



## Terms of Use

### 1. Acknowledgement and acceptance of general terms

Your access to and use of <http://www.nzx.com> (including MyNZX), [auth.nzx.com](http://auth.nzx.com), [virtualtrading.nzx.com](http://virtualtrading.nzx.com) and [www.nxt.co.nz](http://www.nxt.co.nz) (“**NZX Sites**”) or use of software or use of content on the NZX Sites is confirmation that you have understood these general terms and conditions of access and use (“**Terms**”) and the [Privacy Policy](#), and constitutes your agreement to be bound by them. Please read these terms carefully.

NZX Limited (“**NZX**”) reserves the right to amend the Terms at any time and you are deemed to be aware of and bound by the amendments to the Terms upon publication on the NZX Sites. Accordingly, we recommend that you review the Terms periodically as by continuing to use the NZX Sites you are agreeing to be bound by the Terms as amended.

In these Terms and the Privacy Policy, references to “**NZX**” are to NZX Limited and its subsidiaries, and their respective directors, officers, agents, employees or contractors.

In these Terms “we”, “us” and “our” are references to NZX.

### 2. Ownership of content on the NZX Sites

The material displayed on the NZX Sites, including without limitation, all real time or other information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the NZX Sites (“**Content**”) are protected by intellectual property laws unless expressly indicated otherwise. All rights, title and interest in and to the Content and all software code underlying or forming part of the NZX Sites are owned, licensed or controlled by NZX or the party credited.

### 3. Access to and Use of Content on the NZX Sites

You agree to use the NZX Sites in a manner that complies with all applicable laws and regulations and that does not infringe our right or the right of anyone else, and that does not restrict or inhibit anyone else's use of the NZX Sites.

In particular you agree not to:

- a. damage or harm the NZX Sites, or any underlying or connected network or system;
- b. use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access the NZX Sites or content featured on it for any purpose;
- c. introduce any viruses, content or code to the NZX Sites which are technologically harmful;
- d. use the NZX Sites to do anything unlawful, misleading, malicious, or discriminatory;
- e. do anything that could disable, overburden, or impair the proper working of the NZX Sites, such as a denial of service attack; or
- f. facilitate or encourage any violations of these Terms.

You may browse the NZX Sites for your own personal, internal business, information, research, study and educational purposes only. NZX grants to you a limited non-exclusive license to view,



copy and print the Content for such purposes only. All copies that you make must retain all copyright and other notices that are on the version on the NZX Sites. Except as provided in the previous sentence or as otherwise permitted in writing by NZX, you may not copy, store (either in hard copy or in an electronic retrieval system), use, modify, transmit, revise, reverse engineer, publish, perform, broadcast, reproduce, post, display, create a derivative work from, distribute, sell, license, rent, lease or otherwise transfer any of the Content to a third party including, without limitation, to others in your company or organisation for commercial use. All requests for such permission regarding the Content must be in writing and should be sent to: NZX Limited, PO Box 2959, Wellington, New Zealand, or emailed to [data@nzx.com](mailto:data@nzx.com).

Under no circumstances may the Content be used to establish, maintain or provide, or assist in establishing, maintaining or providing a market for the trading of securities, commodities or derivatives.

You agree not to link directly to any individual page within the NZX Sites without our prior written consent. Framing of any Content available through the NZX Sites without NZX's prior written consent is also prohibited. "Framing" means encapsulating the content of any page within the NZX Sites within another website, giving the impression that the content is not from the NZX Sites. NZX reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other website reached by links to or from the NZX Sites.

NZX provides a number of products with additional features to support professional investors and other commercial activities. Further information on these products can be obtained by emailing [data@nzx.com](mailto:data@nzx.com).

#### 4. MyNZX Function

- a. **Access:** To access the MyNZX section of the NZX Site ("**MyNZX**") you will need to submit your first name and last name and an e-mail address ("**E-Mail Address**") and password ("**Password**") for your MyNZX Account.
- b. **MyNZX Account:** By providing NZX with your E-Mail Address and Password and accepting the Terms, you consent to the creation of your MyNZX Account and the recording by NZX of any information you disclose to us subject to the provisions of the Privacy Policy.
- c. **MyNZX Information:** MyNZX is designed to provide you with regular personalized updates about the products and services that NZX provides or related news and information to products that NZX provides. By creating your MyNZX Account you consent to NZX e-mailing or otherwise communicating to you products and services information, including marketing material, news, market updates and other information ("**MyNZX Services**").
- d. **Security:** You must keep your Password safe and not disclose it to any other person. You should not keep a written or electronic record of your Password.
- e. **Reliance on email Address and Password:** We require an Email Address and Password for authentication. You understand and agree that NZX is entitled to rely on the authenticity of the Email Address and Password supplied by you to access MyNZX or any other service provided by us. Once you are authenticated we may act on and rely on any instruction given without the need for further enquiry. Any instruction sent from your Email Address



and Password once received by NZX shall be unconditional, irrevocable and binding on you.

- f. Changing your Password: NZX will arrange or provide a facility for you to select a new Password upon request, or if there has been unauthorised access to your MyNZX Account. You must choose a Password that is secret, is known only to you and cannot be easily guessed. You must change your Password at reasonable intervals and in any event if you believe that the security of your Password has been compromised or there has been any unauthorised use of your MyNZX Account.

## 5. Issuer Dashboard

The Issuer Dashboard enables issuers to share proposed dates for events with other issuers (“**Other Issuers**”) and chat with NZX (“**Live Chat**”). Only issuers may use the Issuer Dashboard and such use is optional. The following terms apply to your use of the Issuer Dashboard:

- a. use of the Issuer Dashboard does not satisfy any obligations under the applicable listing rules;
- b. you will have access to information shared by Other Issuers on the Issuer Dashboard. You agree that you will use that information for your own internal business purposes only and you will not disclose that information to any third party without the Other Issuer’s consent;
- c. Other Issuers will be able to view information that you share on the Issuer Dashboard. NZX accepts no liability for disclosure of that information in breach of the confidentiality obligation set out in paragraph 5(b);
- d. Information shared by Other Issuers on the Issuer Dashboard is subject to change; and
- e. If you use Live Chat, you acknowledge that:
  - i. the Live Chat is provided to NZX by Zopim Technologies Pte Ltd (“**Zopim**”) under the [Terms of Use](#), [Privacy Policy](#) and [Security Policy](#) (“**Zopim Terms**”);
  - ii. your use of Live Chat is subject to the Zopim Terms;
  - iii. you are a “visitor” for the purposes of the Zopim Terms; and
  - iv. Zopim does not guarantee the confidentiality or security of any information that you submit using the Live Chat.

## 6. NZX virtualTrading

- a. Access: To access NZX virtualTrading you will need to submit your first name and last name, E-Mail Address, and Password for your NZX virtualTrading account.
- b. NZX virtualTrading account: By providing NZX with your E-Mail Address and Password and accepting the Terms and the Privacy Policy, you consent to the creation of your NZX virtualTrading Account and the recording by NZX of any information you disclose to us (subject to the provisions of the Privacy Policy).
- c. NZX virtualTrading information: NZX virtualTrading is an educational service that provides a virtual platform for people to learn about key investing concepts by actively trading virtual



securities. All prices, transactions, positions and other information displayed on NZX virtualTrading are fictitious and non-binding. NZX virtualTrading is provided without warranties or representations of any kind, including as to accuracy or completeness of any data represented on NZX virtualTrading.

- d. Security: You must keep your Password safe and not disclose it to any other person. You should not keep a written or electronic record of your Password.
- e. Reliance on Email Address and Password: We require an Email Address and Password for authentication. You understand and agree that NZX is entitled to rely on the authenticity of the Email Address and Password supplied by you to access NZX virtualTrading or any other service provided by us. Once you are authenticated we may act on and rely on any instruction given without the need for further enquiry. Any instruction sent from your Email Address and Password once received by NZX shall be unconditional, irrevocable and binding on you.
- f. Changing your Password: NZX will arrange or provide a facility for you to select a new Password upon request, or if there has been unauthorised access to your NZX virtualTrading account. You must choose a Password that is secret, is known only to you and cannot be easily guessed. You must change your Password at reasonable intervals and in any event if you believe that the security of your Password has been compromised or there has been any unauthorised use of your NZX virtualTrading account.

## **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 NZX Sites;
- b. warn other users of your actions;
- c. issue a warning to you;
- d. suspend or cancel your access to the NZX Sites;
- 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.

We may decline to register, suspend, or terminate your MyNZX Account or NZX virtualTrading account without notice and without entering into discussions with you. Without limiting the foregoing, we may suspend or terminate your MyNZX Account or NZX virtualTrading account if a serious complaint or multiple complaints are received about you from other users, if you breach these Terms, if you impersonate another user, or if we, in our sole discretion, deem your behaviour to be unacceptable. If we suspend or terminate your MyNZX Account or NZX virtualTrading account, you must not create another one without our prior approval.



## **8. Access Outside New Zealand**

The NZX Sites can be accessed from other countries and may contain references to NZX products, services or programs that are not promoted in those countries. These references do not imply that NZX intends to promote such products, services or programs in those countries.

NZX does not represent that the Content on the NZX Sites is appropriate or available for use in other countries, and accessing the material from other countries or territories where such content is illegal is prohibited. Use of the NZX Sites is on the understanding and acceptance that you do so on your own initiative and you are solely responsible for compliance with local laws.

## **9. Disclaimer**

The NZX Sites are provided on an "as is" and "as available" basis. Your use of the NZX Sites is at your sole risk.

The content on the NZX Sites is for information only and does not constitute an offer, invitation, solicitation, or recommendation to engage in any transaction, or an opinion or recommendation in relation to acquiring or disposing of any financial product. The information is not provided in respect of a named or otherwise identifiable person, and does not take into account a person's particular financial situation or goals and should not be relied upon as a substitute for detailed advice from a financial advisor.

NZX does not promote, or make any representation to any person as to quality or suitability for any purpose of any financial product contained or referred to on the NZX Sites.

The Content on the NZX Sites is derived from sources believed to be accurate and current, subject to a delay of at least 20 minutes on some market data, and subject to data policies indicated on the NZX Sites. NZX disclaims and excludes all implied condition or warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, NZX does not represent or warrant that:

- a. the Content is reliable, accurate or complete; or
- b. any of the functions contained in any Content or your access to the NZX Sites, will be uninterrupted or error-free;
- c. the NZX Sites, our server or the Content are free of computer viruses or other harmful components, defects or errors; or
- d. your use of the NZX Sites or any Content will not infringe the intellectual property rights of third parties.

To the extent permitted by law, NZX has no obligation or liability to you, whether a claim is made in contract, tort (including negligence), equity or otherwise, and whether under statute, warranty, indemnity or any other obligation, to pay any direct, indirect or consequential losses, costs, damages, expenses or liabilities which may be suffered or incurred which may directly or indirectly arise out of or in connection with these Terms, the NZX Sites or the Content made available on the NZX Sites from time to time.



Where liability for breach of any implied warranty or condition cannot be excluded, NZX's liability is limited at the relevant party's option to either:

1. The supply of the goods (or equivalent goods) or services again; or
2. The payment of the cost of supplying the goods (or equivalent goods) or services again.

Any clause in these Terms, or part thereof, declared invalid shall be deemed severable and does not affect the validity or enforceability of the remainder.

## **10. Indemnity**

You must hold harmless and indemnify NZX from and against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages incurred or suffered by NZX arising from:

- a. Any breach by you of the Terms;
- b. Reliance by you on any information obtained through the NZX Sites;
- c. Your access and/or use of the NZX Sites; and
- d. Reliance upon, or use of, any Content by any person accessing any Content from your computer systems.

## **11. Advertising and Links to Other Websites**

The NZX Sites may contain links to third party websites. NZX does not control these linked websites and is not responsible for their content or their hyperlinks. NZX has in no way been involved with developing or reviewing the content on linked websites. Hyperlinks are provided to you for convenience only, and their inclusion does not imply that NZX endorses the linked website or has any responsibility for the Content or uses of such linked website. NZX provides no guarantees, representations or warranties as to the nature, content and reliability and is not liable for any electronic content delivered by a third party, including and without limitation to, the accuracy or reliability of any information, data, opinions, advice or statements made on those linked websites or the timeliness of any electronic content. You visit any such linked website entirely at your own risk.

Advertisements, including banner advertising, logos and information, materials and documents relating to or provided by third parties on the NZX Sites ("Third Party Material") may contain embedded hyperlinks to websites operated by third parties or their licensees or contractors. NZX does not recommend or endorse the products or services of those third parties. Third Party Material with representations or offers by the third party that are accepted by linking to the third party's website and executing a relevant transaction, are not made by NZX, and NZX has no responsibility or liability for such transactions. The third party is solely responsible to you for the delivery of any goods or services you purchase on the third party website.

## **12. Resolution of Disputes**

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.

If you wish to notify us of any dispute you have with us, you should contact [data@nzx.com](mailto:data@nzx.com).



### **13. Privacy Statement**

Our treatment of personal information is set out in our [Privacy Policy](#). By agreeing to these Terms or using the NZX Sites, you will be taken to have read and agreed to the terms of the Privacy Policy. You have the right under the Privacy Act 1993 to access and request to update and/or correct your personal information. If you want to check your personal information that we may have collected from you and hold (or to request the correction of any such information), please write to NZX at PO Box 2959, Wellington, New Zealand.

### **14. Governing law and jurisdiction**

The use of the NZX Sites and these Terms shall be governed by the laws of New Zealand and you submit to the exclusive jurisdiction of the courts of New Zealand.

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