



WEBSITE TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

About the Website

Welcome to www.my-wealth.co.nz (the '**Website**'). Jacobus Venter is a Financial Advisor and Owner of My Wealth (the '**Services**').

The Website is operated by Guardian Financial Services t/a My Wealth (NZBN 9429046171665). Guardian Financial Services is a registered financial advice provider (FSP1002456). Access to and use of the Website, or any of its associated Products or Services, is provided by My Wealth. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

My Wealth reserves the right to review and change any of the Terms by updating this page at its sole discretion. When My Wealth updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by My Wealth in the user interface.

Registration to use the Services

In order to access the Services, you must first register for an account through the Website (the '**Account**').

As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

Email address

Preferred username

Mailing address

Telephone number

Password

You warrant that any information you give to My Wealth in the course of completing the registration process will always be accurate, correct and up to date.

Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms.

You may not use the Services and may not accept the Terms if:

you are not of legal age to form a binding contract with My Wealth ; or

you are a person barred from receiving the Services under the laws of New Zealand or other countries including the country in which you are resident or from which you use the Services.

Your obligations as a Member

As a Member, you agree to comply with the following:

- You will use the Services only for purposes that are permitted by: the Terms; and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- You have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services; any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify My Wealth of any unauthorised use of your password or email address or any breach of security of which you have become aware; access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of My Wealth providing the Services;
- You will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of My Wealth ;
- You will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the

purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

- You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by My Wealth for any illegal or unauthorised use of the Website; and
- You acknowledge and agree that any automated use of the Website or its Services is prohibited.

Payment

N/A

Refund Policy

N/A

Copyright and Intellectual Property

The Website, the Services and all of the related products of My Wealth are subject to copyright. The material on the Website is protected by copyright under the laws of New Zealand and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by My Wealth or its contributors.

All trademarks, service marks and trade names are owned, registered and/or licensed by My Wealth , who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

Use the Website pursuant to the Terms;

Copy and store the Website and the material contained in the Website in your device's cache memory; and

Print pages from the Website for your own personal and non-commercial use.

My Wealth does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by My Wealth .

My Wealth retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

You may not, without the prior written permission of My Wealth and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

Privacy

My Wealth takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to My Wealth 's Privacy Policy, which is available on the Website.

General Disclaimer

Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the New Zealand Consumer Law (or any liability under them) which by law may not be limited or excluded.

Subject to this clause, and to the extent permitted by law:

all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

My Wealth will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of My Wealth make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of My Wealth) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

costs incurred as a result of you using the Website, the Services or any of the products of My Wealth ; and

the Services or operation in respect to links which are provided for your convenience.

Limitation of liability

My Wealth 's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

You expressly understand and agree that My Wealth , its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

Termination of Contract (where applicable)

The Terms will continue to apply until terminated by either you or by My Wealth as set out below.

If you want to terminate the Terms, you may do so by:

providing My Wealth with notice of your intention to terminate; and

closing your accounts for all of the services which you use, where My Wealth has made this option available to you.

Your notice should be sent, in writing, to My Wealth via the 'Contact Us' link on our homepage.

My Wealth may at any time, terminate the Terms with you if:

you have breached any provision of the Terms or intend to breach any provision;

My Wealth is required to do so by law;

the provision of the Services to you by My Wealth is, in the opinion of My Wealth , no longer commercially viable.

Subject to local applicable laws, My Wealth reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts My Wealth 's name or reputation or violates the rights of those of another party.

Indemnity

You agree to indemnify My Wealth , its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;

any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

any breach of the Terms.

Dispute Resolution

Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

If for any reason whatsoever, 30 days after the date of the Notice, the Dispute has not been resolved, the Parties must agree upon the selection of a mediator.

The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any

amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

The mediation will be held in Gisborne New Zealand.

Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

Termination of Mediation:

If 30 have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

Venue and Jurisdiction

The Services offered by My Wealth is intended to be viewed by residents of New Zealand. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New Zealand.

Governing Law

The Terms are governed by the laws of New Zealand. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New Zealand, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

This Privacy Policy applies to all personal information collected by My Wealth via the website located at www.my-wealth.co.nz.

What is "personal information"?

The Privacy Act 1988 (Cth) currently defines "personal information" as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:

whether the information or opinion is true or not; and

whether the information or opinion is recorded in a material form or not.

If the information does not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as "personal information" and will not be subject to this privacy policy.

What information do we collect?

The kind of personal information that we collect from you will depend on how you use the website. The personal information which we collect and hold about you may include: Name, phone number, email and personal address.

How we collect your personal information

We may collect personal information from you whenever you input such information into the website.

We also collect cookies from your computer which enable us to tell when you use the website and also to help customise your website experience. As a general rule, however, it is not possible to identify you personally from our use of cookies.

Purpose of collection

The purpose for which we collect personal information is to provide you with the best service experience possible on the website.

We customarily disclose personal information only to our service providers who assist us in operating the website. Your personal information may also be exposed from time to time to maintenance and support personnel acting in the normal course of their duties.

By using our website, you consent to the receipt of direct marketing material. We will only use your personal information for this purpose if we have collected such information direct from you, and if it is material of a type which you would reasonably expect to receive from us. We do not use sensitive personal information in direct marketing activity. Our direct marketing material will include a simple means by which you can request not to receive further communications of this nature.

Access and correction

New Zealand Privacy Principle 6 permits you to obtain access to the personal information we hold about you in certain circumstances, and New Zealand Privacy Principle 7 allows you to correct inaccurate personal information subject to certain exceptions. If you would like to obtain such access, please contact us as set out below.

Complaint procedure

If you have a complaint concerning the manner in which we maintain the privacy of your personal information, please contact us as set out below. All complaints will be considered by My Wealth and we may seek further information from you to clarify your concerns. If we agree that your complaint is well founded, we will, in consultation with you, take appropriate steps to rectify the problem. If you remain dissatisfied with the outcome, you may refer the matter to the Office of the New Zealand Information Commissioner.

Overseas transfer

Your personal information will not be disclosed to recipients outside New Zealand unless you expressly request us to do so. If you request us to transfer your personal information to an overseas recipient, the overseas recipient will not be required to comply with the New Zealand Privacy Principles and we will not be liable for any mishandling of your information in such circumstances.

How to contact us about privacy

If you have any queries, or if you seek access to your personal information, or if you have a complaint about our privacy practices, you can contact us through: kobus@my-wealth.co.nz.

