Endow.

INVESTOR AGREEMENT

Dated as at 1 April 2021

INTRODUCTION

- 1. This Investor Agreement, together with the Terms and Conditions govern your participation as an Investor (also **you** or **your**) through the Service provided by Endow.
- By applying to be an Investor and Endow accepting your application, this Agreement binds you, us and the Trustee for so long as you remain an Investor through the Service or until all Loans in which you have an interest have terminated or expired in accordance with their terms.

DEFINITIONS

- 3. The terms 'we', 'us', and 'our' are a reference to Endow.
- 4. The terms 'you' and 'your' are a reference to you, as an Investor.
- 5. Unless otherwise stated, the following terms will have the following meaning:.

AML/CFT Act means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

Associated Persons has the meaning given to it in section 12 of the FMCA.

Board of Directors means the board of directors of Endow.

Borrower means a person or entity who has been accepted as a borrower by us.

Borrower Agreement means the agreement which applies between you, us, and the Trustee when you take out a Loan.

Borrower Disclosure means the disclosure document provided to the Borrower for the purposes of the CCCFA.

Borrower Documents means the combination of the Borrower Agreement, Terms and Conditions, Loan Offer, Loan Documents, Declaration of Trust, and any other agreement entered into between you, us, and the Trustee in connection with a Loan.

CCCFA means the Credit Contracts and Consumer Finance Act 2003.

Clearing Account means the bank account operated by us on behalf of the Trustee into which payments received will be deposited, and from which payments and deductions in relation to RWT may be made, in relation to the provision of the Service.

Commission means the fee payable by the Borrower to us to administer the Loan on behalf of the Investors.

Declaration of Trust means the declaration between the Trustee and the Investors in relation to the Service.

Endow/we/us means Endow Limited.

Fee Schedule means the schedule attached to the Investor Agreement and Borrower Agreements and as published on our Website which sets out the fees and charges payable by Investors and Borrowers.

FMA means the Financial Markets Authority.

FMCA means the Financial Markets Conduct Act 2013.

Guarantor means a guarantor in relation to a Loan.

Initially Funded Loan means a Loan which is funded by an Initial Funder(s).

Initial Funder means an investor who funds a Loan.

IRD means the New Zealand Inland Revenue Department.

Investment Authority means the investment authority an Investor provides to make an Offer to invest in a Loan.

Investor means a person or entity who has been accepted as an investor by us and includes us and an Initial Funder, where the context requires.

Investor Account means the account held within the trust account operated by the Trustee for each and every Investor.

Investor Agreement means the investor agreement which applies between you, us, and the Trustee in connection with your participation in a Loan via the Service.

Investor Documents means the combination of the Investor Agreement, Terms and Conditions, Declaration of Trust, and any other agreement entered into between you, us, and the Trustee in connection with your participation in a Loan via the Service.

Listing Period means the ten working day period that the Loan Application is available for subscription.

Loan means a loan to a Borrower from the Trustee on behalf of participating Investors and any rights under a guarantee (if any).

Loan Application means the Borrower's application for a Loan.

Loan Documents means a combination of the Loan Offer and the Loan and security documentation signed by a Borrower and/or Guarantor as detailed in the Loan Offer prior to the advancement of a Loan and granted in favour of the Trustee.

Loan Information Sheet means the document outlining details of the investment including Borrower and Guarantor information, Loan information, interest rates, security provided, listing period, valuation of the security property provided by us to the Investor and, if relevant, confirmation that the Loan is an Initially Funded Loan.

Loan Offer means the document issued by us to a Borrower outlining the terms and conditions of the Loan and required security.

Member means a Borrower or an Investor.

Nominated Account means the account with a bank in New Zealand which is nominated by you for payment of investment interest and principal if you are an Investor, or the account from which Loan payments are deducted if you are a Borrower.

NRWT means non-resident withholding tax imposed under the NRWT in the Income Tax Act 2007.

Offer means an offer by an Investor to participate in a Loan or Loans by providing an Investment Authority.

Privacy Policy means our privacy policy.

RWT means resident withholding tax imposed under the RWT rules in the Income Tax Act 2007.

RWT Exemption Certificate has the meaning in section YA 1 of the Income Tax Act 2007.

Service means the lending service provided by Endow.

Service Documents means the Borrower Documents and Investor Documents.

Terms and Conditions means the terms and conditions governing the use of the Service.

Trust Assets means the Loan and all other monies, property, asset, contracts and rights in respect of the Loan.

Trustee means Endow Nominees Limited, or any replacement trustee or trustees appointed by us.

Website means www.endow.co.nz.

Working Day means a day on which banks are open for business in Auckland other than a Saturday, Sunday or public holiday.

- 6. In this document:
 - a. Words importing the singular shall include the plural and vice versa;
 - b. headings are for convenience only and do not affect the interpretation of these terms;
 - c. an expression importing a person includes any company, trust, partnership, joint venture, association or other body corporate and any Government Agency as well as an individual; and
 - d. references to a document or agreement include that document or agreement as amended or replaced from time to time.

ELIGIBILITY CRITERIA

- 7. To qualify as an Investor, you, your directors and/or trustees (as applicable), must:
 - a. be 18 years of age or older (if you are a natural person);
 - b. be incorporated or constituted in New Zealand (if you are a company or trust);
 - c. have a New Zealand domiciled bank account;
 - d. not be bankrupt, insolvent or in liquidation;
 - e. have no previous convictions for fraud or dishonesty;

- f. otherwise comply with the laws of New Zealand;
- g. provide all the information as required on the application form or as otherwise requested by us at any time; and
- h. pass our verification requirements in relation to identity (and the identity of any directors and/or trustees (if applicable)) and personal information to our sole satisfaction.
- 8. To qualify as an Investor, you, your directors and/or trustees must satisfy our identity verification checks, which may take place at any time, and will be required to provide:
 - a. full legal name/s;
 - b. date of birth (if applicable);
 - c. residential address or registered address (whichever is applicable);
 - d. proof of address if not resident in New Zealand;
 - e. copy of their passport or driver's licence;
 - f. New Zealand IRD number and RWT rate applicable or NRWT rate (whichever is applicable);
 - g. New Zealand bank account number;
 - h. if the Investor is a trust, the trust deed and any ancillary retirements/appointments of trustees (if applicable);
 - i. comply with the exclusion requirements of Schedule 1, clauses 3(2)(a)-(c) and 3(3)(a)-(b)(ii) inclusive of the Financial Markets Conducts Act 2013 (FMCA); and
 - j. provide the required certification pursuant to paragraph 13(i) above.
- 9. Endow may, by providing written notice, impose further eligibility conditions at any time that must be fulfilled by a prospective Investor.

REGISTRATION AS INVESTOR

- 10. To register as an Investor of the Service, you must:
 - a. Provide us with a fully completed Investor application form and provide the information required to verify your identity (and any directors and trustees (if, and as, applicable)) as detailed on the Investor application form or as otherwise requested by us at any time.
 - b. Fully and completely provide all of the information in the Investor application form or as otherwise requested by us at any time, including making the required declarations.
 - c. Pass the following checks completed by us:
 - i. identity verification checks;
 - ii. Companies Office checks (if required);
 - iii. online checks; and
 - iv. any other checks we deem appropriate in our sole discretion.
 - d. Satisfy the minimum standards contained in our Fraud and Anti-Money Laundering Policy and Fair Dealing Policy as published on the Website.
 - e. Once you have been accepted as an Investor by us, you will receive confirmation of your acceptance which will include your client reference number. Once you have been accepted as an Investor, you will be subject to on-going checks of your identity which may take place at any time.

LOAN APPLICATIONS

- 11. Loan Applications are made by Borrowers (either directly or through third party mortgage brokers). The Loan Application must include:
 - a. Loan amount requested;
 - b. type of Loan;
 - c. purpose of Loan;
 - d. term of Loan;
 - e. details of any security offered;
 - f. registered valuation of property offered for security;
 - g. details of the Borrower's ability to service the Loan;
 - h. if the Borrower is a trust or company, name and address of the Guarantor/s to satisfy our identity verification checks; and
 - i. proposed drawdown date of the Loan.
- 12. If it is there is to be more than one Borrower for a Loan, each Borrower must be approved by us.
- 13. If there is more than one Borrower:
 - a. each Borrower is jointly and severally liable for all obligations under the Loan Documents; and
 - b. we can rely on instructions or directions relating to the Loan from any one Borrower as being provided on behalf of all of the Borrowers.
- 14. The Loan Application will be reviewed by Endow who will have the sole discretion to decide whether to accept or decline the Loan Application or seek further information or documentation from the Borrower and/or Guarantor/s to support the Loan Application.
- 15. If the Loan Application is approved, Endow will assign it an interest rate and commission rate and issue a Loan Offer to the Borrower. When assigning an interest rate and commission rate, Endow will give consideration to:
 - a. The current market conditions relating to interest rates for loans comparable to that sought by the Borrower;
 - b. The strength of the security being offered to Investors;
 - c. The strength of any collateral securities being offered to the Investors;
 - d. The ability of the Borrower to service the Loan; and
 - e. The general risk profile of the Loan (including the risk of non-payment) following a review of all relevant factors including (but not limited to) those referred to above.
- 16. Once the Loan Offer has been signed by the Borrower, the Borrower is committed to entering into the Loan once it becomes fully subscribed.
- 17. Endow may choose to publish the Loan on the Website for subscription, or complete subscription directly with Investors. Endow will decide in its sole discretion whether to publish the Loan Application on its Website giving due consideration to the type of loan and timeframes involved.

18. If any Borrower (or any director, senior manager or trustee (if, and as, applicable)) fails the identity check or any other check we may require from time to time, we will advise and seek further information from them.

APPLYING TO INVEST

- 19. Once you have registered as a Member, you can submit Offers to invest in a Loan, which has been approved by Endow by providing a completed Investment Authority.
- 20. Investors may invest in three ways:
 - a. investing in a Loan which has not been funded;
 - b. investing in a Loan offered by an Initial Funder (an Initially Funded Loan); or
- 21. The minimum investment per Loan is \$5,000.00.

INVESTING IN A LOAN WHICH HAS NOT BEEN FUNDED

- 22. Once you have provided a completed Investment Authority, you cannot withdraw your Offer unless the Listing Period ends and the Loan Application has not been fully subscribed.
- 23. If you have opted to receive a Loan Information Sheet by post or email, initial disclosure information will be provided to you in this manner. Offers can be submitted either via email or post.
- 24. If you have opted to use the Website to review a Loan Information Sheet and submit Offers, initial disclosure information will be available from the Website. Offers can be submitted via email.
- 25. The Borrower may withdraw the Loan Application at any time before the Loan is fully subscribed. If this occurs, notification will be provided to Investors who have subscribed to the Loan.
- 26. If a Loan is not fully subscribed by the end of the Listing Period, the Borrower may choose to extend the Listing Period for an additional ten working day period or withdraw their Loan Application. If this occurs, notification will be provided to Investors who have subscribed to the Loan of the extension of the Listing Period
- 27. No further extensions will be offered if the Loan remains not fully subscribed at the end of the extension period.
- 28. You must comply with any special conditions of the Loan Application, and with the terms of the Investor Agreement and the laws of New Zealand until the end of the Listing Period. When a Loan is fully subscribed:
 - a. Endow will provide written notice to the Borrower and Investors that the Loan Application is fully subscribed; and
 - b. you must ensure sufficient funds are held by the Trustee on your behalf and if required deposit sufficient funds to meet the investment within 3 Working Days of receipt of the notice.

DISCLOSURE INFORMATION

- 29. Endow will provide, either through the Website or directly to Investors, initial disclosure information in the form of a Loan Information Sheet along with any limits or additional conditions included in the Loan Offer which Endow deems material to the Loan Application.
- 30. Detailed disclosure information regarding the Loan Application will only be disclosed to Investors upon request who have provided a completed Investment Authority. This information may include:
 - a. Loan Application;
 - b. identity and credit checks on the Borrower, Guarantor (and, if applicable Directors and/or Trustees);
 - c. any Loan history the Borrower has with Endow.
- 31. Endow will review the disclosure information prior to publication and distribution to ensure it is easily understandable.

INVESTOR ACCOUNT

- 32. We will establish an Investor Account in the name of the Trustee which will be held on separate bare trusts by the Trustee for each Investor who has transferred funds into, and for so long as such funds remain, in the Investor Account.
- 33. We will deal with any funds in the Investor Account on the basis set out in this Agreement.
- 34. Unless we determine and notify you otherwise, you will earn interest on any funds held on your behalf in the Investor Account, less the commission charge..
- 35. Once a Loan has been fully subscribed, you authorise us and the Trustee to transfer the value you have applied to invest from the Investor Account to the Borrower or the selling Investor (as applicable) via the Clearing Account and to otherwise take such steps as are necessary to settle the Loan under the terms of the Loan Documents.

LOAN MAINTENANCE

INTEREST

- 36. All interest payments required and commission payments to be paid under the Loan Documents are due on the 1st day of every month during the term of a Loan and will be received by the Trustee on behalf of the Investors in respect of whom it holds the Loan.
- 37. After seven Working Days of receipt of the interest payment, interest (less any fees charged and deductions made as required the Service Documents or by law) will be paid to each Investor in proportion to their share of the Loan.

REPAYMENTS

- 38. The Borrower must repay their Loan in accordance with the terms of the Loan Documents prior to expiration of the term of the Loan.
- 39. We may decide, in our sole discretion, whether to charge an early repayment fee which will be paid to each Investor in proportion to their share of the Loan on repayment.

40. Notification to Investors of any repayment will be made within seven days of repayment.

MONITORING DEFAULTS AND REPAYMENTS

- 41. We have a system in place to keep track of Loan interest, repayments, and any arrears. This includes weekly reporting to Endow's Manaing Director.
- 42. We also provide detailed monthly reports to the Board of Directors which includes the following information:
 - a. number and volume of Loans;
 - b. amount of un-invested funds held by the Trustee;
 - c. number of applications awaiting approval; and
 - d. list of Loans due to expire within the following month.
- 43. In the event the Loan falls into default as defined in the Loan Documents, default proceedings (described below) will be issued and the debt listed on the Borrower's credit file. We will take into account any factors that we consider relevant including our assessment of the likelihood that the Borrower will start a repayment plan.

DEFAULT

- 44. Should a Borrower default on an interest payment, Endow will:
 - a. Immediately contact the Borrower to ascertain the reason for the default.
 - b. If the default is not remedied within 7 days, issue a letter of demand to the Borrower and default interest will apply to the default period;
 - c. If the default remains outstanding for a period of 30 days, manage the default in accordance with the Declaration of Trust, which includes.
 - i. continuing to manage the Loan default;
 - ii. reporting the default to a credit reporting agency;
 - iii. instructing the nominated solicitors to take steps to recover the Loan; and
 - iv. appointing a receiver or liquidator to recover the Loan (if applicable).

FEES & CHARGES

- 45. All fees and charges payable by the Investor are detailed in the Fee Schedule attached.
- 46. All fees and charges may be changed immediately if required by legal or regulatory development or change, or (at its sole discretion) by Endow providing 20 working days' notice to you of such change.

LOAN TRANSFERS

- 47. You may not transfer, encumber or otherwise deal with your interest in a Loan in any way.
- 48. We may, at our full discretion, waive the administration fee if the original Loan term has expired and the Loan has been renewed, and you no longer wish to have an interest in that Loan.

ENDOW

- 49. You appoint us to act as your agent (and acknowledge our appointment as agent for the Trustee) in relation to the following:
 - a. entering into this Agreement and other Investor Documents on the Trustee's behalf in relation to the use of the Service by Investors;
 - b. entering into Borrower Documents on the Trustee's behalf in relation to the use of the Service by Borrowers;
 - c. opening and administering the Investor Account and the Clearing Account;
 - d. entering into Loan Documents with Borrowers and any Guarantors on the Trustee's behalf;
 - e. transferring funds and otherwise settling all Loans in accordance with the Loan Documents;
 - f. administering Loans including by collection and enforcement in relation to the Loans and any security or guarantee provided in respect of the Loans and providing the Borrower Disclosure and any required disclosure to the Guarantor(s) for the purposes of the CCCFA;
 - g. transferring any funds to you which are or may become payable from time to time in accordance with the terms of this agreement;
 - h. performing all or any of the other functions or obligations of the Trustee under this Agreement or any other Agreement relating to the Loans; and
 - performing all or any other functions including entering into any other agreement or documentation which are reasonably incidental to any of the functions or duties set out in this paragraph.
- 50. You authorise us, acting on behalf of the Trustee, to deduct any fees under this agreement that may become due and payable by you or by a Borrower from time to time from amounts received from the Borrower under the Loan Documents and to transfer such fees to our account.
- 51. You acknowledge that you have delegated any decision making power you may hold in respect of amounts held by the Trustee for your benefit to us. We will exercise this delegated authority in accordance with the terms of this Agreement.
- 52. To the extent permitted by law, we may delegate or assign any of our rights, functions or duties set out in this Agreement to any member of our corporate group or third party approved by the FMA for the purposes of business continuity. Any delegation will not relieve us of any liability under this agreement.
- 53. We may appoint a replacement trustee or trustees from time to time on notification to you. The appointment of a replacement trustee will not affect your rights and obligations under the Investor Documents.

TAX

- 54. When you submit your application to become an Investor:
 - a. you must provide to us:
 - i. your IRD number;
 - ii. a copy of your RWT Exemption Certificate (if applicable);
 - iii. the rate at which RWT should be withheld from interest payments made to you; and
 - iv. such other tax-related information as we may request.

- 55. If you do not provide us with a copy of your RWT Exemption Certificate (if applicable), we (as the Trustee's agent and on the Borrower's behalf) will deduct RWT from interest paid to you in respect of a Loan, at the rate you have notified to us (or at such higher rate as the law may require). If you do not provide us with your IRD number or your RWT rate (in each case as required under this agreement), you will automatically have RWT deducted at the maximum rate (currently 33%).
- 56. You agree and acknowledge as follows:
 - b. we, the Trustee and the Borrower do not have to reimburse you for any tax amount that is deducted or withheld, whether under this agreement or under any other legal requirement, from any interest paid for your benefit;
 - c. if we, the Trustee or the Borrower become liable to make any payment of tax in respect of any Loan, you indemnify each of us and them in respect of that liability; and
 - d. references on the Loan Information Sheet and/or Website to interest rates and rates of return are expressed as gross returns, before deduction of any fees and without any withholding or deductions, unless otherwise specified.

REPORTING

- 57. We will provide, or make available, transaction information to you in accordance with the requirements of the FMCA and the regulations made under it.
- 58. You agree to receive transaction information and all other reports and information (including disclosure documents) which we may be required to provide to you from time to time in the way (including through the Website on a substantially continuous basis) and at the intervals we choose to provide it in accordance with the FMCA.

RETURNS

59. A Borrower can repay the outstanding balance of a Loan early, with or without penalty at our sole discretion, provided the Borrower also pays all interest and fees accrued to the date of prepayment and you acknowledge that such early prepayment will result in your investment being repaid, inclusive of all interest up to the date of repayment.

WARRANTIES

- 60. You warrant to Endow that:
 - a. you meet the eligibility criteria to become an Investor;
 - b. all information you provide to us is true, accurate and complete and there is no information which has not been provided which would impact on Endow's decision to approve you as an Investor; and
 - c. you will provide Endow with updated information in respect of yourself and your Associated Persons if your circumstances materially change, there are any changes to the information previously provided by you to us or on becoming aware of any errors or omissions in respect of any information previously provided.
 - 61. After completing and sending the Investment Authority in relation to a Loan Application, you will not under any circumstances:
 - a. disclose it to any third parties whatsoever;

- b. use the Information for any purpose other than selecting and investing in Loans and in accordance with the terms of this Agreement; or
- c. use the information for unlawful or illegitimate purposes.
- 62. You will comply with all laws of New Zealand in connection with the use of the Service.
- 63. You accept and agree to comply with and be bound by:
 - a. this Agreement;
 - b. Endow's Fair Dealing Policy and Fraud & Anti-Money Laundering Policy as published on the Website from time to time; and
 - c. any decision of Endow in relation to whether your conduct has breached Endow's policies, the FMCA or any other applicable law and any decision concerning your membership or use of the Service.
- 64. Endow, the Borrower and all Investors participating or proposing to participate in a Loan may have initial or on-going customer due diligence and other obligations under the AML/CFT Act and ancillary regulations, directives or guidelines. You agree to promptly provide on request any information and documents reasonably required by Endow to comply with those obligations. You herewith authorise Endow to disclose any information or documents it holds about you or your Associated Persons to any regulatory body for this purpose.
- 65. You acknowledge that you do not rely on Endow's judgment as to the suitability or otherwise of Loan Applications and the Service for your specific needs.
- 66. You agree that Endow may communicate with you by electronic means for the purposes of marketing to you.

WEBSITE ACCESS

- 67. Endow does not guarantee that access to the Website will be available at all times and you acknowledge that Endow will not be liable to you for any loss whatsoever arising from the inability to access the Website.
- 68. Endow may at any time, and in its absolute discretion, do any one or more of the following, without giving any reasons prior to notice to an Investor:
 - a. immediately terminate this Agreement;
 - b. suspend your access to the Service and remove you as an Investor;
 - c. remove content from the Website;
 - d. refuse to publish content on the Website;
 - e. disclose any information necessary to comply with this Agreement, any Service Documents and any New Zealand law; and
 - f. publish a censure or statement relating to your conduct or the conduct of any of your Associated Persons. You hereby agree to waive all claims you (or your Associated Person) may have in respect of such censure or statement and shall indemnify Endow against any claims.

INSPECTION AND PRIVACY ACT

- 69. In order to assist us to determine whether you are complying with this Agreement and the laws of New Zealand, we may from time to time require you, your directors, your trustees, senior managers or any other Associated Person to provide any documents or further information for inspection.
- 70. You herewith consent to us providing to the FMA any and all documents or records we have in respect of you that the FMA may request.

COMPLAINTS & DISPUTE RESOLUTION

- 71. If any dispute arises between you and Endow which the parties are unable to resolve by negotiation, the dispute shall be referred to our dispute resolution service, Financial Disputes Resolution Scheme and its determination shall be final and binding on the parties.
- 72. Endow and the Trustee are registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 to provide the Service and are each a member of the Financial Disputes Resolution Scheme.

LIABILITY & INDEMNITY

- 73. Endow, the Trustee, and Endow's and the Trustee's directors, shareholders, employees and agents are not in any way liable for:
 - a. any failure of Borrowers to make repayment of all or any amounts under the Loan Documents;
 - b. any failure to comply by us or the Trustee to comply with this Agreement where the failure or non-compliance is outside of our or the Trustee's reasonable control; and
 - c. the failure to achieve funding for any Loan Application.
- 74. All liability we have to you is excluded except liability arising from the Consumer Guarantees Act 1993 that cannot be contracted out of.
- 75. We are not liable to you, and we do not have to pay you for any loss caused by or resulting from any action or inaction by us. This exclusion includes loss of profits, savings, revenue or business and covers any liability arising from breach of contract or in tort and negligence.
- 76. You hereby indemnify us against all liabilities, losses and costs (including legal costs) incurred by us arising out of or in connection with any action or inaction we take in relation to your investments in accordance with this Agreement.
- 77. You hereby indemnify us against any liability we incur to any Borrower or third party arising out of or in connection with the Loan, your performance or breach of the Investor Documents, your use of the Service and any information published in relation to your investment in a Loan or use of the Service.
- 78. If the Trustee or its directors, officers or agents are held personally liable to any person in respect of a debt, liability or obligation incurred by or on behalf of a trust, or any action taken or omitted in connection with the trust (other than due to the Trustee's negligence) they are entitled to indemnity and reimbursement out of the Trust Assets held by the Trustee to the full extent to such liability and the costs of any litigation or other proceedings in which such liability has been determined including without limitation legal fees and disbursements.

- 79. You acknowledge that Loans are not guaranteed by Endow or the Trustee.
- 80. You have no contractual relationship with other Investors either in the nature of partnership, joint venture or trust.
- 81. You agree and acknowledge that you do not have any rights to pursue any Borrower or Guarantor in the event of non-payment or default by the Borrower or Guarantor or any other failure by any Borrower or any Guarantor to comply with their respective obligations under the Loan Documents.

MISCELLANEOUS

- 82. This Agreement shall be governed by, and interpreted in accordance with the laws of New Zealand, and each party submits to the jurisdiction of the New Zealand courts.
- 83. You may not assign, transfer or otherwise deal with any of your rights or obligations under this agreement without our prior written consent. Such consent may be given or withheld at our own discretion.
- 84. Any indemnity or obligation of confidentiality under this Agreement is independent from the other obligations of the parties and survives the termination of this Agreement.
- 85. The rights of obligations of the parties under this Agreement do not merge on completion of any transaction completed by this Agreement.
- 86. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous arrangements or understandings between the parties in connection with its subject matter. The terms of this Agreement prevail over any other terms that may appear on the Website or in other documents, unless we determine otherwise at our sole discretion.
- 87. We may amend any Service Document by providing notice of the amendments to you on the Website or by mail or electronic means.
- 88. You agree that we may use the email address provided in your application (or such other email address provided by you from time to time) to provide notices, communications and/or any disclosures to you. Any electronic communication will be deemed to have been received by you when it is transmitted by us.
- 89. Any notice or communication provided by you must be provided by email to: info@endow.co.nz

DISCLAIMER

90. Endow does not provide a financial product market as defined under s 309 of the Financial Markets Conduct Act 2013.