

WEBSITE TERMS OF USE

1. Introduction

- 1.1. By accessing and using the Website, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Website.
- 1.2. From time to time we may need to make changes to these Terms of Use. We will let you know of any change in accordance with clause 8.1, and the amended Terms of Use will become effective when we post them on the Website. Your continued access to and use of the Website following the effective date of any changes constitutes you agreeing to be bound by the amended Terms of Use.
- 1.3. Third-Party Content may be accessed and used by you at your election. Third-Party Content is governed by the separate terms and conditions accompanying such Third-Party Content. Any such terms are between you and the relevant third party.

2. Website

- 2.1. Unless otherwise specified or required by the context, the information on the Website is for general information only. Such information is selective and may not be complete or suitable for your intended use.
- 2.2. You are protected by responsible lending laws. Because of these protections, the recommendations given to you about our loan products are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.
- 2.3. Nothing on the Website is to be construed as an offer by us to enter into any transaction or relationship with you. Responsible lending criteria, terms and conditions apply to any application for credit from us.
- 2.4. You agree that we may make some features and functionality of the Website available only to particular users of the Website (e.g. verified borrowers). You also agree that we may update, modify, change or offer new features and functionality for the Website from time to time. Your access to and use of any new or modified features or functionality will be governed by these Terms of Use.
- 2.5. We may suspend access to the Website at any time:
 - 2.5.1. for such time as is necessary to carry out updates, changes or maintenance;
 - 2.5.2. to reduce or prevent security risks or interference with the Website; or
 - 2.5.3. if required or advisable in order to ensure that we are complying with all applicable laws and regulations.

3. Restrictions on use

- 3.1. You must not:
 - 3.1.1. access or use the Website for any unlawful, dishonest, fraudulent, malicious or unauthorised purpose (or any other purpose other than its intended purpose);
 - 3.1.2. use the Website in a manner that may damage, disable, overburden or impair the Website or the networks connected to the Website;
 - 3.1.3. modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Website or otherwise attempt to: (i) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Website; or (ii) derive the source code or the underlying ideas, algorithms, structure or organisation form of the Website; or
 - 3.1.4. distribute through the Website any attachments, documents or files that: (i) infringe any copyright, patent, trade secret, trademark or other third party proprietary rights; (ii) violate any law or regulation; (iii) are defamatory, libellous or obscene; or (iv) contain viruses, trojan horses, worms, time bombs, or similar harmful programming routines.
- 3.2. We may at our discretion use technology (including digital rights management protocols) or other means to protect the Website and our customers, and to prevent you (or any other user of the Website) from breaching these Terms of Use.
- 3.3. You may not access the Website for the purposes of monitoring the availability, performance or functionality of the Website, or for any other benchmarking or competitive purposes.

4. Ownership and intellectual property rights

- 4.1. The Website is protected by copyright and other interests and is proprietary and confidential to us (or our third-party licensors and/or suppliers). All rights, title and interest in and to the Website, including associated intellectual property rights, are and will remain vested in us or our third-party licensors or suppliers (as applicable).
- 4.2. Unless we expressly agree otherwise, you are given no right or interest in, nor licence or permission to use, any of the intellectual property rights in the Website.

5. Termination or suspension

- 5.1. You may stop accessing or using the Website at any time.
- 5.2. We may immediately, without notice to you, terminate or block your access to the Website if you have failed to comply with a material term of these Terms of Use.

6. Warranties

- 6.1. We will:
 - 6.1.1. use our commercially reasonable efforts to ensure that the Website is accessible by you in accordance with these Terms of Use, and that the

Website will perform substantially as described to you under normal use and circumstances; and

6.1.2. use commercially available anti-virus software in the provision of the Website to screen for and detect disabling devices, trojan horses, and other viruses designed to damage or detrimentally interfere with software or data.

6.2. Except to the extent otherwise expressly stated to you by us, and subject to applicable law:

6.2.1. the Website may be subject to limitation, delays, and other problems inherent in the use of the internet or electronic communications, and we do not represent that the Website is error-free or available without disruption;

6.2.2. we cannot guarantee that the Website will be free from cyber-attacks, malware, ransomware, spyware, viruses, trojan horses, worms, time bombs, or similar harmful programming routines; and

6.2.3. we make no representations or warranties regarding any Third-Party Content.

7. Privacy and cookies

7.1. By agreeing to these Terms of Use, you also agree to our privacy policy our cookies policy at www.moneysweetspot.co.nz/usefulinformation. Our privacy policy and our cookies policy form part of these Terms of Use.

8. General

8.1. Any notices or other communications to be provided pursuant to these Terms of Use will be made using functionality within the Website (including posting a notice on the Website or using pop-up notifications).

8.2. The illegality, invalidity or unenforceability of any provision in these Terms of Use will not affect the legality, validity or enforceability of another provision.

8.3. These Terms of Use are governed by New Zealand law.

9. Definitions

9.1. In these Terms of Use:

Money Sweetspot, us, we and **our** means [Money Sweetspot Limited](#), together with our successors and assignees.

Terms of Use means these website terms of use (as updated from time to time).

Third-Party Content means any software, data, text, audio, video, or images made available to you by any third party on the Website.

Website means our website at www.moneysweetspot.co.nz and includes all information, tools, and services available on that website.

You and **your** means any person who accesses the Website.