



## Website terms of use and privacy

### TERMS OF USE

This page tells you the terms of use on which you may make use of our website [www.kingshield.co.nz](http://www.kingshield.co.nz) ("our website"). Please read these terms of use carefully before you start to use the website. By using our website you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

### Information about us

Our website is operated by Kingshield Investments Limited (hereinafter "Kingshield"). Kingshield is a registered company in New Zealand under the company registration number 6209149 and its registered office at Albany Chartered Accountants Ltd, Mercari Business Centre, 15 Mercari Way, Albany, Auckland, 0752, New Zealand. Physical address is Building 1, Unit C, 2B William Pickering Drive, Rosedale, Auckland 0632.

### Accessing our website

Access to our website is permitted on a temporary basis and Kingshield reserves the right to withdraw or amend the service provided on our website without notice (see below). Kingshield will not be liable if for any reason our website is unavailable at any time or for any period. You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

### Intellectual property rights

By using our website you acknowledge that Kingshield is the owner and/or the licensee of all intellectual property rights in our website and in the material published on it. Those works are protected in part by copyright, trademark and design laws along with treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our website for your personal use. You may not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you may not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status and that of any identified contributors as the authors of material on our website must always be acknowledged. You may not use any part of the materials on our website for commercial purposes without obtaining a prior written license or consent to do so from Kingshield. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our request, return or destroy any copies of the materials you have made.

### Reliance on information posted

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. Kingshield therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.



### Our website changes regularly

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and Kingshield is under no obligation to update such material.

### Our liability

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy and currency. To the extent permitted by law, we, and third parties connected to us, hereby expressly exclude conditions, warranties and other terms, which might otherwise be implied by statute or any applicable law. Kingshield does not accept any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website and any websites linked to it and any materials posted on it.

This does not affect any liability, which cannot be excluded or limited under applicable law.

### Information about you to our website

By using our website, you consent that Kingshield may process information about you in accordance with our Privacy Policy and you warrant that all information provided by you to the website is accurate. Uploading your personal information to our website will be considered confidential and will not be passed on to third parties without your express approval.

### Viruses, hacking and other offences

You must not misuse our website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. Kingshield does not endorse nor is responsible for any opinion, advice, information or statements made by third parties posted on the website. In the event of an apparent breach (in our opinion, which is final) your right to use our website will cease immediately. Kingshield will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

### Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part except with our prior written approval. You must not establish a link to our website from any website that is not owned by you. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. Kingshield reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with our terms of use. If you wish to make any use of material on our website other than that set out above, please address your request to the Kingshield contact person for this website: [admin@kingshield.co.nz](mailto:admin@kingshield.co.nz)



### Links from our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from using them.

### Jurisdiction and applicable law

The New Zealand courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website, although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country. These terms of use and all disputes under or in relation to them or your use of our website are governed by New Zealand law.

### Access outside New Zealand

Kingshield is a New Zealand regulated business under relevant New Zealand laws and regulations. If you are accessing this website from outside New Zealand any relevant protections as noted may not apply to you.

### Cookies

Kingshield and our online service providers use cookies. These are used in analysing visits and to administer the site, tracking users' movements around the site and to gather demographic information about our user base as a whole in order to improve the web experience for our viewers.

We use cookies for a number of purposes such as widgets to enable the site to offer a pleasant user experience. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited.

This site host uses Local Storage Objects (LSOs) such as HTML5 technologies to store content information and preferences.

### Web Analytics

We use Google Analytics to anonymously measure activity across our online platform. Google Analytics records information about visitors and what they do which we use to improve the visitor experience on our website.

### Tracking and Advertising

Kingshield works with third parties, including advertising and tracking companies (such as Google Adwords) to deliver advertising on third party websites and monitoring of Kingshield advertising and associated websites.

The advertising and tracking companies use cookies to collect information such as:

- The device/browser used
- Date and time of visits
- Advertising you see
- How you use the website



The advertising and tracking companies use this information to perform statistical analyses of aggregate user behaviour, but those analyses are not based on personal information. Kingshield uses these analyses to track our website and marketing performance and to offer more relevant advertising and content on third party websites.

Some third party advertising vendors, such as Google, allow you to adjust your preferences if you don't want to receive advertising provided by them online. For more information, click on the "ad choices options" on the advertising you see, or visit the Network Advertising Initiative.

## PRIVACY

### Kingshield Privacy Policy

Kingshield takes very seriously its responsibility as it relates to handling your personal details and adheres to the Privacy Principles as outlined by the [Office of the Privacy Commissioner](#) and the requirements of the [Privacy Act 1993](#).

You have the right to request access to any information provided and being held by Kingshield and lodge a complaint if you have a concern in the way Kingshield in managing your information. Mail to [admin@kingshield.co.nz](mailto:admin@kingshield.co.nz).

### Collecting your personal details

Kingshield collects information directly from you. Firstly you provide us with your name and phone details via the website for contact purposes. Secondly if you do decide to deal with Kingshield to assist with your investment recommendations, other personal details are collected such as details of your personal information and other details relevant to the investment recommendations. Kingshield may also collect publically available information about you from websites and telephone directories.

On your authority Kingshield may also obtain information from third parties such as people who may have referred you to us.

### Information required by law

Kingshield may request information from you as we are required to do so by NZ law, such as collecting information about your identity (Anti Money Laundering and Countering Financing of Terrorism Act 2009). Tax residency status may be required to allow Kingshield to comply with the regulations relating to US tax residence and citizens (Foreign Account Tax Compliance Act). The Common Reporting Standards (CRS) and the Automatic Exchange of Information (AEOI) has now taken effect, which also means tax residency status is required if you are not a New Zealand resident for tax purposes or hold dual tax status.