

TempoWebsite Terms and Conditions

9 August 2023

tempo.co.nz ('this website') is owned and operated by Tempo Limited. In these terms and conditions, the terms 'we', 'us', and 'our' refer to Tempo Limited and its related companies. These terms of use constitute an agreement between you, the website user, and us. By accessing and using this website you agree to be bound by them and you authorise us and our related companies to collect, use and share your information as outlined in our Privacy Statement. This will also apply to any information collected during your use of our Website(s), even if you do not become a Tempo Customer.



1. Changes

We may add to, modify, suspend, or remove this website or any part or feature of it at any time and without notice. We may change these terms and conditions from time to time by publishing the changed terms on this website. By continuing to access or use this website following such publication you accept the revised terms and conditions.



2. Your use of this website

You agree not to use this website for any purpose that is unlawful or to engage in any conduct that may impair or cause damage to the operation of this website whether by way of a virus, corrupted file or through any other means. You also agree not to alter, modify, reproduce, transmit or otherwise deal with the content, software, text, graphics, layout or design of this website otherwise than in accordance with section 4 below.



3. Intellectual property

Our name and logo and all trademarks appearing on this website belong to us or our licensors or affiliates. You must not use or reproduce or allow anyone to use or reproduce those trademarks for any reason without our prior written permission in each case.

The materials displayed on, and information available through, this website are protected by copyright and other laws in New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights that may subsist in information or materials available through this website including text, illustrations, artwork, photographs, video, music, sounds, layout, designs, computer programs, source code, belong to us or to our licensors (together, 'our intellectual property').

Except in accordance with section 4 below or with our prior written permission, you may not in any form or by any means:

- use, copy, modify, adapt, reproduce, store, embed, distribute, print, display, perform, publish, or transmit in any way any item that is subject to our intellectual property; or
- commercialise any information, products or services obtained from any part of this website.



4. Limited permission to use materials

You are permitted to download and print extracts of material or content from this website in the following situations only:

- for your own use for personal investment planning;
 or
- · for non-commercial research or private study; or
- where insubstantial portions of such material or content are quoted in another document provided that an acknowledgement of the source of such materials is provided in each case.

You must not remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use that we post on this website.



5. Feedback and ideas

If you give us feedback about this website or our products or services, we may use that feedback for the purpose of improving our website, products, or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation. If you provide us with ideas as part of your feedback they will be deemed to be non-confidential and we will not be required to provide any acknowledgement of their source.



6. Disclaimers

To the extent that any content, information, or materials available through this website constitutes financial advice, you agree that it is not personalised for your purposes and has been prepared by us without reference to your objectives, financial situation, or needs. Certain content, information, or materials available through this website may contain further disclaimers that relate to that content, information, or material. You should consider the advice in light of the above matters and, if applicable, the relevant product disclosure statement or other offer document before making any decision to invest. To obtain advice tailored to your particular circumstances, please contact an investment adviser.

You acknowledge that if you rely on this website or any information or materials available through this website, you do so solely at your own risk.

We endeavour to ensure the accuracy of information available through this website and that the content of this website is free from errors. However, we do not give any warranty or other assurance as to the content of material appearing on this website, or its accuracy, operation, quality, functionality, completeness, currency, timeliness or suitability for any particular purpose.

To the maximum extent permitted by law, we provide this website and related information and services on an 'as is' basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of non-infringement, merchantability, or fitness for a particular purpose.

The views expressed in any third party material available through this website are not necessarily our views and we expressly disclaim all responsibility for any third party material.



7. Limitation of liability

To the full extent permissible at law, we disclaim all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss of business opportunity, loss of revenue or profits or other economic losses) whether arising in contract, tort (including negligence) or otherwise from the use of, or inability to use, this website or any information or material available through this website, or from any action or decision taken as a result of using this website or any such information or material.

If the limitation of liability in the previous paragraph is held to be invalid in whole or in part, then our total liability to you for all damages, costs, and expense (other than for any damage, cost and expense that cannot be limited at law) will not exceed the amount of one hundred New Zealand dollars (NZD\$100).

These terms and conditions shall not limit or restrict any right you may have under New Zealand law, including under the Consumer Guarantees Act 1993 or Fair Trading Act 1986, if applicable. However, if you use this application or our services in trade, you agree that to the maximum extent permitted by law the Consumer Guarantees Act 1993 and Fair Trading Act 1986 shall not apply to this application or those services.



8. Availability

We and our service providers do not warrant that this website or any associated services will be error free, available without interruption or delay, or free from defects in design. Your use of this website and any associated services may be subject to interruption, unavailability, restriction, or delay. We will not be liable to you should this website or the services supplied through this website become interrupted, unavailable, restricted, or delayed for any reason.



9. Third party websites and services

This website may provide links to or contain content from websites or services operated or maintained by third parties. Such websites or services are not under our control and we are not responsible for their content (including the accuracy or legality of any linked site or any material contained in a linked site). We are providing these links and content to you only as a convenience, and the inclusion of any link or content does not imply endorsement by us of the linked site or service. We are not liable for any damages or loss arising in any way out of or in connection with or incidental to any information or service provided by any third party.

If you create a hyperlink or hotlink to this website or embed this website in another website, you do so at your own risk. You will be responsible for all losses (whether direct or indirect) that we may suffer as a result of that hyperlink, hotlink, or embedding and you indemnify us against all claims arising from, or in connection with, that hyperlink, hotlink, or embedding.



10. Security and malicious code

All information transmitted to you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this website and the Internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your use of this website or any hyperlink.

Although we endeavour to prevent the introduction of viruses, Trojans, worms, or other malicious code (together, 'malicious code') to this website, we do not guarantee that this website, or any data available from it, does not contain malicious code. We are not liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this website does not expose your computer system to the risk of interference or damage from malicious code.



11. Cookies

When you use the website, we may use automated tools and methods, such as cookies, to collect certain information about your visit including your IP address, domain name, type of device you use, and the date, time, and duration of your visit.

We use third parties such as Mixpanel Analytics and Google to collect and use this information to help us provide you with a more personalised service by analysing your preferences and trends. These third parties may use cookies and other similar technology which we have no control over. This helps us make informed decisions when applying new features to or improving the usability of the Tempo app.



12. Governing law

This website is controlled and operated by us, from offices within New Zealand.

Information and products and services on this website have been prepared in accordance with New Zealand law and may not satisfy the laws of any other country.

We make no representations or warranties as to whether or not any information, products or services available from this website are appropriate or available for use in other countries. If you choose to access this website from outside New Zealand you are responsible for compliance with applicable local law.

These terms and conditions and all matters arising from them are governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.