

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 non-exclusive, 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 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;
 - 4.3.3 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;
 - 4.3.4 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
 - 4.3.5 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 5.1.1 and 5.1.2 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 Data without your authorisation and may refer any requests for information to you to address; and
 - (c) 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

PRIVACY POLICY

We are committed to protecting and respecting your privacy. This Privacy Policy, together with the Terms of Use in **Error! Reference source not found.**, set out how personal information collected in connection with the Services is handled.

By entering into the Client Agreement, you will be taken to have read and agreed to the terms of this Privacy Policy. This Privacy Policy may change from time to time. It may be accessed at the Website. The Terms of Use take precedence over any conflicting Privacy Policy provisions. References to 'we', 'us', and 'our' in this Privacy Policy are deemed to include references to our Agents or delegates, where applicable.

1 WHAT INFORMATION DO WE COLLECT?

- 1.1 In order to provide and operate the Services, we may collect, store and process the following information:
 - 1.1.1 personal information, being information about an identifiable individual such as the individual's full legal name, date of birth, driver's licence number, passport number, marital status, postal or residential address, email address, telephone number, nationality, income, bank account details, and taxation details;
 - 1.1.2 accounting and financial information relating to your investment portfolios; and
 - 1.1.3 non-identifiable information relating to your use of the Services such as device-related information (browser type, IP (internet protocol) address) and server log information (date and time of day of your visit and pages you accessed). We also collect information that you input into the Website while accessing InvestNow.

2 HOW DO WE COLLECT THE INFORMATION?

- 2.1 The information specified in clause 1.1 above may be collected through various means, including through forms that are filled in by you, or in other communication with us such as by phone, email or post. Information is collected in a number of circumstances including:
 - 2.1.1 information that is provided to us in connection with an application to become an investor using InvestNow;
 - 2.1.2 information that is provided to us generally in connection with InvestNow and the ongoing operation of InvestNow;

- 2.1.3 records of correspondence where we are contacted in connection with InvestNow, including by phone, email or post;
 - 2.1.4 details of transactions that are carried out through the Website and InvestNow; and
 - 2.1.5 details of visits to the Website and the resources that are accessed through the Website.
- 2.2 Through your use of InvestNow, we may collect information from you about someone else. If you provide us with personal information about someone else, you must make sure that you are authorised to disclose that information to us and that, without us taking any further steps required by applicable data protection or privacy laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy.
- 2.3 You must take reasonable steps to ensure the individual concerned is aware of and/or consents to the various matters detailed in this Privacy Policy, including the fact that their personal information is being collected, the purposes for which that information is being collected, the intended recipients of that information, the individual's right to obtain access to that information, our identity, and how to contact us.
- 2.4 Where requested to do so by us, you agree to assist us with any requests by the individual to access or update the personal information you have collected from them and provided to us in connection with InvestNow.

3 USES MADE OF THE INFORMATION

- 3.1 The purposes for which information may be used by us in and outside New Zealand include (each a Purpose):
- 3.1.1 as will be required by law, such as in connection with our obligations under know-your-client (KYC), anti-money laundering and countering financing of terrorism (AML/CFT) and Inland Revenue (IRD) regulation;
 - 3.1.2 in connection with the operation of InvestNow, such as (without limitation) processing of applications, redemptions, transfers, deposits, payments, generating reports and record keeping of investment portfolios;
 - 3.1.3 carrying out our obligations arising from any contracts entered into between you and us or entered into in connection with InvestNow generally;
 - 3.1.4 ensuring that content from the Website is presented in the most effective manner for you and for your computer;

- 3.1.5 providing you with alerts, newsletters, education materials or information that you requested or signed up to;
 - 3.1.6 allowing you to participate in interactive features of InvestNow, when you choose to do so;
 - 3.1.7 designing and conducting surveys/questionnaires for client profiling/segmentation, statistical analysis, improving and furthering the provision of our products and services;
 - 3.1.8 complying with laws and regulations applicable to us or any of our related companies (as defined in the Companies Act 1993) in or outside New Zealand;
 - 3.1.9 legal proceedings, including collecting overdue amounts and seeking professional advices;
 - 3.1.10 researching, designing and launching services or products including seminars/events/forums;
 - 3.1.11 promoting and marketing services and products subject to your exercise of the opt-out right (please see further details in Clause 11.3 below); or
 - 3.1.12 purposes directly related or incidental to the above.
- 3.2 By using the Services, you agree that we can access, aggregate and use non-personally identifiable data that has been collected through the use of the Services. This data will in no way identify you or any other individual. We may use this aggregated non-personally identifiable data without notice or liability to you, to:
- 3.2.1 assist us to better understand how our clients are using InvestNow;
 - 3.2.2 provide users and potential users of InvestNow with further information regarding the uses and benefits of InvestNow; and
 - 3.2.3 otherwise to improve InvestNow.

4 DISCLOSURE OF THE INFORMATION

- 4.1 We will keep personal information collected in connection with InvestNow confidential but may provide information to third parties where necessary or appropriate to facilitate the purpose for which information was collected pursuant to this Privacy Policy, including the provision of InvestNow.
- 4.2 We may disclose your personal information to Government entities and other external data providers that hold information on you in order to verify that the information provided by you is consistent with the records held by such entities for the Purpose of complying with our KYC and AML/CFT obligations;

- 4.3 We will not otherwise disclose your personal information to a third party unless you have provided your consent. However, you should be aware that we may be required to disclose your personal information without your consent in order to comply with any court orders, subpoenas, or other legal process or investigation including by tax authorities, if such disclosure is required by law. Where possible and appropriate, we will notify you if we are required by law to disclose your personal information.
- 4.4 Personal information may be disclosed between related companies (as defined in the Companies Act 1993) and our personnel and those of our Agents or delegates in or outside of New Zealand. Those related companies, personnel, Agents and delegates will treat and handle such personal information consistent with this Privacy Policy.

5 COOKIES

- 5.1 Our website uses cookies and similar technologies to distinguish you from other users of the Website and to better understand the usage of the Website. This helps us provide you with a good experience when you browse the Website and also allows us to improve the Website. By continuing to browse the site, you are agreeing to the use of cookies.
- 5.2 Cookies are small text files they are stored by your browser onto your computer or mobile device. They are widely used in order to make websites work or work in a better, more efficient way. They can do this because websites can read and write these files, enabling them to recognise you and remember important information that will make your use of a website more convenient (eg by remembering your user preferences).
- 5.3 To help you understand cookies, we have classified each cookie as one of the following:
- 5.3.1 Strictly necessary cookies. These cookies are essential to the operation of a website enabling a user to effectively move around and to use a website's features, such as remembering information entered on forms when a user moves between pages within a browser session. Without strictly necessary cookies, certain services on our Website may not be made possible and our Website may not perform as smoothly as it should .
- 5.3.2 Analytical/performance cookies. These collect information about the use of a website and help to improve the way a website works. For example, performance cookies may show which are the most frequently visited pages, help to record any difficulties with a website and show whether advertising on a website is effective or not. This helps us to improve the way our Website works, for example, by ensuring that users are finding what they are looking for easily. Performance cookies do not collect information that identifies a user personally and all information that is collected by these cookies is aggregated and anonymous.

- 5.3.3 Functionality cookies. These allow a website to remember the choices you make and to provide enhanced and more personal features. Functionality cookies also remember changes you have made, such as customising a certain webpage and for other services you request such as watching a video or commenting on a blog. This enables us to personalise our content for you, greet you by name and remember your preferences. Functionality cookies will not track your activity on other websites.
- 5.3.4 Targeting/advertising cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.
- 5.4 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.
- 5.5 We use third party web analytic services on the website, like Google Analytics (collectively referred to as Analytics Services). Analytics Service providers use technologies such as cookies, web server logs and web beacons to help us analyse how visitors use the website. For example, Analytics Services collect information such as how often users visit our Website, what pages they visit when they do so, and what other sites they used prior to coming to our Website. We only use the information we get from Analytics Services to improve InvestNow or the Website. Analytics Services only collect the IP address assigned to you on the date you visit the Website, not your name or other identifying information. We do not combine the information collected through the use of Analytics Services with personally identifiable information. Analytics Services' ability to use and share information about your visits to the Website is restricted by their terms of use and privacy policies.
- 5.6 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of the Website.

6 LINKS TO OTHER WEBSITES

- 6.1 The Website may contain links to other websites of interest. However, once you have used these links to leave the Website, you acknowledge that we do not have any control over that other website. We cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this Privacy Policy. You should exercise caution and look at the privacy policy applicable to the website in question.

7 SECURITY AND PROTECTION OF THE INFORMATION

7.1 All information you provide to us is stored on secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Website, you are responsible for keeping this password confidential and secure. We ask you not to share a password with anyone.

7.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your data transmitted to our Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to protect your personal information from misuse, loss and unauthorised access.

7.3 We will never contact you to ask you to disclose your security credentials. Be cautious about opening links contained in SMS messages or emails and beware of phishing scams.

8 WHERE DO WE STORE THE INFORMATION?

8.1 We may store your Data on servers in New Zealand, Australia and the United States. We may also transfer your data to people or entities listed at Clause 4 above, who may be located in or outside of New Zealand.

9 RETAINING THE INFORMATION

9.1 We only retain information for so long as it is necessary for the purposes for which the information can lawfully be used or longer if required by applicable laws such as obligations under KYC, AML/CFT and IRD regulations.

10 CHANGES TO OUR PRIVACY POLICY

10.1 We may modify this Privacy Policy from time to time without prior notice by publishing a new version of this Privacy Policy on the Website, which is your responsibility to review. Any changes to the Privacy Policy will be reflected on this page and will become effective immediately upon publication. We encourage you to periodically review this Privacy Policy to stay informed about how we are protecting the personally identifiable information we collect. If changes to the Privacy Policy are material, we will do our best to notify you via email or through a notification on Website. Please check the date on which this Privacy Policy was last updated below to determine if there have been any changes since you have last reviewed the Privacy Policy.

11 YOUR CONSENT AND RIGHTS

- 11.1 By using the Services, making an application to become an investor, or visiting the Website, you consent to the collection, storage and use of your information and other activities as outlined in this Privacy Policy.
- 11.2 Under the New Zealand Privacy Act 1993, and other relevant law, whether your Data is stored in New Zealand or offshore you have the right:
- 11.2.1 to check whether we hold personal data about you and to access such data;
 - 11.2.2 to request us to correct as soon as reasonably practicable any data relating to you that is inaccurate;
 - 11.2.3 to ascertain our policies and practices in relation to personal information and the kind of personal information held by us; and
 - 11.2.4 to object to the use of your personal data for marketing purposes and we shall not use your personal data for marketing purposes after you communicate your objection to us.
- 11.3 You may exercise your opt-out right to non-essential communications by using the unsubscribe facility in our electronic messages or notifying us if you wish to object to the use of your personal information for direct marketing purposes. Please send requests for such objections, access to data, correction of data, information regarding policies and practices and kinds of data held, questions or complaints to our privacy officer at contact@investnow.co.nz
- 11.4 We will deal with any complaint by investigating the complaint, and providing a response to the complainant within 20 business days, provided that we have all necessary information and have completed any investigation required. In cases where further information, assessment or investigation is required, we will seek to agree alternative time frames with you.
- 11.5 In accordance with the Privacy Act 1993, in some circumstances, we have the right to and may charge a reasonable fee for processing any data access request.

12 GOVERNING LAW AND JURISDICTION

- 12.1 Nothing in this Privacy Policy shall limit your rights under the Privacy Act 1993. This Privacy Policy shall be governed by the laws of New Zealand. You agree to submit to the exclusive jurisdiction of the New Zealand courts.