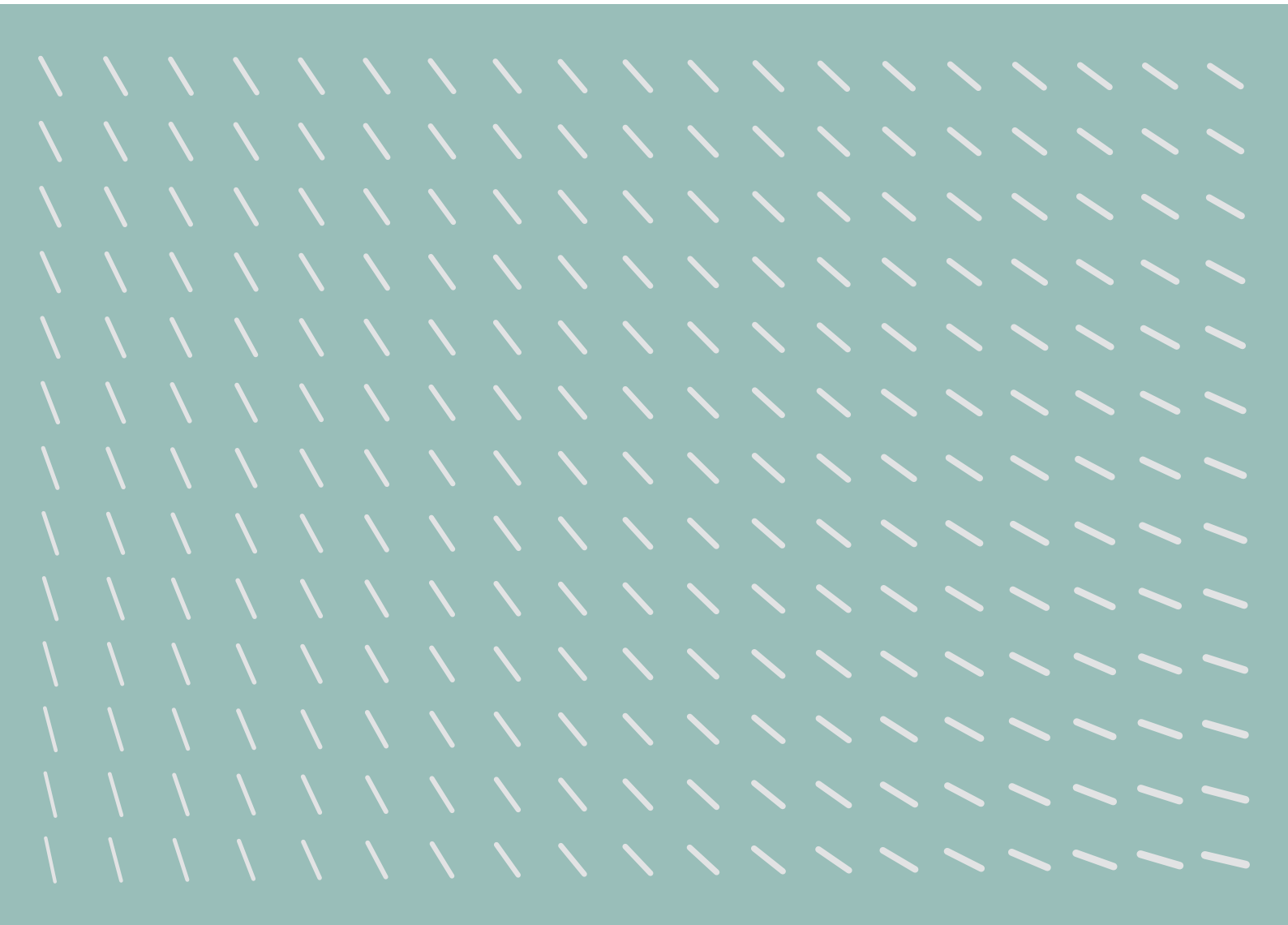


H O B S O N  
W E A L T H



# Terms of Use

February 2021





# Terms of Use

These Terms of Use govern your use of the website [www.hobsonwealth.co.nz](http://www.hobsonwealth.co.nz) (the **Website**) and the Hobson Wealth Online Client Portal (the **Portal**) offered by Hobson Wealth Partners Limited and its related companies including Hobson Wealth Custodian Limited (“we”, “our”, “us” or “Hobson Wealth”).

These Terms of Use are arranged as follows:

**Part A: General Terms of Use**, which applies to your use of the Website, including the Portal.

**Part B: Portal Terms of Use**, which applies to your use of the Portal.

**Part C: Website Accessibility Statement**, which provides useful information on how to access the Website.

By accessing the Website and/or using the Portal, you agree to be bound by these Terms of Use.

## PART A: General Terms of Use

### Information and content on the Website and Portal

Any information or content made available or referred to on the Website is provided for general information purposes only and does not constitute an offer, opinion, advice, inducement or invitation to enter into a financial product transaction. Information or content provided does not take into account your financial position, needs, goals or risk tolerance. Information or content is provided subject to any disclaimer or comments set out or referred to alongside the information or content.

Before acting on any information or content on this Website and/or Portal, you should consider the appropriateness of it (and any relevant financial product) having regard to your circumstances. If a current offer document is available, read the offer document first. You should seek independent financial, legal and tax advice before taking any action.

All financial product transactions involve risks. Past performance of any product described on the Website is not a reliable indication of future performance. The Website may contain forward-looking statements, forecasts, estimates and projections. We do not represent or warrant that any forward-looking statements will be achieved or will prove to be correct. Actual future results and operations could vary materially from them.

Information and content on the Website and/or Portal is, to the best of our knowledge, accurate at the time it is first made available. However, information and content may be based on assumptions or market conditions that may change without notice. We may update, amend or withdraw any information and content on the Website or Portal at any time.

We do not make any representation or warranty that the information or content on the Website is reliable, accurate, up-to-date, complete or suitable for your intended use. To the maximum extent permitted by law, we do not accept responsibility for errors or misstatements (negligent or otherwise) and we are not liable under any circumstances for any loss suffered as a result of your access or use of the Website and/or Portal or your reliance on the accuracy or currency of any information or content on the Website and/or Portal.

## Third party information

Information, content and services on or available through the Website and/or the Portal may be sourced from third parties or other external data providers. We have not independently verified or investigated the information and do not endorse the contents of such information and content, nor the accuracy or reliability of that information and content.

The Website and Portal may contain links to websites operated by third parties. We have no control over the content of those websites and therefore do not endorse or condone the content of those websites.

## Availability

We aim to make the Website and the Portal available or accessible on a continuous basis. However, we make no guarantees or representations about the availability of the Website or the Portal. There may be times when access to, or functionality of, the Website or the Portal is limited or unavailable and we take no responsibility to you for any consequences resulting from the unavailability of, or your inability to access, the Website or the Portal. We do not represent or warrant that this Website or the Portal will function without error or are free from viruses.

## Jurisdiction

The Website and the Portal (or any products and services accessed through the Website and the Portal) have been designed in accordance with New Zealand laws and all users agree the courts of New Zealand have exclusive jurisdiction. The Website and the Portal are not designed for any place outside of New Zealand and the Website and the Portal do not contain any offer, inducement or invitation to provide products or services in any place outside of New Zealand.

## Changes

We may change these Terms of Use at any time by making an updated version available on our Website. The changes will take effect when we publish them on the Website. By continuing to access the Website and use the Portal, you accept those changes.

## Intellectual Property

We and our licensors retain all rights (including copyrights, trade marks, patents and any other intellectual property right) in relation to the Website, the Portal and all information and content on the Website and Portal (including all text, graphics and logos).

You are permitted to use, download and print information and content on the Website and Portal for your personal use only. You must not remove or hide any copyright or proprietary notices on the information or content. You must not copy, distribute, sell, transmit or otherwise make available to any third party any information or content on the Website and/or the Portal unless you have our prior written consent.

## Personal Information

You consent to us collecting, storing, using and disclosing your personal information in the manner described in our Privacy Policy, available at <https://www.hobsonwealth.co.nz/privacy-policy/>.

## Disclosure of Interest

We may have interests in the financial products and other products referred to on the Website and/or the Portal, including by being directors of, or acting in various roles in relation to (including as underwriter, dealer, broker or financial adviser), their issuers and may receive fees, brokerage or commission for acting in those capacities. We may also buy or sell those financial products and other products as principal or agent.

## Your Liability

You are liable to us for any loss (including, without limitation, indirect loss) we suffer resulting from your fraud or negligence in relation to the Website and/or the Portal or your breach of these Terms of Use.

## Part B: Portal Terms of Use

### General

The Terms of Use in relation to the Portal are in addition to the agreement (including any associated terms and conditions) you have with us relating to our provision of services to you (**Client Agreement**). The terms of the Client Agreement will apply equally to any information you obtain through use of the Portal. If there is any conflict between the Terms of Use and the Client Agreement, the terms of the Client Agreement will prevail to the extent of the conflict.

By registering for access to the Portal you warrant and represent that you are an Authorised Person (as defined in the Client Agreement) for each client account to which you have access.

We may change the format and content of the Portal at any time.

### Registration and Security

Before accessing the Portal you must set up as a user with an email address or other login information, and a password. Your password must comply with our security requirements. Your login information and password are personal to you and you must not disclose or share them with any other person.

You must safeguard your login information and password at all times and you are responsible for the security of your computer and network (including anti-virus and other relevant security measures). This means you must:

- Not give your password to anyone;
- Not keep a written or electronic record of your password;
- Take all reasonable steps to avoid being observed when entering your Portal password; and
- Not leave your computer unattended when signed on to the Portal.

If your password is known, or you suspect it is known, or if you become aware of any unauthorised use of (or attempt to use) your login information or password on the Portal, you must contact us immediately by calling us on 0800 742 737.

### Withdrawal of the Portal

We may terminate your access to the Portal at any time by giving you at least 14 days' notice.

We may suspend or terminate your access to the Portal immediately without notice:

- if you breach the Terms of Use or any Client Agreement;
- to comply with applicable laws;
- if we believe your Portal access has been compromised; and
- if we are notified of a dispute over the account.

You may stop using the Portal at any time by notifying us that you no longer wish to use the Portal.

### Account Information

All information contained in or available through the Portal is confidential in nature.

The information contained on the Portal is believed to be correct at the time it is placed on the Portal, however, the data used to calculate the values reflected in the reports are obtained from third parties and are based on the available unit prices as at the date shown. The information contained in the reports reflects a value at a certain point in time and the values may change due to changes in prices and exchange rates and should not be regarded as a firm quotation to buy or sell the financial products or other assets.

### Custodial Reporting

This paragraph applies if you use both the Client Portal and the custodial service provided by Hobson Wealth Custodian Limited. We report on custodial client money and client property through two half-yearly reports containing information required by applicable laws and an end of financial-year summary of income, dividends and tax. We will endeavour to make these reports available in PDF form through the Client Portal. The Client Portal is not an electronic facility that provides official custodial reporting on a continuous basis.

## Part C: Website Accessibility Statement

Ensuring easy access to the Website for all users is important to us. Please contact us if you have difficulties using this site or if you have any further questions or comments.

### Standards Compliance

Page design and layout is controlled by Cascading Style Sheets (CSS) and has been written according to the CSS 2.1 specifications. Structured and meaningful Hypertext Mark-up Language (HTML) has been used to assist users accessing the site via non-visual means, such as users of screen-reading software.

### Supported Browsers

The Website has been designed to run on a broad range of browsers and operating systems.

Browser	Version
Internet Explorer	v11 and up
Firefox	Latest Version
Safari	Latest Version
Chrome	Latest Version

Please note that other versions should work but have not been thoroughly tested. We do not support operating systems or browsers not listed above.

You can use the links below to download current versions of the browsers listed above:

- Internet Explorer: <http://www.microsoft.com/windows/downloads/ie/getitnow.msp>
- Firefox: <http://www.mozilla.com/firefox/>
- Safari: <http://www.apple.com/safari/download/>
- Chrome: [http://www.google.com/intl/en\\_au/chrome/](http://www.google.com/intl/en_au/chrome/)

### Other Technical Requirements

The design of the Website has been optimised for monitors set at 1440 by 900 pixel resolution with 16-bit colour depth. The site should still function for users on lower settings.

#### A number of other technologies are used on this site:

- JavaScript is used to render some content and provide interactivity;
- Adobe Acrobat Reader is used to present documents for printing. If you need to install the newest version of Acrobat Reader, this is available from: <https://acrobat.adobe.com/nz/en/acrobat/pdf-reader.html>





## For more information

[hobsonwealth.co.nz](http://hobsonwealth.co.nz)

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