

WEBSITE TERMS OF USE

These Terms of Use govern your access to and use of the Website.

Any use of, or access to the Website and its associated services by you constitutes your acceptance of these Terms of Use and [the Privacy Policy](#) without qualification. If you do not agree to be bound by these Terms of Use, please do not access and use the Website or continue to use the Website.

Definitions

In these Terms of Use:

“Financial Synergy” means Financial Synergy Limited (NZBN: 9429036322046);

“Financial Synergy Services” means Financial Synergy’s Insurance Premium Funding, Education Fees Funding, Practising Fees Funding services, and any other services provided by Financial Synergy on the Website from time to time;

“Privacy Policy” means Financial Synergy’s privacy policy that is linked to the Website;

“Terms of Use” means these terms of use found on the Website;

“Website” means www.financialsynergy.co.nz (or any similar website) owned and controlled by Financial Synergy to which these Terms of Use are linked;

“You” or **“Your”** means anyone who visits or uses this Website.

Variation

Financial Synergy may change these Terms of Use at any time by changing or removing existing terms or adding new ones. Changes may take the form of a completely new set of Terms of Use. Financial Synergy will advise any changes by posting an update of the Terms of Use on the Website. Any change Financial Synergy makes applies from the date Financial Synergy posts it on the Website. By using the Website, after the publication of any amended Terms of Use, you are agreeing to be bound by such amended Terms of Use.

Purpose of Website

The Website provides information on, and access to, the Services.

The Website is intended for the purposes described on the Website in relation to the Services. Financial Synergy makes no representations that the Website is appropriate for any other purposes and does not accept any responsibility if the Website or information obtained from the Website is used for other purposes.

You agree not to use the Website for any purpose that is unlawful or to engage in any conduct that may impair or cause damage to the operation of the Website whether by way of a virus, corrupted file or through any other means. You agree that you will not hack into the Website nor employ any robot, spider or other device or process to use the Website for any unauthorised purposes.

Violation

If you violate these Terms of Use, without limiting any other remedies available to Financial Synergy, Financial Synergy may without notice to You:

1. Restrict or prohibit Your access to the Services;
2. Prohibit You from using the Website; and
3. If required by law, disclose information about you and your use of the Website and / or Services for the investigation of any unlawful or harmful activity.

Intellectual Property

The trade marks, service marks and trade names on the Website belong to Financial Synergy, its licensors, or its affiliates. Likewise, the materials and content on the Website is Financial Synergy's intellectual property and belong to Financial Synergy. You cannot use or reproduce these without Financial Synergy prior written permission in each case.

The materials displayed on the Website are protected by copyright and other laws in New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights in relation to the Website including text, illustrations, artwork, photographs, video, layout, designs, software, source code, belong to Financial Synergy or its licensors. You agree that without Financial Synergy's prior permission, the materials displayed on the Website may not be used, copied, reproduced, published, altered, transmitted in any form or by any means in whole or in part (except where by law such use cannot be prohibited).

Privacy

[The Privacy Policy](#) is incorporated into these Terms of Use.

Links and Search Results

The Website may automatically produce search results that reference or link to third party sites throughout the World Wide Web. Financial Synergy has no control over these sites or the content within them. Financial Synergy does not endorse the content of any third party site (unless specifically stated otherwise), nor does it warrant that they will not contain viruses or otherwise impact your computer. You acknowledge and accept that Financial Synergy will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or service provided by any third party.

Liability and Disclaimer

The information contained on the Website is necessarily generalised. Should you enter into an agreement with Financial Synergy in relation to the Services, you will be subject to terms contained in your specific agreement, policy wording and schedules.

Financial Synergy, including its directors, affiliates, officers, employees, agents, contractors, successors and assigns, does not accept any liability in relation to the use, delay or inability to use, performance of, or information contained on, the Website.

Financial Synergy does not warrant, guarantee or make any representations regarding the security of the Website, or that the Website is free from destructive materials, including but not limited to computer viruses, hackers, spyware, adware or other technical sabotage, nor does Financial Synergy warrant, guarantee or make any representations that the Website will be fully accessible at all times, uninterrupted or error free. You acknowledge that the Website may also be unavailable from time to time to permit maintenance to be undertaken.

To the full extent permitted by law, Financial Synergy shall not be liable in contract, tort, or otherwise for any direct or indirect damage, economic loss, or consequential or other loss whatsoever in respect of or arising out of use of the Website, the Website's availability, infringement of any intellectual property or any act or omission of Financial Synergy.

General Provisions

If any part of these website terms of use is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect. These Terms of Use and the Privacy Policy are governed by the laws of New Zealand. You irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.