

# Website Terms of Use

The website at [www.silverharbourcapital.co.nz](http://www.silverharbourcapital.co.nz) (the **Website**) is owned by Silver Harbour Limited (**Silver Harbour Capital, us or we**). These terms of use apply to your browsing and use of the Website. By accessing the Website you agree to be bound by them.

## Amendments

We 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 the Website after any such amendment, you are deemed to have agreed to the amended terms of use.

## Website availability

You acknowledge that the Website and/or some functionality may not always be available. Silver Harbour Capital will not be liable to you in respect of any inability to access or use the Website at any time.

## Intellectual Property

All intellectual property on the Website, including without limit, the text, graphics and copyright works is owned by us (or our relevant content supplier). We are the exclusive owner of all rights in the compilation, design, and layout of the Website.

## Site Rules

You may access, view, reproduce and print the content on the Website provided you only use that content for your personal use or otherwise in relation to using or considering using any of the services we provide through the Website.

If you wish to link to any part of the Website, you must obtain our prior written consent.

## 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 the Website or the content on or accessed through it; and
- we 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 the Website or the content on or accessed through it.

If the Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded nor limited by the above. If you are using the Website or its content for business purposes, the above exclusions and limits will apply and the Consumer Guarantees Act 1993 will not apply.

Although we have tried to ensure the content on the Website is current, accurate and complete, we do not guarantee that such content will be current, accurate or complete when you access it. We will take action, within a reasonable time, to correct any error or inaccuracy which is brought to our attention.

### **Third Party websites**

The Website may contain links to third party websites. These websites have not been prepared by and are not controlled by us. We do not check, endorse, approve or agree with third party websites the Website links to.

### **Privacy Policy**

The Privacy Policy available on the Website governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these terms of use.

### **Jurisdiction and Governing Law**

The Website and content have been prepared in accordance with the requirements of New Zealand law. These terms of use and any matters or disputes connected with the Website will be governed by New Zealand law and will be dealt with by New Zealand courts.