

# BUNDLL APP TERMS OF USE

Effective as at May 2021



## BUNDLL – APP Terms of Use

By using our Bundll App you agree to be bound by these Terms of Use:

### Application

These Terms of Use apply in addition to any obligations you may have under a Bundll Contract you have with us ("Product Terms and Conditions").

Your use of and reliance on the bundll App, the Service and the Material is governed by these Terms of Use and the Privacy Policy.

In addition to the terms in these Terms of Use, there may also be specific terms governing Your Use of, and access to, certain sections of the Bundll App. Those specific terms also form part of these Terms of Use and you will be bound by them. You will be presented with these specific terms prior to accessing these sections on the Bundll App. You should review these terms on the Bundll website <https://www.bundll.com/nz/>;

Unless we say otherwise, terms defined in our Product Terms and Conditions have the same meaning in these Terms of Use.

Use of our Service and any of the information on our Service is subject to these Terms of Use.

### 1. Introduction

#### 1.1. In these Terms of Use:

- (a) **Access Code** means the code required for you to access the Service, and which we authorise and accept as authority from you for us to act on an instruction given to us using the Service. It includes a Password, PIN, Passcode or biometric information such as a fingerprint or facial recognition data.
- (b) **Bundll Account** means the "Account" as defined in the Product Terms and Conditions.
- (c) **Bundll App** means the online interface provided to you by us to use the 'Bundll' product. It includes the application called 'Bundll' available in the Apple App Store or the Google Play Store.
- (d) **Bundll Contract** means a contract we have with you that includes either of the documents entitled 'Bundll Terms and Conditions' or 'Superbundll Terms and Conditions and Credit Guide'.
- (e) **Bundll Transaction** has the meaning given to 'Transaction' in your applicable Product Terms and Conditions.
- (f) **Business Day** means any day on which banks in Auckland are able to effect settlement through the Reserve Bank of New Zealand
- (g) **Device** means an item that we give you to perform a Bundll Transaction using the Service, for example, a token issued by us that generates an Access Code. It does not include an email address, Password or Access Code.
- (h) **Funding Source** means any Visa or Mastercard debit card or credit card and any other payment method we accept from time to time (including account(s) with a bank or other financial institution, Apple Pay and Google Pay), the details of which you have added to the Bundll App and have authorised us to debit amounts due in accordance with the Bundll Contract.
- (i) **Material** means the information, graphics, data, content and any other materials in the Bundll App.
- (j) **Password** means an alphanumeric password used in conjunction with your email address in order to access our Service.
- (k) **PIN** or Passcode means the 'Personal Identification Number' used to access the Bundll App.
- (l) **Service** means the functionality made available through the Bundll App.
- (m) **SMS** means the telecommunications "short message service" technology which may allow text messages to be sent to your mobile phone.
- (n) **Verification Code** means the 8-digit temporary Password referred to in clause 4.1(e) (Access rights) and sent by SMS to your mobile device when you seek to register for Bundll App.

- (o) **we, our, us or columbus** means Columbus Financial Services Limited NZBN 9429041632529 and its successors and assignees.
- (p) **you or your** means a Bundll Account holder

### 2. Agreement for online use

- 2.1. We offer to make the Service available to you to enable you to access your Bundll Account in accordance with these Terms of Use.

### 3. Other Terms of Use

- 3.1. In the event of any inconsistency between the interpretation of these Terms of Use and the Product Terms and Conditions, the latter will prevail.

### 4. Access rights

- 4.1. To use the Service in connection with a Bundll Account, you will need to apply for a Bundll Account to be established in your name. We may or may not accept such an application in our discretion. To apply for a Bundll Account you will need:
  - (a) an email address;
  - (b) a valid New Zealand mobile number;
  - (c) to provide copies of or access to any information we require for the purpose of verifying your identity and assessing your application;
  - (d) a Funding Source; and
  - (e) a Verification Code.
- 4.2. During registration, we will ask you to set up your own unique Password and you must also create a Passcode to access the Bundll App. You may also be given an opportunity to use biometric information such as fingerprint or facial data. Selecting a Passcode or using biometric information to login to the Bundll App are alternatives to entering the Password to access the Bundll App. Please refer to clause 6 (Your security responsibilities) and 7 (Process for reporting loss, theft or misuse of a device or the Access Code becoming known to someone else) for your security responsibilities.
- 4.3. Once you are registered, you may use our Service in accordance with these Terms of Use and as otherwise directed by us from time to time.
- 4.4. You may also be required to verify your identity via any other method we may determine from time to time. For example, you may access the Service from different equipment. We may also require you to authenticate your identity, for example when using a new device you have not previously used to access the Service. For enhanced security, we may collect the unique identifier of each piece of equipment you use (for example the IMEI of a mobile phone) to access the Service. If we do not recognise the unique identifier of the equipment used to access the Service, we may deny or restrict access, subject to authentication of your identity.
- 4.5. If you provide us your email address, you must notify us promptly if your email address changes. It is important we have your correct email address as we may use this address to notify you of changes to these terms or to the Service.
- 4.6. You agree that we may send to your New Zealand mobile number SMS codes such as the Verification Code. You must ensure that the mobile phone number you provide to us is accurate and you must notify us promptly if your mobile phone number changes.
- 4.7. It is important we have your correct mobile phone number as we may use this number to authenticate access to the Service.
- 4.8. We will endeavour to provide you with uninterrupted access to the Service subject to any necessary downtime required for system maintenance or repairs or as a result of an event outside of our control such as your internet connection. We will not be liable to you for any inability to access the Service or any interruption to the availability of the Service, subject to any exceptions set out at the end of clause 23 (Service limitation of liability).
- 4.9. You can only use the Service if:
  - (a) you provide us with accurate, complete and up-to-date information and do not represent your identity or any other information about you;

- (b) you agree to these Terms of Use and our Privacy Policy <https://www.bundll.com/nz/docs/privacy-policy.pdf>;
- (c) you comply with all laws and regulations applicable to your use of the Services.

### 5. Requesting a Physical Card

- 5.1. you may request a Physical Card through the Bundll App (if available).

### 6. Our authority

- 6.1. As an alternate to using your Password, You can sign in to the Bundll App by using either a Passcode or biometric information where your mobile phone, tablet or other device allows you to control access to it using, for example, any fingerprint or facial data that you store in the mobile phone. Each time the device registers a use of biometric information, and a Bundll Transaction is authorised through the Bundll App, you instruct us to perform those Bundll Transactions. If you do allow anyone else's biometric information to be stored on your device, they will be able to access your accounts and considered authorised to do so and you will be responsible for their actions and transactions.
- 6.2. You authorise us to allow any Bundll Transaction or act on any instructions received on a Bundll Account for which the correct Access Code has been provided.
- 6.3. You acknowledge that subject to the sections on liability for unauthorised Bundll Transactions at clause 11 (Your liability for unauthorised use of your Access Code and/or the Service) and Service limitation of liability at clause 23 (Service limitation of liability), you will be liable for any misuse of the Service including Bundll Transactions on the accounts or any failure to observe these Terms of Use.
- 6.4. Subject to clause 13 (Your liability for unauthorised use of your Access Code and/or the Service), You are responsible for all instructions authorised by the use of your Access Code regardless of whether that instruction is from you or from another person and whether or not the use of that Access Code is with your knowledge or consent. You agree we have no additional duties to make any enquiry as to the authority or identity of the sender of that instruction. You agree that any person who supplies us with your email address, Password and/or Access Code will be allowed access to the Service and your Bundll Account.

### 7. Your security responsibilities

- 7.1. You agree to use a distinct Password or other Access Code in accessing the Service and to take all reasonable steps to ensure that no other person has access to your Password, Bundll App Passcode or any other Access Code.
- 7.2. If you enter your Bundll App PIN incorrectly 3 consecutive times, you will need to enter your email address and Password to access the Bundll App and create a new Passcode.
- 7.3. If you wish to sign in to the Bundll App using biometric information, you should ensure that only your biometric information is stored on the device used to access the Bundll App. In addition to ensuring that your device is secure, it is very important that each Passcode and any biometric information used in connection with that mobile phone remain secure. If biometric information is used or enabled on your Bundll App, you consent to us collecting the biometric information you provide for the purposes of identifying you and otherwise for use in accordance with our privacy policy <https://www.bundll.com/nz/docs/privacy-policy.pdf>;
- 7.4. You must follow the steps below to protect against the unauthorised use of any Access Code:
  - (a) never reveal or tell any Access Code to, or allow it to be seen by, another person including family and friends or our staff;
  - (b) do not lend any Access Code to anybody;
  - (c) try to memorise the Access Code and destroy any documentation or communication that contains an Access Code;
  - (d) do not record your Access Code on your Physical Card or on anything which is kept with or near the Physical card;

# BUNDLL APP TERMS OF USE

Effective as at May 2021



- (e) do not record your Access Code on a computer or related articles without making a reasonable attempt to disguise the Access Code or prevent unauthorised access to the record;
- (f) do not keep a record of the Access Code with any document containing details of your Bundll Account (e.g. transaction history) without making a reasonable attempt to protect the security of the Access Code;
- (g) do not keep a record of the Access Code with your usual list of emergency phone numbers;
- (h) use care to prevent anyone seeing the Access Code being entered on electronic equipment including a mobile phone;
- (i) immediately report the loss, theft or unauthorised use of your Access Code to us by web chat on bundll.com/nz or call us on 0800 189 236 otherwise if you still have access to your Device, log in and suspend your Bundll Account;
- (j) do not act with extreme carelessness in failing to protect your Access Codes;
- (k) when selecting your Access Code, do not use an Access Code that can be easily guessed such as one that represents your birth date or a recognisable part of your name;
- (l) examine your periodical statement immediately upon receiving it to identify and report to us as soon as possible, any instances where your Bundll Account has been used without your authority; and immediately notify us of any change of address.
- 7.5. You agree to use reasonable care when accessing the Service to ensure that your Access Code is not disclosed to any other person.
- 7.6. You agree to use reasonable care when accessing the Service to ensure that you have logged out of the Service prior to allowing any device to be accessed by any other person and to immediately notify us if you believe that the Service has been accessed by another person who is not authorised to access the Bundll Account.
- 8. Process for reporting loss, theft or misuse of a device or the Access Code becoming known to someone else**
- 8.1. You must notify us immediately if:
- (a) you believe an Access Code or a Device has or may have been misused or lost or stolen;
- (b) you believe an Access Code has or may have become known to someone else; or
- (c) if you believe that someone other than you has accessed or logged into the Service with your email address and Password (for example if the time you are shown to have last logged into the Service is not the last time that you recall being logged into the Service).
- 8.2. To notify us, contact us via web chat or call us on 0800 189 236. We will acknowledge the notification by giving you a reference number. You should retain this number as evidence of the date and time of contacting us. We will need to ask you questions to obtain as much information as possible. You may be required to provide us with a written report.
- 9. Use of the Service and Bundll Account information**
- 9.1. You may use the Service to request various actions or see various information in relation to your Bundll Account and, where applicable, your Digital Card. For example:
- (a) activate your Digital Card and/or Physical Card;
- (b) select or change a Passcode for your Digital Card and/or Physical Card;
- (c) create a secure Password;
- (d) review your Bundll Account summary;
- (e) review your most recent Bundll Transactions and any applicable promotions;
- (f) make a Bundll Transaction;
- (g) check your balance;
- (h) make a payment;
- (i) update Your details;
- (j) change your Password or Passcode;
- (k) request certain actions on your Bundll Account (like pause or close your account and change your PIN);
- (l) request to close your Bundll Account;
- (m) request an increase in your credit limit (if available);
- (n) request a decrease in your credit limit (if available);
- (o) change your repayment day once every three (3) months.
- (p) edit or add a new funding source;
- (q) activate various in-app notifications;
- (r) trigger a repayment from a funding source; and
- (s) access and use your Digital Card.
- 9.2. You agree that you will not attempt to modify the content or appearance of the Service or the Bundll App, or otherwise interfere with the operation of either of them.
- 9.3. You agree that you will not use the Service for any purpose other than carrying out enquiries on your Bundll Account and/or administering your Bundll Account.
- 9.4. We may add, change, remove or amend any of the content or functions of the Service by providing notice to you. Not all content or functions may be available at all times.
- 9.5. Information about your Bundll Account available on the Service concerning Bundll Transactions and balances may not always be up to date. The information available on the Service may not include all pending Bundll Transactions or payments that have not yet been processed and that may need correction.
- 9.6. We reserve the right to vary the types of Bundll Transactions that can be carried out using the Service.
- 10. Restrictions on access to the Service**
- 10.1. The Service is available for the enquiries and Bundll Transactions specified by us from time to time.
- 10.2. Only you, as the Bundll Account holder, can use the Service to access a Bundll Account.
- 10.3. You must not initiate, engage in or effect a Bundll Transaction that may be in breach of New Zealand law or sanctions (or the law or sanctions of any other country).
- 10.4. We may delay, block, freeze or refuse any Bundll Transaction, if we have reasonable grounds to believe it will breach New Zealand law (or the law or sanctions of any other country) or we suspect there may be a fraudulent use, or a security issue has arisen which requires further investigation. If we do so, we will not be liable to you or any other person for any loss or damage suffered as a result of the delay, block, freeze or refusal.
- 11. Prohibited use of the Services**
- 11.1. You must not and you must not enable another person to:
- (a) use the Bundll App or the Services in any manner that is illegal or violates any applicable law or regulation;
- (b) attempt to circumvent or disable the Bundll App or the Services by any means or in any manner;
- (c) attempt to modify, copy, adapt or reproduce any part of the Bundll App;
- (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the Bundll App;
- (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or disclose the Bundll App or the Services to any third party;
- (f) use the Bundll App or the Services in any manner to aid in the violation of any third party intellectual property, including but not limited to another's copyrights, trade secrets and patents;
- (g) take any action that interferes in any manner with our rights with respect to the Bundll App or the Services;
- (h) attempt to undermine the security or integrity of the Bundll App or the Services or where any and all part of the Bundll App or the Services are hosted by a third party, that third party's computing systems and networks;
- (i) use the Bundll App or the Services in any way which may impair the functionality of the Bundll App, the Services or other systems used to deliver the Bundll App or the Services or which may impair the ability for other users to use the Bundll App or the Services;
- (j) attempt to gain access to any systems or Materials, other than those to which you have been given express permission to access;
- (k) transmit, input or otherwise use with the Bundll app or the Services any files that may damage any other person's device or software, content that may be offensive or material in violation of any law;
- (l) access or use the Bundll App or the Services for any purpose other than for which it is provided by us including for competitive evaluation, spying, creating a substitute or similar product or service or any nefarious purpose;
- (m) scan or test the vulnerability of any of Our infrastructure without our express prior written permission;
- (n) overload, flood or spam any part of the Bundll App or the Services; or
- (o) use the Bundll App or the Services to attempt to access any data you are not authorized to access or initiate payments except from your Bundll Account.
- 12. Bundll Transactions through the use of the Service**
- 12.1. This section only applies to Bundll Transactions that are completed through the use of the Service.
- 12.2. We will provide you with information about the maximum limits on the amounts which you may pay in respect of your Bundll Account using the Service before you first perform a Bundll Transaction to the extent that we know this information.
- 12.3. These limits may be varied in accordance with the Product Terms and Conditions.
- 12.4. You acknowledge that third party organisations may impose additional restrictions on the amount of funds that may be paid or transferred.
- 12.5. If you ask us to make a payment or transfer using the Service prior to 11:55 am (in Auckland, New Zealand) on a day, in most cases the payment or transfer will be processed by us on that day. Otherwise, payments and transfers will be processed on the next Business Day. We are not liable to you for any failure to process any payment or transfer on the date you authorise the Bundll Transaction.
- 13. Your liability for unauthorised use of your Access Code and/or the Service**
- 13.1. This section only applies to Bundll Transactions that are initiated using electronic equipment and are not intended to be authenticated by comparing a manual signature with a specimen signature. This clause 11 (Your liability for unauthorised use of your Access Code and/or the Service) does not apply to any Bundll Transaction that is performed by you or a person who performed a Bundll Transaction with your knowledge and consent, or authorisation.
- 13.2. You are not liable for losses caused by unauthorised Bundll Transactions:
- (a) where it is clear that you have not contributed to the loss;
- (b) that are caused by the fraudulent or negligent conduct of employees or agents of us or any organisation involved in the provision of the system under which Bundll Transactions using the Service are processed or any merchant;
- (c) that are caused by the same Bundll Transaction being incorrectly debited more than once to the same Bundll Account;
- (d) that are caused by a Device, email address, Password or Access Code that is forged, faulty, expired or cancelled;
- (e) occurring after we are notified that a Device or Access Code has been misused, lost or stolen, or that security of an Access Code has been breached; or
- (f) a Bundll Transaction requiring the use of a Device or Access Code that occurred before you received the Device or Access Code.
- 13.3. You are liable for all Bundll Transactions on your Bundll Account using the Service where an Access Code is used with your authorisation. You are also liable for any loss arising from any unauthorised Bundll Transaction if the loss occurs before notification to us that a Device, email address, Password or Access Code has or may have been misused or lost or stolen, or your Access Code has or may have become known to someone else and on the balance of probability, you have contributed to the losses through:

# BUNDLL APP TERMS OF USE

Effective as at May 2021



- (a) fraud or failure to look after and keep the Access Code secure or extreme carelessness in failing to protect the security of an Access Code; or
- (b) unreasonably delaying reporting to us the misuse, loss or theft of a device, email address, Password or the Access Code becoming known to someone else, but only if the loss occurs between the time you did become or reasonably should have become aware of these matters and the time of reporting to us.
- 13.4. However, you are not liable for that portion of losses:
- (a) that exceeds any applicable daily or periodic Bundll Transaction limits set on the Bundll Account;
- (b) which exceeds the credit limit on the Bundll Account; or
- (c) incurred on any account which you had not agreed with us could be accessed using the Device, email address, Password and/or Access Code.
- 13.5. Where more than one Access Code is required to perform a Bundll Transaction and one or some, but not all Access Codes became known to someone else, you are liable under clause 11.3(a) (Your liability for unauthorised use of your Access Code and/or the Service) for unauthorised Bundll Transactions if, on the balance of probability, the fact that some but not all Access Codes became known to someone else was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- 13.6. Where an Access Code was required to perform the unauthorised Bundll Transaction and clauses 11.2 or 11.3 (Your liability for unauthorised use of your Access Code and/or the Service) do not apply, your liability for any loss of funds arising from an unauthorised Bundll Transaction using a Device, email address, Password or Access Code, if the loss occurs before notification to us that a Device has been misused, lost or stolen or the email address, Password or Access Code has become known to someone else, is limited to the lesser of:
- (a) \$150;
- (b) the actual loss at the time the misuse, loss or theft of the Device, email address, Password or the Access Code becoming known to someone else is reported to us, excluding the portion of losses that exceeds any applicable daily or periodic Bundll Transaction limits set on the Bundll Account; or
- (c) the credit limit of your Bundll Account.
- 14. Checking your account records**
- 14.1. You should check your Bundll Account records carefully. If you believe a transaction is wrong or unauthorised you must inform us as soon as possible by contacting us to resolve the matter in accordance with the applicable Product Terms and Conditions.
- 14.2. It is recommended that you check and retain all Bundll Transaction slips, receipts and payment or transfer reference numbers issued to you after conducting a payment or transfer using the Service, to assist in checking Bundll Transactions against your statements and in case you have any queries in relation to the Bundll Transaction.
- 15. Malfunction**
- 15.1. You will not be responsible for any loss you suffer because the Service accepted an instruction but failed to complete the Bundll Transaction.
- 15.2. If the Service malfunctions and you should reasonably have been aware that the Service was unavailable or malfunctioning, we will only be responsible for correcting errors in your Bundll Account and refunding to you any charges or fees imposed on you as a result.
- 15.3. Biometric information can only be turned on for the Bundll App if it is available on your device model and has been enabled by you on your device. Biometric information are technologies provided by vendors external to us and accordingly we are not responsible for any malfunction in such technologies or if the provider of the technology makes any changes to their technology that impacts the way you access the Bundll App.
- 16. What should you do if the service is not available?**
- 16.1. The Service may not always be available.
- 16.2. If for any reason you are unable to use the Service, it is your responsibility to use other means of making Bundll Transactions and obtaining information. You can call us on 0800 189 236.
- 17. Steps you must take if you have a complaint**
- 17.1. If you wish to make a complaint or have a concern in relation to the Service, please do so in accordance with any applicable Product Terms and Conditions. If there are none, please contact us by web chat on [www.bundll.com/nz](http://www.bundll.com/nz). We will investigate your complaint or concern and may ask you to provide further information.
- 18. What should I do if I think I have made a mistake?**
- 18.1. If you tell us, using the Service, to make a payment or transfer and after we have made that payment or transfer you discover that:
- (a) the amount you told us to pay or transfer was greater than the amount you needed to pay or transfer; or
- (b) you made a mistake in telling us to make a payment or transfer to a particular account, you should contact the recipient to obtain a refund
- 18.2. In neither case will we be responsible for any loss you may incur. Accordingly, special care should be taken by you when using the Service to ensure the details and instructions You give us are correct.
- 19. Variation to these Terms of Use**
- 19.1. We may change these Terms of Use without your consent:
- (a) to comply with any law or regulation;
- (b) to reflect any decision of a court, ombudsman or a regulator;
- (c) to correct an error or to simplify them;
- (d) for security reasons;
- (e) for any other reason, including as a result of changed industry practice, circumstances or environment or changed features.
- Unless these terms say otherwise, we will give You 20 days' written notice of any change. However, unless the law requires us to, we do not have to give advance notice if the change is required for the security of the system or individual accounts including the prevention of criminal activity or fraud.
- 20. Communications**
- 20.1. Communications in connection with these Terms of Use and the Service must be given in accordance with these Terms of Use.
- 20.2. Communications over the internet are deemed to have been received when the communications enter the recipient's computer or servers.
- 20.3. Communications are deemed to be sent from where the sender has its place of business or residence and is deemed to be received where the recipient has its place of business or residence.
- 20.4. By agreeing to these Terms of Use, you also consent to receive communications (which includes disclosure information about your Bundll Account and your Bundll Contract and any other documents, notices and statements) in electronic form and by electronic means, including by using any electronic message address specified by you or by communicating with you through the Bundll App for that purpose. By consenting to receive communications electronically:
- (a) paper documents may no longer be given;
- (b) electronic communications must be regularly checked for communications from us; and
- (c) you agree that the Product Terms and Conditions relating to communications and information (including electronic communications) will prevail over these Terms of Use in the event of any inconsistency.
- 21. Email addresses**
- 21.1. During your application, you must provide a valid email address for delivery of email notifications of your statements and other documents. You can change your nominated email address at any time through the Service.
- 21.2. You must keep your nominated email address current and active.
- 21.3. By choosing to receive statements and/or communications electronically, you agree to:
- (a) Check the status of your account regularly by logging in to the Services;
- (b) check your emails regularly for any notifications from us;
- (c) ensure your mailbox can receive notifications for example; it has sufficient storage space available;
- (d) ensure your mailbox junk mail and spam filters allow receipt of emails from us;
- (e) tell us if you are unable to access your email or the Service for any reason;
- (f) regularly check the Service for information from us (if any), regardless of whether or not you have received an email notification from us; and
- (g) take reasonable and appropriate security measures in relation to your devices, including protection from any viruses or any form of program or mechanism capable of recording your email address and Access Codes.
- 22. Privacy**
- Our Privacy Policy explains the way we collect, hold, use and disclose your personal information. The Privacy Policy is accessible at <https://www.bundll.com/nz/docs/privacy-policy.pdf>. By agreeing to these Terms of Use, you also consent to Our collection, use, storage and disclosure of your personal information in accordance with the Privacy Policy.
- 23. Bundll Account discrepancies**
- 23.1. You must notify us immediately if you believe there is any error or discrepancy relating to your Bundll Account details or you have become aware of any unauthorised Bundll Transaction on your Bundll Account.
- 23.2. You can contact us by calling us on 0800 189 236 or by emailing us at [customer.nz@bundll.com](mailto:customer.nz@bundll.com) or in writing to Private Bag 94013, Auckland 2241.
- 24. Warranties**
- 24.1. While we have made every effort to ensure that the Bundll App is free from error, the Bundll App is provided on an "as is" and "as available" basis. We do not warrant the accuracy, adequacy, suitability or completeness of the Bundll App, the Service or any of the Materials. Use of the Service and the Bundll App is at your own risk. We do not guarantee that the Service or any third-party websites linked to in the Bundll App will be free from viruses or errors, that the Service will be available, or that access to the Service or any third-party websites will be uninterrupted.
- 24.2. You are responsible for taking appropriate precautions for the protection of your computer system and data.
- 25. Service limitation of liability**
- 25.1. We are not liable to you, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, arising out of:
- (a) your use of the Service;
- (b) your use of or reliance on any Material
- (c) any variation, suspension or termination of use of the Service;
- (d) any unauthorised use of your Access Codes;
- (e) any system or telecommunications failure;
- (f) any fault, error or defect in the design of the Service;
- (g) any fault, or failure resulting in a loss of access to the Service;
- (h) any event outside our reasonable control;
- (i) any error or inaccuracy in any information appearing on the Service;
- (j) the Service not always being available;
- (k) your use of third-party websites; or
- (l) third party material, unless the losses, damages, liabilities, claims or expenses arise from the fraud, negligence or wilful misconduct of us or our contractors.

# BUNDLL APP TERMS OF USE

Effective as at May 2021



- 25.2. Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at Our option, to:
- (a) the supply of the goods or services again;
  - (b) the repair of the goods; or
  - (c) the cost of having the goods or services supplied again or repaired.
- 25.3. We shall not be liable to you for any indirect, extraordinary, exemplary, punitive, special, incidental or consequential damages however arising, even if We are aware of the possibility of such damage.

## 26. Copyright and trade marks

- 26.1. Title to and ownership of intellectual property rights in:
- (a) The Material and any other content displayed in or accessed through the Bundll App, are owned by us or licenced to us. These Terms of Use give you no rights to such content; and
  - (b) In the Bundll App and any modifications to it remain the property of us and our successors and assigns.
- 26.2. Copyright in the Material is owned by or licensed to Us.
- 26.3. Except where necessary for viewing the Material or as permitted under any applicable laws or these Terms of Use, no Material may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without the specific written consent of us.
- 26.4. You must not use any trademark displayed on the Service in any way without our express written consent.

## 27. Termination and suspension

- 27.1. Subject to any applicable Product Terms and Conditions, your use of and access to the Service may be terminated at any time by Us if we decide to no longer continue to offer the Service. We will give you prior notice if that occurs.
- 27.2. We may suspend your access to the Bundll App or the Services if we consider it necessary to protect our, your or any other person's or network's security, or the security of the Bundll App, including if we believe there is a risk of unauthorized or fraudulent activity connected with your Email Address and Access Code.
- 27.3. We may suspend access to the Bundll App and/or terminate these Terms of Use immediately if:
- 27.4. you breach any provision of these Terms of Use;
  - 27.5. we reasonably suspect that you are attempting to decipher, decompile or reverse engineer the Bundll App or the Services or any part of them;
  - 27.6. we consider that your use of the Bundll App or the Services is inappropriate, improper or unlawful; or
  - 27.7. anything outside our control occurs which has the effect of compromising our ability to provide you with the Bundll App or the Services.
- 27.8. All disclaimers and limitations of liability by us and any other clause of these Terms of Use which is by its nature intended to survive termination of your access to the Services or termination of the Terms of Use, will survive termination of your access to the Service and termination of the Terms of Use.

## 28. Use of this Service

- 28.1. Use of this Service and any of the information it contains is subject to these Terms of Use and your Product Terms and Conditions.

## 29. Independent advice

- 29.1. Information provided on our Bundll App is not intended to comprise personal, financial or investment advice.
- 29.2. If you intend to act on any information on our Service, you are strongly advised to obtain independent legal or accounting advice.

## 30. Governing Law

- 30.1. These Terms of Use are governed by New Zealand law and are subject to the exclusive jurisdiction of the Courts of New Zealand.

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