

## Terms of Use

These Terms of Use (the "Agreement") are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the "Services") together with the agreements and software provided by Kiwi Deposit Building Society A/S ("Kiwi Deposit Building Society") to which you may have access by using Kiwi Deposit Building Society's website or, upon request, in hard copy. The content and information included in these Services are provided by Kiwi Deposit Building Society and its third party suppliers (collectively, the "Information Providers"). These Services are made available by Kiwi Deposit Building Society subject to the terms and conditions stated below.

## Agreement

**By using the Services, you are confirming your consent to be bound by the terms of this Agreement. If you do not agree, Kiwi Deposit Building Society is not willing to provide you with access to the Services and you should immediately discontinue your use of the Services.**

You agree that Kiwi Deposit Building Society may modify this Agreement at any time in its sole discretion and without prior notice to you. Such changes will be posted online and will be effective upon posting. You should review this Agreement periodically to ensure familiarity with its then-current terms and conditions. Your continued use of the Services shall constitute your acceptance of this Agreement and your continued use of the Services following any modification of this Agreement shall constitute your acceptance to the Agreement, as amended. If you do not agree to the changes, you must notify Kiwi Deposit Building Society in writing or by telephone of your refusal and discontinue your use of the Services.

## Use of the Services

These Services are intended for your personal, non-commercial use.

By using the above-mentioned Services and the software provided by Kiwi Deposit Building Society, you acknowledge and agree that:

1. It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of Kiwi Deposit Building Society and/or any third-party Information Provider(s);
2. Kiwi Deposit Building Society and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trade marks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws,) subsisting in or relating to the Services.
3. You shall not use the Information for any unlawful or unauthorized purpose.
4. The use and interpretation of the Services requires skill and judgment, and you shall at all time

exercise your own judgment in the use of the Services.

5. You are responsible for all statements made and acts or omissions that occur while your user identification name (or "User Name") and passwords are being used. You are responsible for protecting and securing your User Name and password from unauthorized use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on the Kiwi Deposit Building Society's website, such as the theft or unauthorized use of your User Name, password, or any other information, you will notify Kiwi Deposit Building Society immediately.
6. The Services and the software have been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and Kiwi Deposit Building Society is not soliciting any action based upon it. This material is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions, including those involving complex financial instruments, give rise to substantial risk and are not suitable for all investors.
7. The fact that Kiwi Deposit Building Society has made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

## **Termination**

Kiwi Deposit Building Society may exercise full discretion in modifying or discontinuing any part or whole of the Services specified under points (i) to (v) subject to this Agreement at any time without cause or prior notice.

## **Disclaimer of Warranties**

**Kiwi Deposit Building Society and the Information Provider(s) expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.**

Although the Services provided have been obtained from sources deemed to be reliable, the Services are provided "AS-IS", and Kiwi Deposit Building Society and/or any third-party Information Provider(s) provide the Services without responsibility for accuracy and correctness. By using the Services you agree that errors and/or omissions contained in such information shall not be made the basis for any claim, demand or cause

of action against Kiwi Deposit Building Society or any Information Provider(s).

#### **Limited Liability**

**Neither Kiwi Deposit Building Society nor any of its third-party Information Providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement or resulting from the use or the inability to use the Services, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.**

#### **Miscellaneous**

By agreeing to the Terms of Use of the Services and the software you acknowledge and agree that Kiwi Deposit Building Society, in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and Kiwi Deposit Building Society.

You furthermore agree that Kiwi Deposit Building Society reserves the right to monitor your use of the Services on the website and that the resultant information may be used by Kiwi Deposit Building Society for its internal business purposes.

Any claims arising from this Agreement will be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand Courts.