

Terms and Conditions

Website Terms of Use

DMI 2026 Limited, New Zealand (trading as **DEVKOTA Mortgages | Insurance** (we, our, us), maintains this website (<http://www.dmifinance.co.nz>) and all associated microsites (collectively Website) for your information and convenience. This document sets out the terms and conditions that govern the use of this Website (Terms). Please review these Terms carefully, especially the disclaimer and limitation of liability sections. By accessing this Website (other than to read these Terms for the first time), you accept and agree to these Terms. You must not use this Website if you do not agree with these Terms.

This Website was prepared for use by New Zealand users only, and may not satisfy the laws of other countries. You should not use this Website if you do not reside in New Zealand.

To the extent permitted by law, we may change these Terms at any time. Please check these Terms at regular intervals for any changes. In the case of any breach of these Terms, we reserve the right to seek all remedies available at law or in equity.

Use of this Website

You are responsible for all of your activity in connection with accessing and using this Website.

You must not use this Website for any activities that breach any laws, infringe any party's rights or breach any standards, content requirements or codes promulgated by any relevant authority. You must not distribute through this Website any inappropriate communication or any virus or other disabling code in any form.

You must not bypass any security mechanisms imposed by this Website, or tamper with, hinder the operation of or make unauthorised access or modifications to this Website.

Certain parts of this Website may be restricted to certain users, and other terms of use may apply to the use of these other parts of this Website (Other Terms). To the extent of any inconsistencies between these Terms and the Other Terms, the Other Terms will prevail.

Disclaimers relating to the Website

We do not warrant that access to this Website will be uninterrupted, or that the services and features offered on this Website will be error-free. We reserve the right to change or discontinue any feature on this Website, the availability of this Website and the software required to access it.

The information on this Website is provided for information purposes, general interest and enquiry only. While we use reasonable efforts to ensure that the information on this Website is complete and up to date,

to the extent permitted by law, we make no warranty or representation as to the accuracy, currency or completeness of any information on this Website. The use of this Website is at your own risk. Information may change without notice. Before relying on any information on this Website, you should first verify the accuracy of the information and its relevance. This may mean contacting our personnel or finance brokers before relying on any information on this Website.

To the extent permitted by law, we exclude all other warranties, guarantees, terms and conditions (whether express, implied or statutory) relating in any way to this Website, its content or its use. Our liability for breach of any warranty, guarantee, term or condition implied into these Terms which cannot be excluded is limited, where permitted by law, to the re-supply of that part of this Website again or, at our option, the payment of the costs of having an equivalent service supplied again.

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This Website may link to other websites and contain information and materials from third parties, including public comments, advertisements, feeds, data information, social media content and links to other websites (Third Party Material). We do not have control over, and are not responsible for, any Third Party Material (including its currency, accuracy or reliability). Unless expressly stated otherwise, we do not sponsor or endorse the Third Party Materials.

Without limiting the above, certain features of the Website aggregates Third Party Materials to produce results for you. We rely on third parties to supply the Third Party Materials and we therefore do not warrant the quality or accuracy of the results. To the extent permitted by law, we have no liability arising out of any results or recommendations produced by the Website, and you are responsible for the final choice of any product that you may choose.

Limitation of Liability

To the fullest extent permitted by applicable law, we exclude all liability for any loss or damage, including any consequential loss or indirect loss, loss of data or loss of profits, loss of profit, loss of reputation or loss of business arising in relation to the use or reliance of any part of this Website or any information on this Website (including any Third Party Materials, any recommendations or results generated by the Website, the inability to use any part of this Website or the features on this Website), whether or not it is caused by our negligence, and whether or not the possibility of loss was known to us.

Security

We take reasonable steps to protect the information that you transmit using this Website. However, we cannot guarantee the security of any information that you transmit to us using this Website. Therefore, any information you transmit using this Website is transmitted at your own risk. When using this Website, you must take precautions to ensure that you are not exposed to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept

responsibility for any such interference or damage to your systems which arises in connection with your use of this Website.

Financial products and financial services

We do not offer to supply any financial products or financial services on the Website. We may pass on the information (including personal information) that you supply on the Website to relevant participating finance brokers if you choose to do so on the Website. You are then responsible for dealing with the relevant participating finance brokers in applying for relevant financial products.

Intellectual Property

Unless otherwise indicated, we own or are licensed to use all intellectual property (including without limitation copyright, trade mark and designs) subsisting in the materials on this Website. We authorise you on a non-exclusive basis to reproduce and download the materials solely for use in the intended manner. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

All names, logos and trade marks on this Website are the property of their respective owners. Nothing on this Website should be interpreted as granting any rights to commercial use or distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

Privacy

We may collect your personal information through this Website. We collect, use, hold and disclose your personal information in accordance within the Privacy Act 2020 (or any successor legislation) (the Privacy Act) and our privacy policy, for example so that we can: perform our business activities, provide your contact details to relevant participants and finance brokers, and administer this Website. We respect your right to privacy, and subject to any agreement that you have with us, you may elect not to provide your personal information to us. However, if you choose not to do so, then we may not be able to respond to you, or ask our participating franchisees and finance brokers to contact you.

In addition to using your personal information for the purpose for which it is given, we may also disclose your personal information in accordance with the Privacy Act 2020 (or any successor legislation) (the Privacy Act) and our privacy policy, for example to: (i) contractors or service providers for the purposes of operation of our website or our business, fulfilling requests or answering queries by you; (ii) suppliers and other third parties that supply services to us, for our business, marketing, and related purposes; (iii) regulators and law enforcement agencies; (iv) associated businesses that may want to market products to you; and (v) other organisations for any authorised purpose with your express consent.

Our privacy policy, available dmifinance.co.nz/privacy-policy, contains further information about how we collect, use, hold and disclose personal information. It also includes information about how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information, and how we will deal with such complaint.

You consent to your personal information being collected, used and disclosed in accordance with these Terms and our privacy policy. You must not submit the personal information of another person, unless that person has read, understood and accepted these Terms and our privacy policy.

General

If any provision of these Terms is found to be void, unlawful or unenforceable for any reason, then that portion of the provision which creates the invalidity, unlawfulness or unenforceability will be severable from these Terms and will not otherwise affect the validity and enforceability of any remaining provisions.

These Terms are governed by the laws of New Zealand.