

## Website terms of use

- 1. This website is owned and operated by PF BIDCO NZ Limited NZBN 9429051019136, FSP1004707 ("we, our, us").
- 2. Your access to this website is subject to these terms of use. By accessing, viewing or otherwise using this website, you agree that you are doing so subject to these terms of use.

We rely on you to use this website responsibly, as well as to observe these terms of use.

 These terms of use relate to using and/or linking to this website, and are to be distinguished from the terms and conditions of any products or services we agree to provide you.

These terms of use do not replace or affect any such other terms and conditions, which will bind you in addition to these terms of use.

 We may vary these terms of use at any time, and any access to this website thereafter is subject to the terms of use as so varied.

For that reason, it is incumbent on you to access and view these terms of use each time you access this website, and not to rely on any previous perusal of the terms of use.

 Advice and information given, and statements made, on this website are of a general nature only.

They are given and made in good faith, and are believed by us to be accurate.

However, they are intended as a guide only, and do not take into account your specific circumstances, including your objectives, financial situation or needs.

Accordingly, they may not be complete or accurate for your purposes, and should not be relied upon as such.

They also do not affect or override any contractual terms specifically agreed between you and us.

You should seek professional advice on whether to rely on any information given on this website, or whether to deal with us, including the financial, legal and taxation implications for you.

- 6. Products and services referred to on this website are only available in New Zealand.
- 7. We do not guarantee the security of this website, or that it is free of viruses, malware, hacking, sabotage or errors.

Nor do we warrant that you will be able to access this website at all times, or without interruption.

8. We accept no responsibility whatsoever for the content or security of any other party's website which you may access from a link on this website, or which may itself have a link to this website.

Accordingly, your access to any such websites is done at your own risk.

Nor do we endorse anything stated or offered on any such websites, except for our own products and services.

9. We own the copyright in the logos, graphics, statements, information and other content on this website.

You may only use, download or print such content for your own personal use.

Otherwise, you must not use, copy or distribute the same in any way without our prior written consent.

- Nothing in these terms or this website may be construed as granting you any right or implied licence in relation to any trade mark, copyright or other intellectual property of ours.
- 11. If you use this website, we may collect, use, store and disclose your personal information.

You agree to us doing so, provided we do so in accordance with our Privacy Policy, which you can access via the link on this website.

That link also includes information about credit reporting, including the credit reporting bodies to which we are likely to disclose your credit information, as well as how we manage credit related personal information. Key matters covered are your rights to access and correct that information, and to make a complaint. If you ask us, we will provide you with that website information about credit reporting in an alternative form, such as a hard copy.

- You must not alter or interfere with, or attempt to alter or interfere with, this website in any way.
- You must not gain unauthorised access to any part of this website, or identify any users of this website, or attempt to do so.
- 14. You must not do or permit anything which might damage or harm this website, or affect its integrity or security, or block its content or any part of it.

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- 15. You must not allow or suffer a transfer of any virus or other disabling feature to or via this website.
- 16. If you link to this website
  - a) you must immediately remove that link whenever we request
  - b) your website must not contain any material that disparages us or our products or services
  - c) your website must not contain any illegal, defamatory, misleading, threatening or offensive material, or any material which we deem to be distasteful or to adversely reflect on us
  - d) you or your website must not imply that we endorse you or your products or services without our prior written consent
  - e) to the extent permitted by law, we are not liable for any loss or damage from any cause to you, your website or your systems
  - f) you indemnify us against all loss, damage, liability, cost or expense we incur arising from or in connection with the link you create to this website.
- 17. You consent to any document, notice or information being given to you by us by way of electronic communication as defined in the *Contract and Commercial Law Act 2017.* This includes by way of email or text message, or through the links on this website.
- 18. Any failure or delay by us to enforce any right of ours under these terms of use or at law will not operate as a waiver of that right, and we may enforce that right at any time in the future.
- 19. If any of these terms of use is invalid, unlawful, void or unenforceable, it must be read down and, if it cannot be read down, it must be severed from these terms of use.

Neither such a term, nor any such reading down or severance, will prejudice the validity or enforceability of any other of these terms of use.

20. The law of New Zealand applies to these terms of use. Any legal action relating to them must be brought in New Zealand courts.

## 6 January 2025

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