

## Sunny Financial Services Limited – Website General Terms of Use

### 1. Introduction

- 1.1 [www.sfspw.co.nz](https://sfspw.co.nz) (the **Website**) is owned and operated by Sunny Financial Services Limited (**we, us, our**). Your use of the Website is governed by these terms of use and our Privacy Statement, which is found at <https://sfspw.co.nz/>. By accessing and/or using the Website you confirm that you have read, understood, and agreed with these terms of use and our Privacy Statement. If you do not agree with any of the terms of use or our Privacy Statement, you should stop accessing or using the Website.
- 1.2 Your use of our financial advice service and/or related services (**Services**) via the Website may be subject to specific terms and conditions. If you choose to use those Services, you may need to read and agree to the relevant terms and conditions before you are able to use them. If there is any inconsistency between these terms of use and the terms and conditions for any Services, the terms and conditions for those Services will prevail.

### 2. Changes to these terms of use

- 2.1 We may change these terms of use from time to time and will notify you of these changes by posting an updated version on the Website. If you do not agree with any of the changes, you should stop accessing or using the Website. If you continue to use the Website after the updated terms take effect, you will be deemed to have accepted the updated terms of use.

### 3. Your use of the Website

- 3.1 You are welcome to view our website for your personal or business purposes. However, some parts of our website may have restricted access and/or may require you to register with us to obtain access. We reserve the right to control access to restricted areas.
- 3.2 You may download and print a copy of material from our Website in connection with your use of our Services, but you may not otherwise copy, reproduce, store, publish, adapt, communicate to the public, distribute to third parties, amend, and/or create derivative works from any part of the Website without our prior consent.
- 3.3 You must not use this Website for any purpose that is unlawful, and you agree that you will not engage in any activity that is likely to or will:
- (a) be considered defamatory harassing, threatening, intimidating or predatory;
  - (b) damage or compromise the operation of the Website; or
  - (c) cause loss or damage to us or any users of the Website.

### 4. Intellectual Property

- 4.1 All intellectual property on the Website, including but not limited to intellectual property in any trade marks, logos, and graphics (**Intellectual Property**) are the sole property of Sunny Financial Services Limited or its licensors. You must not use or reproduce, or allow anyone else to use or reproduce, the Intellectual Property for any reason without our prior written consent.

## 5. Contact and Feedback

- 5.1 You may contact us if you have any concerns or questions through the functionality provided on the Website. If you contact us through the Website, you warrant that the information you provide is accurate and up to date. Any information you submit when you contact us is provided at your own risk. Any personal information you provide will be handled in accordance with our Privacy Statement.
- 5.2 If you contact us to provide feedback, you agree that we may use that feedback to improve the Website. You also agree that we do not need to pay you any compensation if we incorporate all or part of your feedback into the Website and do not need to acknowledge you as the source.

## 6. Security

- 6.1 We will use reasonable endeavours to protect the security of all users of our website. However, we do not guarantee that the Website will be free of viruses, trojans, worms or other malicious code, and we do not accept responsibility for any loss or damage that arises out of your use of the Website. You should use safe browsing practices when accessing the Website to reduce any risk of damage or interference occurring.

## 7. Availability

- 7.1 We will use reasonable endeavours to ensure the Website is available at all times. However, we do not warrant that the Website will be without interruption or delay, or free from defects or errors. We will not be liable if the Website is unavailable, restricted, amended, delayed, or removed for any reason.

## 8. Disclaimers

- 8.1 The Website may feature third party content or links to third-party website. We are not responsible or liable for the accuracy, legality, or any other aspect of any content that is on a third-party website, nor for any infringement of third-party intellectual property rights as a result of hosting links to third party websites and third party content on the Website.
- 8.2 While we take reasonable steps to ensure that the information that we post on the Website is accurate, it does not constitute advice. To receive advice tailored to your circumstances, you must engage our services and complete the appropriate onboarding process. Until that time, no content on this Website should be interpreted as a recommendation or advice. You acknowledge and agree that your use of and reliance on the information contained on the Website is solely at your own risk.
- 8.3 The website is provided 'as is' and we make no warranties, representations or guarantees of any kind in relation to our website, except for warranties that the law does not permit us to exclude.
- 8.4 To the fullest extent permitted by law, we exclude any liability for any loss, expense, damage or cost that arises out of your use of the Website, however it arises.

## 9. Cookies

- 9.1 We may use cookies to identify the devices that connect to the Website. If our cookies result in your personal information being collected, we will only use the personal information in accordance with our Privacy Statement.

**10. Severability**

10.1 If any clause (or part of a clause) of these terms of use is held to be unenforceable, illegal, or invalid for any reason, that clause (or part) will be severed from the remaining terms, which will continue in force.

**11. Governing law**

11.1 These terms of use are governed by the laws of New Zealand.