

TERMS OF USE

- 1 These Terms of Use are designed to outline our obligations as a service provider and your obligations as a user of the Services and should be read carefully.
- 2 These Terms of Use are binding on any use of the Service and apply to you from the time that you are provided with access to the Service.
- 3 The Service may evolve over time based on user feedback. We reserve the right to change these Terms of Use at any time, effective upon the posting of modified Terms of Use 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.
- 4 By registering to use the Service 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 the Service. You are deemed to have agreed to these Terms of Use on behalf of any entity for whom you use the Service.
- 5 These Terms of Use were last updated 9 April 2019.

1 Definitions

- 1.1 Throughout these Terms of Use the following definitions apply:

Authorised User means any person or entity, other than the Licensee, that uses the Service with the authorisation of the Licensee from time to time.

Terms of Use means these Terms of Use.

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.

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.

Licensee means the person licensed to use the Service, and, where the context permits, includes any entity on whose behalf that person licenses to use the Service.

Privacy Policy means the privacy policy maintained by us as amended from time to time, a copy of which is available at <http://www.adminis.co.nz/privacypolicy.pdf>.

Service means the investment administration, custody and/or other services provided by us to the Licensee through our proprietary cloud-based platform and via the Website.

we or **us** means Adminis NZ Limited and **our** has a corresponding meaning.

Website means this Internet site or any other site through which the Services are accessed.

you means the Licensee, and where the context permits, an Authorised User and **your** has corresponding meaning.

2 Use of Software

2.1 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:

2.1.1 the Licensee determines who is an Authorised User and what level of user access to the Service that Authorised User has;

2.1.2 the Licensee is responsible for all Authorised Users' use of the Service;

2.1.3 the Licensee controls 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

2.1.4 if there is any dispute between a Licensee and an Authorised User regarding access to the Service, the Licensee shall decide what access or level of access to the relevant Data or Service that Authorised User shall have, if any.

2.2 In using the Service you will at all times comply with these Terms of Use, the Website terms, and the Privacy Policy.

3 Your obligations

General obligations

3.1 You must only use the Service and Website 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 the Service and Website 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

3.2 You must ensure 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.

- 3.3 As a requirement of these Terms of Use, when accessing and using the Services, you must not:
- 3.3.1 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;
 - 3.3.2 use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
 - 3.3.3 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;
 - 3.3.4 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
 - 3.3.5 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

- 3.4 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.

4 Confidentiality and Privacy

Confidentiality

- 4.1 Unless the relevant party has the prior written consent of the other or unless required to do so by law:
- 4.1.1 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.
 - 4.1.2 Each party's obligations under this clause will survive termination of these Terms of Use.
 - 4.1.3 The provisions of clauses 4.1 and 4.1.1 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.

Privacy

- 4.2 The Privacy Policy sets out the parties' obligations in respect of personal information. You should read that policy at <http://www.adminis.co.nz/privacypolicy.pdf> and you will be taken to have accepted that policy when you accept these Terms of Use.

5 Intellectual Property

General

- 5.1 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

- 5.2 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

- 5.3 You must maintain copies of all Data. We adhere to our best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but do not make any guarantees that there will be no loss of Data. We expressly exclude liability for any loss of Data no matter how this is caused.

6 Warranties and Acknowledgements

Authority

- 6.1 You warrant that where you have registered to use the Service 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.
- 6.2 You acknowledge that:
- 6.2.1 You are authorised to use the Services and the Website and to access the information and Data that you input into the Website, including any information or Data input into the Website by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to you

through your use of the Website and the Services (whether that information and Data is your own or that of anyone else).

- 6.2.2 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 the Website 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.
- 6.2.3 The provision of, access to, and use of, the Services is on an "as is" basis and at your own risk.
- 6.2.4 We do not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way responsible for any such interference or prevention of your access or use of the Services.
- 6.2.5 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). Before taking any action, you should consider seeking financial advice relevant to your personal circumstances from a financial adviser.
- 6.2.6 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).
- 6.2.7 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.
- 6.2.8 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. 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.

6.2.9 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.

No warranties

6.3 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.

Consumer guarantees

6.4 You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business (or via a business as an Authorised User) and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms of Use.

Unaudited for pricing

6.5 You acknowledge that the Data accessed through the Service is unaudited. Where unit prices are shown, while care has been taken in producing and 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.

7 Monitoring

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

8 Limitation of Liability

8.1 To the maximum extent permitted by law, we exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

8.2 If you are not satisfied with the Service, your sole and exclusive remedy is to terminate these Terms of Use in accordance with Clause 8.2.

9 Termination

Breach

9.1 If you:

- 9.1.1 breach any of these Terms of Use and, if the breach is capable of being remedied, do not remedy the breach within 14 days after receiving notice of the breach;
- 9.1.2 breach any of these Terms of Use and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 0); or
- 9.1.3 you or your business become insolvent or your business goes into liquidation or has a receiver or manager appointed of any of its assets or if you become insolvent, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction,

then we may take any or all of the following actions, at our sole discretion:

- 9.1.4 terminate your use of the Services and the Website;
- 9.1.5 suspend for any definite or indefinite period of time, your use of the Services and the Website;
- 9.1.6 suspend or terminate access to all or any Data; or
- 9.1.7 Take either of the actions in sub-clauses 0, 9.1.4 and 9.1.5 of this clause 8.2 in respect of any or all other persons whom you have authorised to have access to your information or Data.

Accrued Rights

9.2 Termination of these Terms of Use is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of your subscription you will immediately cease to use the Services and the Website.

Expiry or termination

9.3 Clauses 2, 3.4, 4.2, 5.3, 6.5, 8.2 and 0 survive the expiry or termination of these Terms of Use.

10 Technical Problems

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

10.2 If for any reason we have to interrupt the Services for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity on the Website.

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 the Licensee at servicedesk@adminis.co.nz.

11 General

Entire agreement

- 11.1 These Terms of Use, together with the Privacy Policy, the terms of any other notices or instructions given to you under these Terms of Use and any applicable agreement between us and the Licensee, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and us relating to the Services and the other matters dealt with in these Terms of Use.

Waiver

- 11.2 If either party waives any breach of these Terms of Use, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

Delays

- 11.3 Neither party will be liable for any delay or failure in performance of its obligations under these Terms of Use if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

No Assignment

- 11.4 You may not assign or transfer any rights to any other person without our prior written consent.

Governing law and jurisdiction

- 11.5 New Zealand law governs these Terms of Use and you submit to the exclusive jurisdiction of the courts of New Zealand for all disputes arising out of or in connection with these Terms of Use.

Severability

- 11.6 If any part or provision of these Terms of Use is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of these Terms of Use will be binding on the parties.

Notices

- 11.7 Any notice given under these Terms of Use by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to us must be sent to servicedesk@adminis.co.nz or to any other email address notified by email to you by us. Notices to you will be sent to the email address which you provided when setting up your access to the Service.

Rights of Third Parties

- 11.8 A person who is not a party to these Terms of Use has no right to benefit under or to enforce any term of these Terms of Use.