allows you to grant other registered users ('team members') access to the account. Both you and each team member is deemed a party to this Agreement. You are responsible for the actions of your team members and must monitor their access and usage.

Account Security: You are responsible for all activity that occurs under your account, including unauthorised activity. You must safeguard the confidentiality of your account credentials. When sharing credentials with team members you must ensure your own security measures are in place to minimise the risk of unauthorised people gaining access to your account. If you become aware of unauthorised access to your account, you must change your password and notify us immediately.

Plans

Types: LIMEstream currently offers 1 plan. "LIMEstream 24-7" is a monthly subscription plan on a no contract basis. There are also customised packages available for businesses (retail outlets including gyms, fitness centres, clothing stores etc) who intend to use LIMEstream as their main source of music. Finer details will be discussed upon inquiry.

Fees: Our service fees must be paid upfront via credit card or debit card to gain access to Services. This is paid on check out via our website or LIMEstream app. Streams will be made available in up to 1-hour streams.

Plan Cancellation: You can request to cancel your subscription plan through email. Email info@limelightdj.co.nz with subject line "Cancel LIMEstream Subscription" Cancellation will take place at the end of the current paid period. Your plan continues until the end of the current payment cycle (e.g. until the end of the month for a monthly plan) and the plan does not renew.

Free-Trials and Discounts: We may offer a free-trial or discounted streams for streams or bookings. When a free-trial period ends, you must register for a monthly subscription in order to continue using our Service. If we provide a discount for your first stream, you shall pay the discounted fee; in any renewal, you must pay the full fee.

Acceptable Use Policy

We may grant you access to our live streams to view streams you have booked and/or purchased for stream from our website via monthly subscription (and any future application used to provide the Services). Adequate licenses must be obtained by you to use the streams on a business/commercial premises. LIMEstream is not responsible for checking whether you have a valid and appropriate license to use in a 'public' space and will not be held liable for penalties you may incur because of your inability to meet requirements by law. LIMEstream may (but is not obligated to) monitor your account for unauthorised activity including but not limited to the viewing of streams on premises other than that registered at sign up, sharing of streams to third party platforms such as multi-media and social media platforms and applications, the dubbing, storage and re-use of streaming content for any other use than that intended at sign up.

LIMEstream is also not responsible for the breach of any existing contracts you may have with existing music providers. These include are not limited to exclusive clauses in existing franchisee contracts to use only music the third party sets out for you to use as per their agreement. It is solely your responsibility and LIMEstream is not to be held accountable and liable for damages, fines, or penalties because of your decision to use our Services.

Service level

We commit to make the Service available 24/7 from your time of subscription purchase to subscription expiry. This is considered 100% of the time with the initial availability of LIMEstream streams and bookings available during these hours.

The Service is deemed 'Available' when you may, with appropriate hardware and sufficient bandwidth, live stream a stream using the Service. Conversely, the Service is not Available when the foregoing use case is inoperable or substantially degraded.

Service unavailability shall be excused when due to any of the following ('Excused Downtime'; (a) Scheduled Maintenance up to 12 hours per calendar month (carried between the hours of 11 pm and 3 am; (b) Emergency Maintenance up to one (2) hours per calendar month; (c) a force majeure event (including any act of God, natural disaster, fire, riot, act of terrorism or cyber-warfare, act of government, labor strike) to the reasonable backup and recovery plans; (d) a power outage that affects the live studio vicinity; (e) blocking or throttling by an Internet service provider or transit provider; or (f) your intentional acts, errors or omissions.

You are solely responsible for obtaining appropriate hardware and reliable internet access to use the Service. The Service shall not be deemed unavailable due to your inability to access it for reasons beyond LIMEstream's control.

Credits

If we do not meet our Service level commitment and Service is made unavailable due to circumstances in the control of LIMEstream for a live stream booked, you will be entitled to, upon request, a monetary service credit (a 'Credit') equal to the applicable credit percentage in the table below times the stream fee actually paid.

Availability Percentage	Credit Percentage
Under 100% but greater than or equal to 99%	10% of stream fee
Under 99%	25% of stream fee

You must request a Credit in writing (includes but is not limited to correspondence via email) within sixty (60) days after the of the applicable stream. To request a Credit contact us at info@limelightdj.co.nz with the subject heading 'Requesting a live stream credit'.

Credit will be paid through online banking to your nominated bank account.

Our failure to meet the Service level commitment or any failure by us to provide uninterrupted service does not constitute a breach of contract. Rather, such failure gives rise to Credits, which are your sole remedy.

The Service level commitment does not apply to free, free-trial or paying customers who have cancelled and received re-funds; hardware products; software (other than the Service); beta, test, or demo products; or services that are not part of the Service. No commitment of any kind shall apply to the foregoing customers, products, or services.

Maintenance

We may perform standard maintenance, upgrades, replacement of hardware or software, or any other like activity that may impact Availability (collectively, 'Scheduled Maintenance') as we

reasonably believe necessary to correct, maintain, and improve the Service. We will use commercially reasonable efforts to notify you of Scheduled Maintenance at least one (1) business day before it begins.

We may perform any maintenance that we reasonably deem necessary to fix critical problems or patch vulnerabilities that could substantially impair the usability or performance of the Service, to the extent such maintenance cannot reasonably be performed during a Scheduled Maintenance window ('Emergency Maintenance').

We will use commercially reasonable efforts to conduct Scheduled Maintenance and Emergency Maintenance during non-peak hours.

Code of Conduct

In using our Services, you may not:

- Use an offensive sign up name (e.g. explicit language) or avatar (e.g. containing nudity);
- Act in a deceptive manner or impersonate any person or organisation;
- Harass or stalk any other person;
- Harm or exploit any other person;
- Distribute 'spam' in any form or use misleading metadata;
- Collect personal information about others;
- Access another's account without permission;
- Engage in any unlawful activity;
- Embed our streams on any other platform (including but not limited to other websites, social media platforms, and podcasts);
- Cause or encourage others to do any of the above.

Prohibited Technical Measures

You will not except as authorised by law or as permitted by us, reproduce, redistribute, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any parts of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures.

Restricted Users

You may not sign up and create an account if you are a member of a terror or hate group. You may not purchase any goods or services from us if you reside in a country subject to a comprehensive New Zealand sanctions program.

Representations and Warranties

For all streaming content provided by us, you represent and warrant that LIMEstream will not need to obtain any additional licenses (but our own 'music service provider re-production' license) from any third party or pay royalties to any third party with respect to the streaming of content on your premises.

Disclaimer

LIMEstream provides the Services on an 'As is' and 'As available' basis. You use the Services at your own risk. You must provide your own device and internet access.

Except as expressly set forth herein, and to the extent permitted by applicable law, LIMEstream disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Among other things, LIMEstream no representation or warranties:

- That our Services, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, or accessible from all devices or browsers;
- That our Services will meet your business or personal needs;
- Concerning any third-party websites and resources.

Limitation of liability

To the extent permitted by applicable law: LIMEstream shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including damages for loss of business, profits, goodwill, data and/or other intangible losses.