

# TERMS AND CONDITIONS

aspiring millionaires working together

This website ("website") is owned by The Millionaires Network ("TMN"). Your use of this website is governed by these terms of use. By accessing and browsing this website you agree to be bound by these terms of use.

## 1. Definitions

- In these terms of use, unless the context otherwise requires: "Organisation" means an organisation on behalf of whom an individual may become a registered user or on behalf of whom access, or use, of this website is made. "Registered user" means any person who has correctly completed the TMN registration and has received confirmation from TMN of that person's successful registration.

"Services" means the services you may obtain through this website from time to time. "Username" means a form of identification a registered user of this website may use, together with a password, to gain access to certain parts of this website and certain information on this website, which is accessible only by registered users. "you" means:

- any person who accesses and uses this website; and
  - where an individual accesses or uses this website for or on behalf of an organisation, the organisation for on whose behalf such access or use is made.
- References to "your" have a corresponding meaning. Where the context permits, references to a "person" include an individual, firm, company, corporation or unincorporated body of persons, any public, federal, state, territorial or regional authority, any government, and any agency of any government or of any such authority.

## 2. Authority to bind organisation

- If you are accessing or using this website for or on behalf of an organisation, or are registering or have registered as a registered user on behalf of an organisation, you warrant that you have the appropriate authority and power to do so on behalf of the organisation and are authorised to accept these terms of use on behalf of the organisation.

## 3. Right to use website and content

- You may access, view, reproduce and print the content on this website provided you use that content only for informational and non-commercial purposes. Any reproduction must include a prominent acknowledgement of the rights of TMN in the relevant content.

#### 4. Registration, password and security responsibilities

- Certain services and information available through this website and certain parts of this website are available only to registered users. To become a registered user you must:
  - complete a TMN registration and receive confirmation from TMN of your successful registration;
  - be over the age of 18 and have legal capacity to contract;
  - provide accurate, complete and current information on TMN registration; and;
  - pay your membership subscription fee.
- TMN reserves the right to decline an application for registration at its absolute discretion. Registered users will have a selected username and password. If you are a registered user of this website, you will be responsible for all use of the website through use of your username and password and you are responsible for keeping your username and password secure and secret.
- The password you select should not relate to any readily accessible data such as your name, birth date, address and telephone number, driver's licence or passport. Neither should it be an obvious combination of letters and numbers such as sequential or the same numbers. If you believe an unauthorised person knows your password, you must notify TMN immediately and change your password as soon as possible.

#### 5. Additional terms

- You may need to agree to additional terms and conditions for particular services, promotions or competitions which may be made available to you from time to time through this website, prior to being able to use those particular services, promotions or competitions. Any such additional terms will be read in conjunction with these terms of use.
- To the extent of any inconsistency between these terms and any additional terms and conditions, the additional terms and conditions will prevail in relation to the particular services, promotions or competitions to which those additional terms and conditions apply.

#### 6. Your responsibilities regarding the use of the website

- You agree to use this website only for the purpose for which it is being provided. You agree not to use this website for any improper, injurious, offensive or unlawful purposes. You agree not to damage or disrupt this website. You are responsible for making your own assessment of the suitability of this website and the services and information available from this website, for achieving your purposes.
- You are responsible for any actions you take based on services or information obtained through this website, and all outcomes resulting from your use of those services or information. You are responsible for providing all technology, hardware, software and telecommunication facilities in order to access and use this website.

## 7. Intellectual property

- All intellectual property on this website is owned by TMN, our partners or content suppliers. No part of this website may be:
  - distributed or copied for any commercial purpose, nor incorporated in any other work or publication (whether in hard copy, electronic or any other form); or
  - resold, published, copied, reproduced, transmitted or stored (including in any other website or other electronic form) except that you may print, or download to your hard drive, extracts from the website only for informational and non-commercial purposes use;
  - without express prior written permission of TMN or, in the case of content owned by our partner or content suppliers, the relevant partner or content supplier's express prior written consent.

## 8. Content

- TMN has endeavoured to ensure the content published or displayed on this website is accurate. However, such content should not be attributed to TMN and the views expressed on this website may not necessarily reflect the views of TMN. The placement of any advertisements on this Website does not constitute the recommendation or endorsement of the advertisement by TMN.
- Although TMN has endeavoured to ensure the content on this website is current, accurate and complete, TMN does not guarantee that such content will be current, accurate or complete when you access it. TMN will take action, within a reasonable period of time, to correct any error or inaccuracy which is brought to our attention.

## 9. Disclaimer

- The information provided on this website is for general guidance only. Users of the information contained on this website must make their own assessment of the suitability and appropriateness of the services and information for their particular use. TMN does not accept any responsibility for:
  - the content, safety, description, worthiness, quality, or legality of any services or information you obtain from members or partners whether or not it is obtained through this website;
  - any advice or information you receive from members or partners whether or not it is received through this website; or
  - any transaction you enter into with a member or partner whether or not it is entered into through this website.

#### **10. All liability excluded**

- To the extent permitted by law:
  - all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this website or the content on, or accessed through, it, or any Services obtained from the website;
  - TMN will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this website, or the content on, or accessed through, this website; and
  - TMN will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with any Services obtained from this website.
  - If the New Zealand Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded or limited by the above. If you are using this website or its content for business purposes, the above exclusions and limits will apply and the New Zealand Consumer Guarantees Act 1993 will not apply. The exclusions and limits set out in these terms of use will also operate for the benefit of our partners, relevant suppliers, licensors and agents of TMN which we use to provide the website.

#### **11. Indemnity**

- You agree to indemnify TMN, our Partners, relevant suppliers, licensors and agents of TMN in respect of any loss, damage, cost or expense (including reasonable enforcement costs, whether incurred on a solicitor and own client base or otherwise) suffered or incurred by TMN as a result of any inaccurate or incomplete information provided by you to TMN or any breach by you of any of your obligations under these terms of use or any other applicable terms and conditions for other services, promotions or competitions on this website (including any acts or omissions of your employer, contractors or agents).

#### **12. Hyper linking**

- If you wish to link to any part of this website, you must obtain the prior written consent of TMN. TMN reserves the right to prohibit links to this website and you agree to remove or cease any link upon request from TMN. You may not frame any part of the material on this Website by including advertising or other revenue generating material.

#### **13. Third party websites**

- This Website may contain links to third party websites. These websites have not been prepared by and are not controlled by TMN. They are provided for your convenience only, and do not imply that TMN checks, endorses, approves or agrees with third party websites this website links to. To the extent permitted by law, TMN has no liability in respect of any third party websites this website links to.

## 14. Privacy policy

- The privacy policy governs the collection, use and disclosure of your personal information by TMN. The privacy policy forms a part of these terms of use. Where you provide personal information to become registered to use this website, or to obtain any service or information through this website, that personal information must be correct, complete and up-to- date when you provide it.
- You agree to advise TMN as soon as possible if the personal information provided changes, or you become aware of any inaccuracy in the personal information you have provided. If you are providing personal information relating to any person other than yourself, you warrant that you are authorised to provide that information.

## 15. Cookies

- TMN may use "cookies" to provide you with access to tailored information and services on this website, and to serve you better when you return to it. A cookie is a small data file that the website sends to your browser, which may then store it on your system for later retrieval by the website. Cookies track your movements through different websites; they do not record any other personal information about you. Cookies are widely used on websites to help with navigation and to help personalise your experience when you visit a website.
- TMN may use non- personalised statistics about the use of this website to continually improve it and improve customer service. These statistics do not comprise personal information.

## 16. Compliance with law

- You agree that you will at all times comply fully with all relevant laws, ordinances, rules, regulations and orders of all relevant regulatory bodies in relation to any of the Services or information made available to you through this website.

## 17. Termination

- You may cease to be registered by giving 14 days notice that TMN remove your registration and disable your username and password. TMN may cancel your registration and disable your username and password by giving you 14 days notice or may do so immediately without notice if you breach any of these terms of use or any other applicable terms and conditions for other services, promotions or competitions on this website. If you cease to be registered it will not affect any rights or obligations which have accrued by either you, TMN or any one of our Partners prior to you ceasing to be registered.

## 18. Amendments

- TMN may amend these terms of use from time to time so you should check and read these terms of use regularly. By continuing to use this website after any such amendment, you are deemed to have agreed to the amended terms of use.

**19. Jurisdiction and governing law**

- This website and content has been prepared in accordance with the requirements of New Zealand law. These terms of use and any matters or disputes connected with this website will be governed by New Zealand laws and will be dealt with by New Zealand courts.

**20. Contacting us**

- If you have any questions or concerns in relation to the website or these terms of use, please contact us.