



# NEW ZEALAND FINANCIAL MARKETS ASSOCIATION INCORPORATED

## NZFMA WEBSITE - TERMS OF USE

### 1. DEFINITIONS

1.1 Within these terms, the following words have the corresponding meanings:

- (a) **"Website"** means <https://nzfma.org/>.
- (b) **"we"** and **"us"** means the New Zealand Financial Markets Association Incorporated.
- (c) **"you"** means the person or organisation entering into these Terms as a user of the Website, together with all individual users accessing the Website on that person's behalf.

### 2. APPLICABILITY AND AGREEMENT TO TERMS

- 2.1 By using the Website, you accept these Terms and are bound by them. If you do not accept these Terms, you should not use the Website.
- 2.2 Our Privacy Policy applies to the handling, storage, and use of any personal information we receive from you and forms part of these Terms. Any terms which are defined in the Privacy Policy shall have the same meaning when used in these Terms. You can always find the current version of the Privacy Policy here [insert link].
- 2.3 These Terms do not affect any other specific agreement between you and us, including in relation to Membership, the NZ Data service and OTC Derivatives and Market Documentation. In the event that there is a conflict between these Terms and one of those specific agreements, the terms of the specific agreement shall take precedence.

### 3. AMENDMENTS TO THESE TERMS

- 3.1 We may amend these Terms in whole or in part from time to time. Amendments will be effective immediately when we post the amended Terms on the Website. You are responsible for ensuring you are familiar with the latest Terms. By continuing to use the Website, you agree to be bound by the Terms as amended (whether or not you have received any amendments).

### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 **IP rights:** We own all intellectual property rights existing in the Website (or have obtained rights to use the intellectual property of others), including all of the content of the Website (such as text, graphics, logos, icons and sound recordings), all software code underlying and forming part of the Website and any improvements, enhancements, modifications or adaptations to the Website.
- 4.2 **Your right to use the Website:** You may view, save, copy and print any part of the Website (including the content of the Website) for your personal use only. You must obtain written permission from us to otherwise use, copy, modify, or distribute any part of the Website (including the content of the Website) in any way. If you wish to use any third party material identified as such on the Website you must obtain the prior consent of the relevant owner.
- 4.3 **Our right to use your content:** When posting or uploading any content to the Website or making contact with other users of the Website:
  - (a) you agree that any such content may be used, copied, distributed or disclosed by us at any time in any form and for any purpose;
  - (b) you agree that we may moderate or amend such content; and
  - (c) you warrant that you own any intellectual property rights in such content.

### 5. ACCEPTABLE USE

- 5.1 **Compliance with law:** You agree to use the Website in a manner that complies with all applicable laws and regulations and that does not infringe our rights, nor

- 5.2 the rights of anyone else, nor restricts or inhibits their use and enjoyment of the Website.
- 5.3 **Specific prohibitions:** Without limiting clause 5.1, in particular, you agree not to:
- (a) damage or harm the Website, or any underlying or connected network or system;
  - (b) use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access the Website or content featured on it for any purpose;
  - (c) introduce any viruses, content or code to the Website which is technologically harmful;
  - (d) use the Website to do anything unlawful, misleading, malicious, or discriminatory;
  - (e) do anything that could disable, overburden, or impair the proper working of the Website, such as a denial of service attack;
  - (f) facilitate or encourage any violations of these Terms;
  - (g) upload or post any content on the Website (or use the Website to transmit any communication) which is in our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable.
  - (h) solicit log in information or access an account belonging to someone else;
- or attempt to do any of the above.
- 5.4 **Monitoring and removal of content:** We are not obliged to monitor your use of the Website (or content posted or uploaded to the Website). However, we may decline to publish, remove or modify content, if we, in our sole discretion, consider them to be inappropriate or consider that they otherwise breach these Terms.
- 5.5 **Linking:** You may create a hyperlink to the Website from another website. However, this link must not be presented in any way that implies that the Website has an association with the other site, or endorses that site or the products available on or through that site. Any use of our name in connection with the hyperlink must not (a) be used in a way that is harmful, deceptive, obscene or otherwise objectionable to the average person; (b) suggest any type of association or partnership with us; or (c) be in connection with content that disparages us or damages our reputation. If you create a hyperlink text to the Website, you are responsible for all direct and indirect consequences of the link.
- 5.6 **Unsolicited email:** Publication of email addresses on the Website should not be taken as deemed consent to receiving unsolicited email. Persons or organisations wishing to send email material to individuals or organisations whose email addresses appear on the Website must comply with the requirements of the Unsolicited Electronic Messages Act 2007.
- 5.7 **Our rights and remedies:** Without limiting any other rights and remedies available to us, if we believe you have breached or are in breach of these Terms, we may:
- (a) limit your activities on the Website;
  - (b) warn other users of your actions;
  - (c) issue a warning to you;
  - (d) suspend or cancel your access to the Website;
  - (e) co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any content in breach of these Terms; and/or
  - (f) disclose your identity and any other information we hold about you to any law enforcement authority if we believe this would assist to prevent the commission of any crime against a person or persons.
- 5.8 **General indemnity:** You agree to indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these Terms.

## 6. MEMBERSHIP

- 6.1 **Registration:** You may access and browse the Website without creating an account. Some sections of the Website require a separate agreement with us. If you want more information, please contact us.
- 6.2 **Security of your login information:** Where you have been provided with a login to the Website, you must keep all usernames and passwords secure and confidential and must not disclose them to any third party. You must immediately change your password and notify us if you think someone is accessing your account without your consent. We will not be liable for any loss or damage incurred as a result of someone else using your account or profile.
- 6.3 **Effect of using username and password:** You agree that we are entitled to rely on the authenticity and authority of your username, password and session-specific codes generated by your hardware device to process actions or requests you submit to the Website and that we may do so without further enquiry.

## 7. OUR LIABILITY

- 7.1 **Links:** The Website may enable you to access other applications and websites. Even though these applications and websites are accessible through the Website, they are not owned and controlled by us. Any links to third party websites are provided for convenience only, and the inclusion of any link does not imply that we endorse or verify such websites.
- 7.2 **Reasonable care:** We will use reasonable endeavours to ensure:
- (a) the availability of the Website subject to any downtime for maintenance; and
  - (b) the information provided on the Website is reliable, up-to-date, complete and accurate at the time of publishing.
- 7.3 **No liability:** The Website is provided on an "as is" and "as available" basis. You agree that, to the maximum extent permitted by law:
- (a) any and all of our liability and responsibility to you or any other person:
    - (i) under or in connection with these Terms; or
    - (ii) in connection with the Website (including any errors in or omissions from the Website), any services provided on or through the Website, another user's acts or omissions, or your use of or inability to use, the Website (including any loss or corruption of data),  
is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise;
  - (b) our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss; and
  - (c) we disclaim and exclude all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7.4 **Liability cap:** In any event, you agree that our total liability under these Terms will not exceed NZ\$100 in any circumstances.

## 8. RESOLUTION OF DISPUTES

- 8.1 Except to the extent you need to contact us to inform us of any breach of these Terms, you agree not to involve, or attempt to involve us, in any dispute or in the resolution of disputes that arises between you and another user.
- 8.2 If you wish to notify us of any dispute you have with us, you should contact [info@nzfma.org](mailto:info@nzfma.org).

## 9. GENERAL

- 9.1 **No waiver:** If we do not exercise or enforce any right available to us under these Terms, it does not constitute a waiver of those rights.
- 9.2 **Remedies cumulative:** The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by these Terms or law.
- 9.3 **Severance:** If any provision of these Terms becomes or is held to be illegal, invalid or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal, valid and enforceable or, if it cannot be read down, be deemed severed from these Terms. Neither such change shall affect the legality, validity and enforceability of the other provisions of these Terms.
- 9.4 **Governing law:** The Website and these Terms is governed by the laws of New Zealand. When you access the Website, you submit to the exclusive jurisdiction of the New Zealand courts.
- 9.5 **Contact us:** If you have any questions about these Terms, the practises of the Website, or if you would like to give us feedback or notice, you can contact us at [info@nzfma.org](mailto:info@nzfma.org) or PO Box 641, Wellington 6011.