



Kingbird
Limited

Website Terms of Use

The purpose of these Website Terms of Use is to explain to a visitor the terms and conditions on which they visit and use this website operated by Kingbird Limited. Please read these Terms of Use carefully before using the Kingbird website.

Acceptance of Terms

These Terms of Use are to be read in conjunction with Kingbird's Privacy policy. By accessing the Kingbird website, you indicate that you have read and agreed to these Terms of Use and the Website Privacy Policy.

It is a condition of your use of this website that you observe our Website Terms of Use at all times.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is your responsibility to check the Website Terms regularly for any changes.

Applications for Credit: Nothing in this website is to be construed as Kingbird making any offer to enter into any transaction or relationship with you. For full details of up to date service information, charges, interest rates, terms and conditions, and any special offers you should contact us by email or telephone. Notwithstanding any information on this website, any application for credit from Kingbird will be subject to Kingbird's and/or the Financial Provider's usual lending criteria as applicable at the time of application, together with lending fees, transaction fees and interest as applicable at the time of application. Kingbird strongly recommends that you seek independent advice before acting on any information on this website. This website is not designed for the purpose of providing personal financial or investment advice.

Website Tools

The calculators and other interactive tools that may be used on this web website from time to time are intended to be illustrative only. Kingbird does not represent or warrant the accuracy, adequacy or completeness of any information provided by those calculators and interactive tools.

Website Information

The information on this website has been provided by Kingbird for informational purposes. Kingbird does not warrant the accuracy or completeness of the materials on this website. Kingbird does not accept any

liability for any loss or damage directly or indirectly arising from any information contained on this website.

Kingbird may at any time change the information available on this website, without notice, including discontinuing all or any aspects of this website. Kingbird will not be liable for any loss or damage, which may arise directly or indirectly as a result of such changes.

No content on this website can or may change any contract for products or services that you may have with Kingbird.

When transmitting your personal information over this website, you should remember that the Internet is not a secure environment.

The Services

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

Child Supervision

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

User Account, Password & Security

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will Kingbird be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

Termination

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

Third Party Websites

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Kingbird is not responsible for the content or availability of any such sites.

Intellectual Property Rights

The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

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Disclaimers

Use of the Website/Services is at your own risk. The Website/Services are provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, Kingbird will not be liable for any direct, indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

You agree to indemnify and hold Kingbird harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against Kingbird by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses

(including reasonable legal costs and expenses) howsoever suffered or incurred by Kingbird in consequence of your breach of these Terms and Conditions.

Materials on this website may contain inaccuracies and typographical errors. Kingbird does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the website. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Kingbird reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the website. Kingbird may make any other changes to the website, the materials and the products, programs, services or prices (if any) described in the website at any time without notice.

Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

Governing Law

The use of this website and these Terms and Conditions are to be governed by the laws of New Zealand, and any disputes arising out of the same shall be resolved by the exclusive jurisdiction of the Courts of New Zealand.

Notification of Changes

All the terms and conditions are subject to change without notice.

Questions or Comments

If you have any questions or comments about the Kingbird Website's Terms of Use and/or the way it affects you, please contact us on admin@kingbird.co.nz

These terms were last updated on 26th April 2021