

## **TMA Terms of Use**

These **Terms of Use** apply to all users of the 'TMA Holistics' website, including our social media channels ('our websites'). Reference to 'you' or 'your' is to users, to 'we', 'our', or 'us' is to TMA, and may include reference to TMA subsidiaries where applicable.

These **Terms of Use** incorporate our **Privacy Policy**.

By viewing or using our websites you agree to these **Terms of Use** without qualification. If you do not agree then you must stop accessing and using our websites.

### **COPYRIGHT AND LIMITED REPRODUCTION NOTICES**

Nothing in these **Terms of Use** or your use of our websites grants you any rights in intellectual property which we own or license.

Unless we specify otherwise in writing, you must not

- ◆ distribute or copy any part of our websites for any commercial purpose, and/or
- ◆ incorporate any part of our websites on any other website or any other work or publication (whether in hard copy, electronic or any other form), and/or
- ◆ reproduce, transmit or store any part of our websites (including in any other website or other electronic form).

You may print, download to your hard drive or cloud storage device, or share on social media extracts from our websites only for your own personal or internal business use, but only if you

- ◆ retain all relevant copyright and other proprietary notices on each copy, and
- ◆ use the material in a manner consistent with these **Terms of Use**.

### **LINKING BY US**

Our websites may include links to third party websites or materials ('linked sites'). We are not responsible for the contents of any linked sites or liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on or trading with third parties. The inclusion of any link does not imply our endorsement of linked sites or any association with their operators.

### **LINKING BY YOU**

You may include links from your site to our websites. However, we reserve the right to prohibit your linking to our websites at any time, and you must remove or cease any link at our request.

You must not

- ◆ frame any part of the material on one of our websites by including advertising or other revenue-generating material, or
- ◆ modify, edit or otherwise interfere with any of our websites or any material on any of our websites.

If you do create a link to any page on one of our websites, you are responsible for the consequences of that link. You will keep us indemnified against all costs, expenses and damages we may suffer or incur arising from, or in connection with, that link.

### **POSTING INFORMATION ON OUR WEBSITES**

You may make posts on parts of our websites where we provide such functionality. You must not post anything which

- ◆ is defamatory, obscene, threatening, untrue or in breach of any applicable laws, rules or regulations or these **Terms of Use**, or
- ◆ is in breach of any person's rights, including copyright and confidentiality, or

- ◆ introduces a virus or computer programming code which would have the effect of disrupting, impairing, disabling or otherwise adversely affecting use of our websites.

We do not undertake to monitor, approve, endorse or exert editorial control over information posted by users on our websites. We do not accept responsibility for, or make any warranties in connection with, such information. We reserve the right to remove any information or statement from our websites without warning.

By placing information or statements on one of our websites, you grant us a non-exclusive, perpetual licence to use, copy, distribute, publish and transmit such information in any form, unless otherwise agreed in writing with you.

## **ADVERTISERS**

Any dealings with any advertiser appearing on our websites are solely between you and the advertiser. We are not responsible or liable for any part of any such dealings or promotions or for any loss or damage you may suffer or incur as a result.

## **REGISTRATION**

Where you are registering to be a user of any of our websites, you must complete the registration process if applicable by providing us with current, complete and accurate information as prompted by the registration form. We reserve the right to reject any application for user registration and to revoke any user registration for any reason whatsoever.

If you are a registered user on one of our websites, you may only log in to the website using the username given to you during the registration process and your password. You must not use anyone other's username and password or share your username and password with anyone else. You are responsible for all use of our websites under your username and password.

## **DISCLAIMER**

We take reasonable care to ensure information on our websites is accurate and complete and that any opinions given are fair and reasonable. However, we disclaim any express or implied warranties in relation to such information and opinions to the maximum extent permitted by law.

Use of information contained on our websites is at your own risk. We are not responsible for any adverse consequences arising out of such use.

We reserve the right to change the information on any of our websites at any time without notice.

You acknowledge that our websites may not be available from time-to-time.

You acknowledge that we do offer our opinion or recommendation on the nature, potential value or suitability of any particular transaction or strategy. You may seek other relevant independent professional advice before proceeding with any such transaction or strategy. If you enter into any transaction subsequent to accessing any of our websites, you do so:

- ◆ entirely in reliance on your own judgement and inquiries; and
- ◆ without reliance on any statements, warranties or representations made to you or to any other person by us or on our behalf.

We do not offer any financial products to any person for the purpose of the Financial Markets Conduct Act 2013. We do not provide any financial adviser service for the purpose of the Financial Advisers Act 2008.

Where we have made documents available on our websites for your use, you agree that they are provided to you for guidance purposes only and that they are not intended to replace the need for formal business or legal advice and we do not represent that they are fit for your particular purpose. We are not responsible for any loss or damage arising from

the use of any documents made available to you on any of our websites. If you are using any of our websites for business purposes, you acknowledge and agree that the provisions of the New Zealand Consumer Guarantees Act 1993 does not apply to such use. If any information, materials or services provided to you on any of our websites are being supplied and acquired in trade, you agree that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 does not apply to these **Terms of Use**, and you agree that it is fair and reasonable to be bound by this provision.

### **LIMITATION OF LIABILITY AND INDEMNITY**

In relation to our websites and your use of them, we

- ◆ exclude all responsibility and liability to the fullest extent permitted by law,
- ◆ will not be responsible for any errors or misstatements or be liable to you or any other person, whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including direct, indirect, consequential, special, economic loss, loss of profits, revenue or goodwill).

You indemnify us, our officers and employees and hold each harmless against all costs, expenses and damages incurred in connection with any claim brought by a third party against us arising from a breach by you of any of these **Terms of Use**.

### **AMENDMENTS**

We reserve the right to change these **Terms of Use** at any time by posting an updated version on our websites. By continuing to access our websites after a change, you agree to be bound by the updated **Terms of Use**.

### **GOVERNING LAW**

These **Terms of Use** are governed by, and will be construed in accordance with, the laws of New Zealand. You submit to the non-exclusive jurisdiction of the courts of New Zealand without regard to conflicts of law principles. We retain the right to bring proceedings in any other court of competent jurisdiction of our choice.

To the fullest extent permitted by law, we are not responsible for the compliance of our websites, or the material contained in them, with the laws of any country other than New Zealand. If you access our websites from outside New Zealand, you are responsible for complying with all applicable laws.

### **OUR CONTACT DETAILS**

If you have any questions, concerns or complaints in relation to our websites or these **Terms of Use**, please contact us by sending an email to the email address specified on the TMA website.