

## TERMS OF USE

### 1 BACKGROUND

- 1.1 These Terms of Use are designed to outline our obligations as a service provider and your obligations as a user of InvestNow and should be read carefully.
- 1.2 These Terms of Use are binding on any user of InvestNow and apply to you from the time that you are provided with access to InvestNow.
- 1.3 The services provided through InvestNow may evolve over time. We reserve the right to change these Terms of Use at any time, effective upon the posting of modified Terms of Use on the Website and we will make every effort to communicate these changes to you via email or notification via the Website. It is likely the Terms of Use will change over time. It is your obligation to ensure that you have read, understood and agree to the most recent Terms of Use available on the Website.
- 1.4 By registering to use InvestNow you acknowledge that you have read and understood these Terms of Use and have the authority to act on behalf of any person for whom you are using InvestNow. You are deemed to have agreed to these Terms of Use on behalf of any entity for whom you use the Service.

### 2 DEFINITIONS

- 2.1 Throughout these Terms of Use definitions have the same meaning as in the body of this Client Agreement and the following additional definitions apply:

Confidential Information includes all information exchanged between the parties to these Terms of Use, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

Data means any data inputted into the Website by you or by any person acting on your behalf.

Disclosure Document means the current product disclosure statement for a Financial Product.

Financial Product means a financial product that is capable of being administered and/or held through the Service

Intellectual Property Right means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

Issuer means an issuer of any Financial Product that you choose to have administered and/or held on your behalf through the Service.

References to 'we', 'us', and 'our' in this Terms of Use are deemed to include references to our Agents or delegates, where applicable.

### 3 USE OF SOFTWARE

3.1 We grant you the right to access and use the Service via the Website with the particular user roles available to you according to access type. This right is nonexclusive, non-transferable, and limited by and subject to these Terms of Use. You acknowledge and agree that, subject to any applicable written agreement between the Licensee and the Authorised Users, or any other applicable laws:

3.1.1 You determine who is an Authorised Person and what level of user access to the Service that Authorised Person has;

3.1.2 You are responsible for all Authorised Persons' use of the Service;

3.1.3 You control each Authorised User's level of access to the Service at all times and can revoke or change an Authorised User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Authorised User or shall have that different level of access, as the case may be; and

3.1.4 if there is any dispute between you and an Authorised Person regarding access to the Service, you shall ultimately determine what access or level of access to the relevant Data or Service that Authorised Person shall have, if any.

3.2 In using the Service you will at all times comply, and ensure any Authorised Person complies, with these Terms of Use, the Website terms, and the Privacy Policy.

### 4 YOUR OBLIGATIONS

#### General obligations

- 4.1 You must only use InvestNow for your own lawful purposes, in accordance with these Terms of Use and any notice sent by us or condition posted on the Website. You may use InvestNow on behalf of others or in order to provide services to others but you must ensure that you are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of these Terms of Use that apply to you.

#### Access Terms of Use

- 4.2 You must ensure, and ensure any Authorised Person ensures, that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify us of any unauthorised use of your passwords or any other breach of security and we will reset your password. You must take all other actions that we reasonably deem necessary to maintain or enhance the security of our computing systems and networks and your access to the Services.
- 4.3 As a requirement of these Terms of Use, when accessing and using the Services, you must not, and must ensure any Authorised Person does not:
- 4.3.1 attempt to undermine the security or integrity of our computing systems or networks or, where the services are hosted by a third party, that third party's computing systems and networks;
  - 4.3.2 use, or misuse, the Services in any way which may impair the functionality
  - 4.3.3 of the InvestNow, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
  - 4.3.4 attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the services are hosted;
  - 4.3.5 transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use); or
  - 4.3.6 attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

#### Indemnity

- 4.4 You indemnify us against: all claims, costs, damage and loss arising from your breach of any of these Terms of Use or any obligation you may have to us.

### 5 CONFIDENTIALITY AND PRIVACY

#### Confidentiality

- 5.1 Unless the relevant party has the prior written consent of the other or unless required to do so by law:

5.1.1 Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms of Use. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms of Use.

5.1.2 Each party's obligations under this clause will survive termination of these Terms of Use.

5.1.3 The provisions of clauses **Error! Reference source not found.** and **Error! Reference source not found.** shall not apply to any information which:

- (a) is or becomes public knowledge other than by a breach of this clause;
- (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (c) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- (d) is independently developed without access to the Confidential Information.

### 6 INTELLECTUAL PROPERTY

#### General

- 6.1 Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of us (or our licensors).

#### Ownership of Data

- 6.2 Title to, and all Intellectual Property Rights in, the Data remain your property. You grant us a licence to use, copy, transmit, store, and back-up your information and Data for the purposes of enabling you to access and use the Services and for any other purpose related to provision of services to you.

#### Backup of Data

- 6.3 You must maintain copies of all Data inputted into the Service. We adhere to our best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. We exclude liability to you, any Authorised Person or any other third party for any loss of Data no matter how caused.

### 7 WARRANTIES AND ACKNOWLEDGEMENTS

#### Authority

- 7.1 You warrant that where you have registered to use InvestNow on behalf of another person, you have the authority to agree to these Terms of Use on behalf of that person and agree that by registering to use the Service you bind the person on whose behalf you act to the performance of any and all obligations that you become subject to by virtue of these Terms of Use, without limiting your own personal obligations under these Terms of Use.
- 7.2 You further warrant that where you allow an Authorised Person to use InvestNow on your behalf, their actions will bind you to the performance of any and all obligations that you become subject to by virtue of these Terms of Use, without limiting your own personal obligations under these Terms of Use.
- 7.3 You acknowledge that:
- 7.3.1 You are authorised to use InvestNow and to access the information and Data that you input into InvestNow, including any information or Data input into InvestNow by any person you have authorised to use InvestNow. You are also authorised to access the processed information and Data that is made available to you through your use of InvestNow (whether that information and Data is your own or that of anyone else).
- 7.3.2 We have no responsibility to any person other than you and nothing in these Terms of Use confers, or purports to confer, a benefit on any person other than you. If you use the Services or access InvestNow on behalf of or for the

benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

- (a) you are responsible for ensuring that you have the right to do so;
- (b) you are responsible for authorising any person who is given access to information or Data, and you agree that we have no obligation to provide any person access to such information or
- (c) Data without your authorisation and may refer any requests for information to you to address; and
- (d) you will indemnify us against any claims or loss relating to:
  - (i) our refusal to provide any person access to your information or Data in accordance with these Terms of Use;
  - (ii) us making available information or Data to any person with your authorisation.

7.3.3 The provision of, access to, and use of, InvestNow is on an "as is" basis and at your own risk.

7.3.4 We do not warrant that the use of the Service will be uninterrupted, complete or error free. Among other things, the operation and availability of the systems used for accessing InvestNow, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to InvestNow. We are not in any way responsible for any such interference or prevention of your access or use of InvestNow.

7.3.5 Although all reasonable care has been taken in producing the information contained on the Website, it is of a general nature only, and does not take into account any individual's particular circumstances (financial or otherwise).

7.3.6 The Services are restricted to executing your orders. You are responsible for the composition of your investment portfolio and for the submission of orders through the Services. Neither we nor any of our Agents or delegates give personalised financial advice. Before taking any action, you should consider seeking financial advice relevant to your personal circumstances from a financial adviser.

- 7.3.7 You remain solely responsible for complying with all applicable financial markets, accounting, tax and other laws. It is your responsibility to check that storage of and access to your Data via the Website will comply with laws applicable to you (including any laws requiring you to retain records).
- 7.3.8 We make no representation that materials on the Website are appropriate or available for use in any location. If you choose to access the Website then you do so on your own initiative and you are responsible for compliance with local laws.
- 7.3.9 To the extent permitted by law, the information contained on the Website is not an offer to sell or a solicitation to buy any Financial Product, security or other product or service from us nor are we or any of our Agents or delegates acting as the agent or partner of any issuer in respect of any such offer or as promoter of any such offer.
- 7.3.10 Any offer of Financial Products is made pursuant to and on the terms contained in the relevant Disclosure Documents prepared by the Issuer. You must read and understand the relevant Disclosure Documents before investing in any Financial Products.
- 7.3.11 No Financial Product, security or other product or service is offered or will be sold by us or, if sold by us, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.
- 7.3.12 The products and services described in the Website may also be subject to residence requirements. Please check the eligibility criteria for a particular product or service and note that you may be required to confirm you are the resident of an authorised country. You will also be required to notify us immediately if you are no longer a permanent resident of that country.
- 7.3.13 Neither the Issuer nor the supervisor of any Financial Product:
- (a) has caused the issue of, endorses or is responsible for the accuracy or completeness of any information contained in these Terms of Use or any information provided to you by us (other than the Disclosure Documents for the relevant Financial Product); or

- (b) endorses, recommends or is responsible for the Services being offered and provided to you by us.

7.3.14 An investment in a Financial Product does not represent either a deposit with or a liability of either us or any of our Agents or delegates, the Issuer or any supervisor of the Financial Product and neither we, any of our Agents or delegates, the Issuer nor any supervisor or any subsidiaries or related companies guarantees the repayment of capital, payment of income or the performance of any Financial Product other than on the terms set out in the Disclosure Documents for the relevant Financial Product.

7.3.15 An investment in any Financial Product is subject to investment and other risks which could involve delays in repayment and loss of income or principal invested

#### No warranties

7.4 We give no warranty about the Services. Without limiting the foregoing, we do not warrant that the Services will meet your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied Terms of Use or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

#### Unaudited for pricing

7.5 You acknowledge that the Data accessed through InvestNow is unaudited. Where unit prices are shown, while care has been taken in producing an updating unit price information, you should check the current unit price before buying or selling units in any product or otherwise relying on any unit price information.

## 8 MONITORING

8.1 We may monitor your access to and use of InvestNow. Such usage information may be used by us for purposes including, but not limited to: considering whether to upgrade InvestNow, improving the functionality of InvestNow, monitoring security, and complying with any legal or regulatory requirements. When you access InvestNow, we may send your browser requests to store cookies in order for us to monitor usage.

## 9 TECHNICAL PROBLEMS

9.1 Whilst we intend that InvestNow should be available 24 hours a day, seven days a week, it is possible that on occasions InvestNow or Website may be unavailable to permit maintenance or other development activity to take place.



- 9.2 If for any reason we have to interrupt InvestNow for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity on the Website.
- 9.3 In the case of technical problems you must make all reasonable efforts to investigate and diagnose problems before contacting us. If you still need technical help, please check any support provided online on the Website or failing that email us at [contact@investnow.co.nz](mailto:contact@investnow.co.nz)