

# INVESTNOW CLIENT AGREEMENT

## Including Terms of Use and Privacy Policy

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By completing the Application Form you agree to the following terms and conditions

## 1 DEFINITIONS

1.1 In this Client Agreement, terms which start with capital letters have the following meaning:

**Account** means your account with us, opened and maintained in accordance with this Client Agreement.

**Administration Fee** means the fee (if any) charged by us for custodian and administration services.

**Agent** means a person we have appointed as our agent, custodian or nominee to perform any of our functions under this Client Agreement.

**Application Form** means the online application form to join InvestNow on the Website.

**Authorised Person** means a person you have instructed us is authorised to give us Instructions.

**Business Day** means any day other than a Saturday, Sunday or statutory holiday in both Wellington and Auckland.

**Client** means the person named as the client in the Application Form.

**Client Agreement** means this Client Agreement, including the Application Form.

**Costs** means all costs incurred in connection with the administration, dealing and holding of your Investments, including third party administration costs and Transaction Costs, but not including usual overhead charges and expenses.

**Fees** means all fees charged in connection with InvestNow and the Investments, and includes the Administration Fee (if any).

**Funds** means the managed funds available for investment by you and our other clients through InvestNow.

**GST** means goods and services tax under the Goods and Services Tax Act 1985.

**Instructions** mean instructions to deal with your Investments or to operate your balance in the Transaction Account provided by you or an Authorised Person in accordance with such requirements as we notify to you from time to time.

Instructions to withdraw money from your balance within the Transaction Account, to

change your address or to change your **Nominated Bank Account**, cannot be given to us by an Authorised Person (only you may do this).

**Investments** means any investments, Funds, assets, or money recorded in your Account from time to time.

**InvestNow** means the service provided to you by us under this Client Agreement.

**Manager** means InvestNow Saving and Investment Service Limited.

**Nominated Bank Account** means the bank account which you have selected in the Application Form, or any replacement bank account which you select in accordance with such procedures as we specify from time to time.

**Non-Cash Entitlements** means any non-cash distribution or entitlement in respect of Investments, including bonus securities, renounceable rights, and replacement securities (including from a sub-division or consolidation).

**Parties** mean the Manager and the Client, and Party means either of them.

**Portfolio Investment Entity (PIE)** has the same definition as under the Income Tax Act 2007.

**Prescribed Investor Rate (PIR)** has the same definition as under the Income Tax Act 2007.

**Privacy Policy** means the policy as in force from time to time which governs how we will handle any personal information collected by us. The Privacy Policy as at the date of this Client Agreement is set out in Schedule 2.

**Services** means the services provided by us to you under this Client Agreement.

**Terms of Use** means the general terms and conditions of use applicable to users of our website as in force from time to time. The Terms of Use as at the date of this Client Agreement is set out in Schedule 1.

**Transaction Account** means the account that you pay contributions to, which is operated in accordance with clause 10 and any procedures we specify from time to time.

**Transaction Costs** means any entry fee, exit fee, brokerage, stamp duty, contribution fee, sale fee, or transfer fee, or any other costs associated with buying, selling, altering or transferring Investments.

**Website** means the website through which the services are provided to you under this Client Agreement. As at the date of this Client Agreement, the website can be accessed through the following uniform resource locator [www.InvestNow.co.nz](http://www.InvestNow.co.nz).

## 2 GENERAL INTERPRETATION

- 2.1 Unless the context otherwise requires, references to 'we', 'us' and 'our' are references to the Manager (including its successors and assigns and all delegated parties) and references to 'you' and 'your' are references to the person or persons whose name appears in the Application Form as the Client, including that person or persons administrators, executors and successors.
- 2.2 Unless otherwise stated, a reference to a clause is a reference to a clause in this Client Agreement.
- 2.3 Words in the plural include the singular and vice versa.
- 2.4 Headings are inserted for guidance only and shall be ignored in interpreting this Client Agreement.

## 3 APPOINTMENT OF ADMINISTRATOR AND CUSTODIAN

- 3.1 You appoint us to act as the administrator and custodian of your Account in accordance with this Client Agreement.
- 3.2 As administrator and custodian we will:
  - 3.2.1 hold Investments on your behalf as bare trustee. Your Investments may be held in a pooled account, which means that the legal title to Investments held on your behalf and on behalf of our other clients is held in a single name. However, we will maintain accounting and custody records that enable the Investments held on your behalf to be readily identified as your property;
  - 3.2.2 buy and sell Investments on your behalf in accordance with Instructions from you or an Authorised Person but subject to clause [8.2.5];
  - 3.2.3 deal, on terms that we select, with any banks, brokers, trustees, issuers and other persons as required to meet our obligations under this Client Agreement;
  - 3.2.4 pay from your balance in the Transaction Account all amounts due to brokers, dealers, trust managers or other persons for the settlement of any transactions undertaken on your behalf on or before the due date;

- 3.2.5 deposit to your balance in the Transaction Account all money received from the settlement of any transactions undertaken on your behalf;
  - 3.2.6 pay from your balance in the Transaction Account all Fees and Costs that are due in relation to the services provided under this Client Agreement. If any of these Costs are applicable to more than one of our clients, we will apportion the Costs to each client on a pro rata basis;
  - 3.2.7 cancel, withdraw or redeem interests in your Investments to allow for the payment of tax at your PIR or other applicable tax rate on income allocated to you, should we deem that necessary or desirable in order to comply with New Zealand law, or to pay any Fees and Costs that we cannot pay from your Transaction Account;
  - 3.2.8 select the method of withdrawal when you instruct us to sell some or all of your holdings in a Fund. In the case of New Zealand Funds, we will generally elect to use the 'direct redemption' method and will only use this method where the Fund is a Portfolio Investment Entity;
  - 3.2.9 operate your balance in the Transaction Account in accordance with this Client Agreement;
  - 3.2.10 following the end of each tax year, provide tax statements in respect of your Investments to you; and
  - 3.2.11 provide you with access to a web-based reporting system that produces reports, portfolio valuations and transaction statements for you.
- 3.3 We may refuse to act on Instructions if the Instructions:
- 3.3.1 are incomplete, ambiguous or unclear;
  - 3.3.2 conflict with any law or this Client Agreement;
  - 3.3.3 would give rise to a suspicious transaction reporting obligation under the Anti-Money Laundering and Countering the Financing of Terrorism Act 2009; or
  - 3.3.4 there is insufficient money in your balance in the Transaction Account to pay for any Investments to be acquired and any Fees or Costs associated with implementing any Instructions.
- 3.4 We may require additional clarification, confirmation, supporting evidence or information before acting on any Instructions.
- 3.5 We are not responsible for the accuracy or appropriateness of Instructions.

- 3.6 You agree that, where any Non-Cash Entitlement is received by us, and more than one client is entitled to participate in that Non-Cash Entitlement, we will determine each Client's share of the Non-Cash Entitlement by rounding down the specified number of securities each Client will be entitled to, to the nearest whole security.

#### 4 OUR DUTY OF CARE TO YOU

- 4.1 In providing the services under this Client Agreement we will:
- 4.1.1 exercise the care, diligence and skill of an experienced, prudent and professional administrator and custodian; and
  - 4.1.2 hold and deal with your Investments in a proper and efficient business-like manner with security arrangements that are prudent for a professional portfolio administrator or custodian.

#### 5 CUSTODIANS, NOMINEES, DELEGATES AND AGENTS

- 5.1 We can, without notice to you:
- 5.1.1 appoint any other person as our Agent to perform any of our duties, functions or powers under this Client Agreement, and revoke any such appointment; and
  - 5.1.2 delegate any of our duties, functions or powers under this Client Agreement to any person, and revoke any such delegation.
- 5.2 When we appoint an Agent or delegate, the Agent or delegate may be able to appoint another person as a sub-custodian, nominee or agent, or to sub-delegate that person's duties and functions to any person.
- 5.3 If we exercise reasonable care in the selection of any Agent or delegate, we will not be liable for any loss you suffer as a result of an act or omission of that Agent or delegate, or any act or omission of its appointed sub-custodians, nominees, agents or delegates.
- 5.4 If an act or omission of any person appointed in accordance with this clause causes a loss to be suffered by you and our other clients, you agree that we can allocate that loss to relevant clients on a proportionate basis.

## 6 OUR LIABILITY TO YOU

6.1 We will not be liable to you for any losses that you suffer in connection with InvestNow, except where those losses arise as a direct result of:

6.1.1 dishonesty on the part of any of our employees; or

6.1.2 negligence or wilful default on our part or on the part of any of our employees.

6.2 In all cases, our liability to you will be limited to the direct losses suffered by you. We will not be liable to you for any consequential loss or loss of income, business, profit or saving.

6.3 Should we become liable to you under or in connection with this Client Agreement, in no circumstance shall (and to the maximum extent permitted by law) our aggregate liability under or in connection with this Client Agreement for any event and in any calendar year exceed the lesser of:

6.3.1 the market value of the Investments in your Account in respect of which, and at the time at which, such liability arose; and

6.3.2 an amount equal to the average market value of the Investments in your Account for that calendar year.

6.4 To the extent our liability under clause 6.3 is attributable to fault on the part of an Agent or delegate under clause 5, our liability is further limited to the amount we are able to recover from that person or persons in respect of that fault.

6.5 Clauses 6.1, 6.2 and 6.3 are intended to confer a benefit on, and be enforceable by, any person appointed under clause 5. This means that the liability to you of our Agents or delegates is subject to the same exclusions and limitations as our liability to you.

## 7 YOUR LIABILITY TO US

7.1 You indemnify us and our related companies, Agents, delegates, officers and employees against any losses suffered by us as a result of:

7.1.1 a breach of this Client Agreement by you;

7.1.2 any actions undertaken in the proper performance of our obligations to you under this Client Agreement;



- 7.1.3 any Portfolio Investment Entity or other tax liability required to be deducted (at the Prescribed Investor Rate or other applicable tax rate nominated by you or your authorised representative) from your Investment even if that liability exceeds the value of your Investment;
- 7.1.4 any incorrect notification or failure to notify your PIR or tax rates.
- 7.2 You separately indemnify us and our related companies, delegates, officers and employees against any Costs we incur in performing our duties and obligations under this Client Agreement.
- 7.3 You give the indemnities above for our benefit and for the benefit of any Agent or delegate appointed under clause 5. This means that any Agent or delegate will be able to enforce these indemnities directly against you.
- 7.4 If you are investing as joint investors, or as trustee of a trust and there are two or more trustees of the trust, you agree that you are jointly and severally liable to us with the other joint investors or trustees. This means that we can choose which of the joint investors or trustees to claim against, and that each joint investor or trustee will be liable to us for the full amount of any claim.

## **8 YOUR CONFIRMATIONS, ACKNOWLEDGEMENTS AND UNDERTAKINGS TO US**

- 8.1 You confirm that:
  - 8.1.1 you are the beneficial owner of any Investments delivered to us, or you act as trustee on behalf of the beneficial owner, and that these Investments are free from any lien, charge, right of retention or sale or other encumbrance or impediment;
  - 8.1.2 all information provided by you in the Application Form is complete and accurate; and
  - 8.1.3 to the extent you are a 'wholesale client' for the purposes of the Financial Advisers Act 2008, you 'opt-out' of being a wholesale client under section 5G of that Act in respect of the Services.
- 8.2 You acknowledge that:
  - 8.2.1 we have no obligation to forward or take any other action whatsoever in connection with reports, notices, proxies and other communications received in respect of any Investments;
  - 8.2.2 the services provided under this Client Agreement are limited to the administration and holding of Investments selected by you. In particular,

but without limitation, the services do not include the giving of financial advice and we take no responsibility for the performance of Investments;

- 8.2.3 as custodian we may execute, complete or otherwise enter into such certificates of ownership, declarations or other certificates as we are obliged to do under and pursuant to applicable law; and
  - 8.2.4 you consent to receiving all communications in respect of InvestNow from us via email to the address specified in the Application Form (or such other address that is notified to us from time to time in accordance with Instructions). You acknowledge that these may include promotional emails but that you will have the ability to opt-out of receiving further promotional emails via a functional unsubscribe facility in accordance with clause 11.3 of the Privacy Policy. You acknowledge that for any non-promotional emails (eg service emails) you will not have the ability to opt-out of receiving these by email.
  - 8.2.5 we are not the issuer, and do not set the terms or conditions of, the Funds or other Investments available through InvestNow. As a result, we may not be able to discharge Instructions from you or an Authorised Person (for example, if the issuer declines to issue a product that you have asked us to buy on your behalf).
  - 8.2.6 you will be bound by the terms and conditions of any Fund or other Investment that we buy on your behalf.
- 8.3 You agree that:
- 8.3.1 where requested by us, our Agents or delegates, you shall perform such acts and sign, execute, complete or otherwise enter into all such agreements, proxies, authorities or documents as may be required for the performance or implementation of this Client Agreement;
  - 8.3.2 where you transfer Investments to us for us to hold on bare trust for you as your custodian, you will provide all necessary documentation and information to enable us to deposit Investments into safe custody as directed;
  - 8.3.3 we may make the information specified by clause 5(1) of the Financial Advisers (Custodians of FMCA Financial Products) Regulations 2014 (as amended, modified or replaced from time to time) available to you through an electronic facility on the Website and you acknowledge that by entering into this Client Agreement we have given you access to that facility;

- 8.3.4 where we receive any rebates in respect of investments held by us for more than one client, we will apportion those rebates to the relevant clients on a pro rata basis; and
  - 8.3.5 you will read and understand the terms and conditions and disclosure material (including any relevant product disclosure statements) for any Investments that you apply for through InvestNow and that you will be bound by the terms and conditions of each such Investment.
- 8.4 For the purpose of verifying your identity you consent to us using electronic verification services offered by third parties. You consent to your personal information that you have provided in accordance with this Client Agreement being used by and, where necessary, being disclosed to third parties such as the Companies Office, Department of Internal Affairs and New Zealand Transport Agency for the purpose of this Client Agreement only.
- 8.5 If your Account is established in the name of a custodial account of which you are the nominee you confirm that:
- 8.5.1 you are a 'reporting entity' under the Anti-Money Laundering and Countering the Financing of Terrorism Act 2009 or a person subject to the Financial Transactions Reporting Act 1996; and
  - 8.5.2 your Account is being used for legitimate and professional purposes and not to obscure the beneficial ownership of Investments;
  - 8.5.3 you agree that, upon request, you will provide to us the names, date of birth and such other identity or address information in respect of the beneficiaries of the trust/custodial account and evidence and documents which enable us to verify that information to our satisfaction; and
  - 8.5.4 You will, on request, provide us with a managing intermediary declaration in a form specified by us from time to time. You acknowledge that we may not be able to continue to provide you with the Services until a managing intermediary declaration, completed to our satisfaction, has been provided to us.
- 8.6 You must comply with all instructions or authorisations given by us or on our behalf from time to time, including in the Terms of Use, on screen instructions, user manuals or guidelines. You must not:
- 8.6.1 breach the Terms of Use;
  - 8.6.2 access or use your Account or InvestNow in any unlawful or illegal manner or for any unlawful or illegal purpose;

- 8.6.3 access or use your Account or InvestNow in a manner that may unreasonably affect the availability of the service for use by other users;
  - 8.6.4 use any software tool (other than your Account or InvestNow itself) for the purpose of extracting data from your Account or InvestNow;
  - 8.6.5 impersonate another user or an administrator;
  - 8.6.6 circumvent or modify any security technology or software that is part of InvestNow;
  - 8.6.7 provide false, fraudulent, or misleading information in any of your communications with us or any third party;
  - 8.6.8 upload, post or transmit any content that infringes any patent, trade mark, trade secret, copyright, or other proprietary right of any third party; or
  - 8.6.9 remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use that are shown on InvestNow.
- 8.7 If you are a minor (as defined in the Contracts and Commercial Law Act 2017):
- 8.7.1 You must have an Authorised Person and you may only have one Authorised Person;
  - 8.7.2 one of your legal guardians must be the Authorised Person unless otherwise agreed with the Manager;
  - 8.7.3 we may not act on any Instruction from you unless and until that Instruction has been confirmed by the Authorised Person;
  - 8.7.4 to the maximum extent permitted by law, we will not be liable for any loss, costs or damages incurred (whether directly or indirectly) as a result of any:
    - (a) delay in the processing of an Instruction pending receipt of a confirmation referred to in clause 8.7.3; or
    - (b) Instruction received from, or direction given by, the Authorised Person.
  - 8.7.5 on you ceasing to be a minor (ie turning 18), clauses 8.7.1 to 8.7.3 will continue to apply until the Authorised Person consents to those clauses ceasing to apply;
  - 8.7.6 from the time the Authorised Person provides the consent referred to in clause 8.7.5, clauses 8.7.1 to 8.7.3 will cease to apply and the remainder of this Agreement will apply as if you are of full age and capacity.

8.8 If we buy or sell Investments on your behalf in error, you agree that we can take such steps as we determine in our discretion to correct that error.

## 9 FEES

9.1 You will incur the Costs and Fees within each of the Funds that you invest in through InvestNow. This includes any transaction or brokerage charges associated with the Funds you invest in through Investment Now. You may also incur Costs and Fees in respect of other Investments that you invest in through InvestNow (for example, a break fee for early termination of a term deposit). These Costs and Fees are provided for in the disclosure material for each of the Funds and Investments.

9.2 We reserve the right to introduce an Administration Fees in relation to the services provided under the Agreement, by providing you with three months' notice of our intention to do this.

9.3 We may receive payments from the managers of the Funds and the issuers of the other Investments on InvestNow or their related companies and associates.

9.4 As per clause 10.2, interest earned on the Transaction Account is used to pay Costs associated with offering and operating InvestNow.

## 10 TRANSACTION ACCOUNT

10.1 When you make an Investment you will need to transfer money to the Transaction Account to pay for it. When you sell an Investment, the money will be paid to the Transaction Account (unless you have reinvested the proceeds from a sale into different Funds). You must ensure that you have transferred sufficient money to the Transaction account to make an Investment at least one business day in advance of making an Investment.

10.2 Currently no interest is paid to you on your balance within the Transaction Account. We receive the interest on any money held within the Transaction Account. This interest is used to pay Costs associated with offering and operating InvestNow.

10.3 You can deposit and withdraw money from your balance within the Transaction Account at any time by giving us an Instruction. We can require the Instruction to be via the online website, or in writing.

10.4 We debit your balance within the Transaction Account with the following amounts:

10.4.1 any amounts required to buy Investments in accordance with your Instructions (including any Transaction Costs payable where you buy Investments through InvestNow);

- 10.4.2 any Costs and Fees; and
- 10.4.3 any amounts you withdraw from your balance of the Transaction Accounts.
- 10.5 Any outstanding tax liability generated through InvestNow will be paid from your Transaction Account at the point of full/partial withdrawal, and/or at the point interest is credited to your Transaction Account, and/or at the end of each financial year.
- 10.6 We credit your balance within the Transaction Account with the following amounts:
  - 10.6.1 any amounts received (less any Transaction Costs) when you sell Investments through InvestNow;
  - 10.6.2 any distributions or other income (less applicable Costs and Transaction Fees) received in respect of your Investments (unless we have received Instructions to reinvest any amounts received); and
  - 10.6.3 any amounts you deposit to your balance of the Transaction Account.
- 10.7 Any money you withdraw from your balance of the Transaction Account will be paid to your Nominated Bank Account.
- 11 TAX**
- 11.1 You must notify us of your PIR, other tax rates and certain other tax information:
  - 11.1.1 in the Application Form; and
  - 11.1.2 as soon as reasonable practicable if your PIR, tax rates or that other tax information changes.
- 11.2 If you fail to notify us of your PIR we will use the default rate, 28% as at [4 September 2018]. If you fail to notify us of other tax rates we ask for, we may be required to apply a default rate (eg, for Resident Withholding Tax, the default rate is 33% as at [4 September 2018]).
- 11.3 You must confirm your PIR to us:
  - 11.3.1 annually; and
  - 11.3.2 at the point of any withdrawal from a Portfolio Investment Entity.
- 11.4 For Investments in PIEs, we may be required to deduct tax from your balance in the Transaction Account or cancel units equal to the value of the tax you need to pay. We will use your PIR to calculate the amount of tax to pay.

- 11.5 For Investments in non-PIE Investments, we may be required to withhold tax from income payments made to you.
- 11.6 The taxation treatment of the different PIE Funds that you invest in will be calculated and paid at the level of your Account (as opposed to being at an individual PIE Fund level). This may differ from the disclosure material for any specific PIE Funds (as this material will be specific to the individual, as opposed to looking at your tax from a portfolio perspective).
- 11.7 We shall have no responsibility or liability with regard to your tax status or position in any jurisdiction.
- 11.8 We take no responsibility for an incorrect declaration or election and note these may have tax consequences for you, including having to pay additional tax in your tax return, as well as possible exposure to penalties or interest.
- 11.9 You request and we agree that we and our Agents and delegates may act as Resident Withholding Tax proxy for you.

## 12 REDELIVERY AND TERMINATION

- 12.1 We may at any time deliver all or any Investments to you without terminating this Client Agreement. You can at any time request us to deliver any Investments to you without terminating this Client Agreement. Following redelivery, Investments will no longer be held by us as custodian and we will have no obligations in relation to the administration of such Investments. Note that not all Investments may be able to be transferred to you and some investments may need to be sold (with the proceeds of any such sale being transferred to you).
- 12.2 We can terminate this Client Agreement at any time by giving written notice to you. You can terminate this Client Agreement at any time by giving written notice to us.
- 12.3 Termination of this Client Agreement will not affect any pre-existing rights and obligations under this Client Agreement.
- 12.4 Following notice of termination:
- 12.4.1 we will retain the powers necessary to effect and settle any transaction as a result of Instructions given to us before the time of termination; and
- 12.4.2 you will remain responsible for payment of any amount due to us on any such transaction.
- 12.5 Within a reasonable period after you give notice of termination, we will deliver the balance of all Investments held by us to you.

- 12.6 We may make such arrangements as we deem appropriate and, where applicable, at your expense, in order that prompt delivery may be made. You agree that you will do all acts and execute, complete and otherwise enter into all documents that may be necessary to enable us to redeliver Investments to you following termination of the Client Agreement.
- 12.7 Our obligation to redeliver Investments to you under clauses 12.1 and 12.5 is subject to the following limitations:
- 12.7.1 we will not be required to transfer Investments to you if doing so would cause us to breach any applicable law or regulatory requirements;
- 12.7.2 we will only be required to transfer Investments to you if reasonable notice has been given to us;
- 12.7.3 it may not be possible for us to redeliver some kinds of Investments (for example, term deposits or units in Funds where the registry has been suspended) and the Parties acknowledge that to the extent Investments cannot be redelivered this Agreement will continue to apply; and
- 12.7.4 the transfer is permitted by the rules and requirements of any relevant exchange, clearing system, sub-custodian or other person referred to in clause 5 of this Client Agreement.
- 12.8 If you owe us any money as a result of your participation in InvestNow we can refuse to transfer Investments to you until you have paid us the money you owe. Examples of when this could happen include:
- 12.8.1 where there are unpaid Fees, Costs or taxes in respect of your Account;
- 12.8.2 where we have made payments to you in respect of income from Investments which we have not yet collected.
- 12.9 You agree that you will remain liable to us until we are satisfied that we have received full and final settlement of all money that you owe us.
- 12.10 You agree that you will pay any Costs that we incur in transferring Investments to you.
- 12.11 You agree that the transfer of Investments to you will be solely at your risk, and we will have no liability for any losses that you may suffer where Investments are transferred to you.



### **13 AMENDMENT AND ASSIGNMENT**

13.1 We can amend this Client Agreement by giving you 10 Business Days' notice, from time to time.

13.2 We can assign our rights and transfer our obligations under this Client Agreement by giving you 30 days' written notice. If we do this you will be treated as releasing us absolutely from any obligations which we transfer.

### **14 NOTICES**

14.1 Any notice or other communication given by us to you will be deemed to have been received as follows:

14.1.1 a notice by email to the email address given in the Application Form (as updated by any Instructions) will be deemed to have been received by you on the date and time the email is sent (as shown in a confirmation of the email generated by our computer system which indicates that the email was sent and provided that our computer system has not generated a record that the email has not been received);

14.1.2 a notice sent by mail in a prepaid envelope addressed to the address specified in the Application Form, shall be deemed to be received by you on the fifth Business Day after the date on which it is mailed (in the case of mailing from within New Zealand) and on the tenth Business Day after the date on which it is mailed (in the case of mailing from overseas).

14.2 Any notice or other communication given by you to us will be treated as having been received at the time we actually receive it.

### **15 PRIVACY**

15.1 All information collected by us in relation to you will be held in accordance with our Privacy Policy set out in Schedule 2.

### **16 CONSUMER GUARANTEES ACT 1993 AND THE FINANCIAL ADVISERS ACT 2008**

16.1 The Consumer Guarantees Act 1993 will apply to InvestNow, unless you are using InvestNow for the purposes of a business.

16.2 No term of this Client Agreement is intended to have the effect of contracting out of our obligations, or obligations of any Agents or delegates appointed under clause 5, under the Consumer Guarantees Act 1993, except to the extent that this is permitted

by law. Any term of this Client Agreement will be treated as amended to the extent necessary to reflect this intention.

- 16.3 In addition, no term of this Client Agreement is intended to have the effect of contracting out of any obligations that we, or any Agents or delegates appointed under clause 5, may have under the Financial Advisers Act 2008, in respect of InvestNow except to the extent that this is permitted by law. Any term of this Client Agreement will be treated as amended to the extent necessary to reflect this intention.

## 17 MISCELLANEOUS PROVISIONS

### Severance

- 17.1 If any parts of this Client Agreement are or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Client Agreement shall not in any way be affected or impaired.

### No waiver

- 17.2 No failure or delay in exercising any right, power or privilege under this Client Agreement will operate as a waiver of such right, power or privilege, nor will any single or partial exercise of such right, power or privilege preclude any further exercise of such right, power or privilege under this Client Agreement or otherwise. No waiver granted by a party to this Client Agreement in respect of any action taken by the other party shall be effective unless it is agreed in writing by both parties.

### Legally binding

- 17.3 You agree and acknowledge that this Client Agreement is intended to create legally binding obligations on each party to this Client Agreement in accordance with its terms.

### Successors

- 17.4 This Client Agreement shall be binding upon the successors of each Party and shall endure for the benefit of, and shall be enforceable by, such successor and any officers or directors thereof.

### Entire Agreement

- 17.5 This Client Agreement constitutes the entire agreement between the Parties about its subject matter and supersedes all previous agreements, arrangements, understandings and negotiations.

**Further acts**

- 17.6 The Parties will promptly do and perform all further acts and execute, complete and otherwise enter into and deliver all further documents (in form and content reasonably satisfactory to each Party) required by law or reasonably requested by any Party to give effect to this Client Agreement.

**Survival**

- 17.7 Clauses 6, 7, 8.2.3, 9, 15 to 16, 14, 15 and this clause 17.7 shall survive the termination of this Client Agreement.

**Rights are cumulative**

- 17.8 Our rights under this Client Agreement are cumulative and not exclusive of any rights provided by law.

**Counterparts**

- 17.9 This Client Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which shall constitute one and the same instrument.

**General Data Protection Regulation**

- 17.10 The Parties acknowledge that InvestNow is not offered to persons within the European Union and that the Manager may decline to provide the Services to any person in the European Union in order on the basis that providing such Services may require it to comply with the General Data Protection Regulation (EU Regulation 2016/679) also known as 'GDPR'.

**Governing law**

- 17.11 This Client Agreement will be governed by the laws of New Zealand and the Parties agree to submit to the jurisdiction of the courts of New Zealand.

18 EXECUTION AND DATE

<hr/>	<hr/>
Investor Name (e.g. the name of your InvestNow Account)	Investor Type (Individual, Joint, Trust, NZ Company)
<hr/>	<hr/>
Signature of authorised person	Signature of authorised person
<hr/>	<hr/>
Name	Name
<hr/>	<hr/>
Date	Date
<hr/>	<hr/>
Signature of authorised person	Signature of authorised person
<hr/>	<hr/>
Name	Name
<hr/>	<hr/>
Date	Date

## SCHEDULE 1 - 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](mailto:contact@investnow.co.nz)

## SCHEDULE 2 - PRIVACY POLICY

We are committed to protecting and respecting your privacy. This Privacy Policy, together with the Terms of Use in Schedule 1, 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 The lawful basis for which we process personal information is to perform the Services for you, to protect our legitimate interests and to comply with our obligations at law.
- 3.3 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:
- 3.3.1 assist us to better understand how our clients are using InvestNow;
  - 3.3.2 provide users and potential users of InvestNow with further information regarding the uses and benefits of InvestNow; and
  - 3.3.3 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.
- 4.5 We may disclose your personal information to third parties outside of New Zealand in accordance with clause 8.
- 4.6 We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

## 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.
- 9.2 To determine the appropriate retention period for personal information, we consider the amount, nature and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

## 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 information 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 information for marketing purposes and we shall not use your personal information marketing purposes after you communicate your objection to us.
- 11.3 We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 11.4 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](mailto:contact@investnow.co.nz)
- 11.5 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.
- 11.6 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 Subject to paragraph 13, 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.

## 13 GLOBAL DATA PROTECTION REGULATION

- 13.1 Where we process personal information which is subject to the European Union's General Data Protection Regulation (GDPR Data) we do so as a data processor, acting only on the instructions of a relevant data controller. Where we are a processor of

GDPR Data we have entered into a data processing agreement with the relevant data controller, which outlines how we may process that GDPR Data.

- 13.2 In relation to GDPR Data, you have the right to withdraw your consent or to object to our use of your personal information. You can ask us to delete it, to restrict its use, or to object to our use of your personal information for certain purposes such as marketing. If you would like us to stop using your data in any way, please get in touch. If we are still providing Services to you we will need to continue using your information to deliver those Services. In some circumstances we are obligated to keep processing your information for a set period of time. If you withdraw your consent or object to certain processing, we may not be able to provide certain Services to you. We will advise you if this is the case at the time you withdraw your consent or object.