



Terms and Conditions

Last updated: October 2021

Introduction

These Terms and Conditions apply between you, the User of the website Cogo.co (including any sub-domains, unless expressly excluded by their own Terms and Conditions) ("**Website**") and/or the Cogo API ("**Cogo API**") and/or the mobile application ("**Cogo App**"), and Cogo Connecting Good Limited, Connecting Good Australia Pty Limited, and its UK registered foreign company, all trading as Cogo ("**Cogo**", "**we**", "**our**" or "**us**"), the owner and operator of the Website and the Cogo API and App. Please read these Terms and Conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur when you accept these Terms and Conditions or upon your first use of the Website, Cogo API or Cogo App (whichever is earlier). If you do not agree to be bound by these Terms and Conditions, you should stop using the Website and Cogo API and/or Cogo App immediately.

In these Terms and Conditions, "**User**" or "**Users**" (and "**you**" or "**your**") means any third party that accesses the Website or Cogo App and is not either

- (i) employed by Cogo and acting in the course of their employment or
- (ii) engaged as a consultant or otherwise providing services to Cogo and accessing the Website or Cogo API and/or Cogo App in connection with the provision of such services.

You must be at least 18 years of age to use the Website and the Cogo API and Cogo App. By using the Website and/or Cogo API and Cogo App and agreeing to these Terms and Conditions, you represent and warrant that you are at least 18 years of age. If you are under the age of 18, you should review these Terms and Conditions with your parent or guardian before agreeing to make sure that you or your parent or guardian understand your and their legal obligations.

Intellectual property and acceptable use

1. All Content included on the Website and the Cogo API and Cogo App, unless uploaded by Users, is the property of Cogo, our affiliates or other relevant third parties. In these Terms and Conditions, "**Content**" means any text, graphics,

images, audio, video, software, data compilations, page layout, underlying code Cogo Terms of Use 201012(6642618.3).docx and software and any other form of information capable of being stored in a computer that appears on or forms part of the Website or the Cogo API or the Cogo App, including any such content uploaded by Users. By continuing to use the Website or Cogo API or Cogo App you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the Website or the Cogo API or Cogo App shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

2. You may, for your own personal, non-commercial use only, retrieve, display and view the Content on a computer screen (including a mobile device).
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Cogo.

Prohibited Use

4. You may not use the Website or the Cogo API or Cogo App for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or Cogo API or Cogo App or interferes with any other person's use or enjoyment of the Website or Cogo API or Cogo App;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner

Registration

5. You must ensure that the details provided by you on registration or at any time are correct and complete. You agree to provide all information that we require at any time to manage compliance with applicable laws or for any other reasonable purposes.
6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
7. Your registration or access to Cogo's technology or services may be suspended, blocked, restricted or cancelled with immediate effect for any reasonable purposes including if:

- a. you are, or are reasonably suspected to be, in breach these Terms and Conditions or otherwise using the Website, Cogo API or Cogo App or Cogo's services in a manner reasonably deemed inappropriate;
 - b. it is reasonably considered necessary to do so to protect the security of Cogo's technology or services, your Cogo account or your linked (or any other) bank account, including if there is a risk of unauthorised or fraudulent activity;
 - c. we are directed to do so by the bank that provides your linked bank account;
 - d. the operation of any Cogo services or technology is suspended, modified or withdrawn;
 - e. access to the Cogo's technology or services is interrupted, for example to enable routine maintenance and administration work, because of malfunction of equipment or unavailability of internet connection; or
 - f. required by law or other regulatory requirement
8. You may cancel your registration at any time by informing us in writing to the address at the end of these Terms and Conditions. If you do so, you must immediately stop using the Website and Cogo API or Cogo App. Cancellation or suspension of your registration does not affect any statutory rights.

Password and security

9. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
10. If we have reason to believe that there is or is likely to be any misuse of the Website or Cogo API or Cogo App or breach of security, we may require you to change your password or suspend your account.

Links to other websites

11. The Website and the Cogo API or Cogo App may contain links to other sites. Unless expressly stated, these sites are not under the control of Cogo or that of our affiliates.
12. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
13. The inclusion of a link to another site on the Website or the Cogo API or Cogo App does not imply any endorsement of the sites themselves or of those in control of them.

Confidentiality and Data Protection

14. Cogo will maintain confidentiality of your data, and will make reasonable efforts to prevent any unauthorised use, disclosure, copying, publication or dissemination of your data, except and only to the extent necessary in accordance with these Terms and Conditions.
15. In these Terms and Conditions, "**Personal Data**" means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier, and including information collected from your bank account.
16. Personal Data will be collected, used, stored, disclosed and otherwise processed in accordance with these Terms and Conditions, [Cogo's Privacy Notice](#).
17. Wherever Cogo determines the means and purposes of the processing of Personal Data relating to you, Cogo will be the 'data controller' (as such term is understood under applicable data protection laws) of such Personal data, and the terms of [Cogo's Privacy Notice](#) shall apply to such processing.
18. Cogo will in accordance with its Privacy Notice:
 - a. comply at all times with applicable privacy and data protection laws;
 - b. take all reasonable steps to protect the security and integrity of:
 - i. information that can be used to establish the identity of you,
 - ii. sensitive information about you and
 - iii. your Personal Data; and
 - c. take reasonable steps to notify you if Cogo becomes aware of any disclosure of:
 - i. your Personal Data or other data that can be used to establish the identity of you, or
 - ii. sensitive information about you that is associated with you

Availability of the Website, Cogo API, Cogo App and disclaimers

19. Any online facilities, tools, services or information that Cogo makes available through the Website or Cogo API or Cogo App (the "**Service**") is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Cogo is under no obligation to update information on the Website or Cogo API or Cogo App.
20. Whilst Cogo uses reasonable endeavours to ensure that the Website and Cogo API and Cogo App are secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers and mobile devices.
21. Cogo accepts no liability for any disruption or non-availability of the Website or Cogo API or Cogo App.

22. Cogo reserves the right to alter, suspend or discontinue any part (or the whole of) the Website and/or Cogo API and/or Cogo App including, but not limited to, any products and/or services available. These Terms and Conditions shall continue to apply to any modified versions of the Website and Cogo API and Cogo App unless it is expressly stated otherwise.

Limitation of liability

23. Nothing in these Terms and Conditions will:
- a. limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
 - b. limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
 - c. limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
24. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
25. To the maximum extent permitted by law, Cogo accepts no liability for any of the following:
- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

26. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions where we reasonably believe your rights will not be affected.
27. Cogo reserves the right at any time, or from time to time to update, revise, supplement or otherwise modify these Terms and Conditions and to impose new or additional terms. All updates, revisions, modifications and new rules will be effective immediately and incorporated into these Terms and Conditions. If the changes are significant or may materially impact upon your rights, we will provide a more prominent notice or contact you by other means (including, for certain services, email notification of Privacy Notice changes).
28. These Terms and Conditions together with the Privacy Notice and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms and Conditions.

29. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no third party will have any right to enforce or rely on any provision of these Terms and Conditions.
30. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions will not be affected.
31. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy
32. These Terms and Conditions shall be governed by and interpreted according to the laws of New Zealand and all disputes arising under these Terms and Conditions (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of New Zealand.

Cogo details

33. Cogo Connecting Good Limited is a company incorporated in New Zealand (NZ Company Number 5957234) with its registered office at 81 Abel Smith Street, Wellington, 6011, New Zealand and it operates the Website and the Cogo API and App. Connecting Good Australia Pty Ltd is a company incorporated in Australia (ABN 42 647 475 107) with registered address % PO Box 2136, St Kilda West, VIC 3182, Australia. Cogo Connecting Good Limited is also a UK registered foreign company (FC035290) with a registered established branch in the UK (BRO20371) with its registered address % Herschel House, 58 Herschel Street, Slough, SL1 1PG, United Kingdom.
34. You can contact Cogo by email on hello@Cogo.co.

Third party technology

35. Cogo uses technology and services provided by third party service providers appointed by Cogo from time to time (including Westpac New Zealand Limited and in each case including any successor entity or assignee and/or any replacement or successor service provider) (each a "Third Party") to enable:
 - a. bank accounts to be linked with Cogo's Website, the Cogo API, the Cogo App and Cogo accounts;
 - b. transactions from your linked bank accounts to be made visible via the Website and/or the Cogo API and/or the Cogo App; and
 - c. Cogo to perform other obligations to you (including where Cogo is acting as your agent in accordance with these Terms and Conditions).
36. To the extent permitted by law, no Third Party has any obligation, duty or liability to you under these Terms and Conditions or otherwise in connection with your Cogo account, the Website or the Cogo API or Cogo App, and you must not bring

any claim under or in connection with these Terms and Conditions or otherwise in connection with your Cogo account, the Website or the Cogo API or Cogo App against a Third Party, and you indemnify each Third Party for any losses, damages, costs or other liabilities suffered by each Third Party or any of its related companies in connection with any such claim. If, notwithstanding the foregoing, a Third Party is found liable to you for any reason, to the extent permitted by law:

- a. the disclaimers, limitations and exclusions of liability in these Terms and Conditions also apply in respect of any liability a Third Party may have to you in whether in contract, equity, statute or tort (including negligence) or otherwise; and
 - b. the Third Party's liability to you, whether in contract, equity, statute or tort (including negligence) or otherwise, will be limited in aggregate to NZ\$100.
37. All right, title and interest in and to the Third Party's technology or any improvements or variations, including copyright and other intellectual property rights as well as all de-identified uploaded information, belong to the Third Party and/or its licensors. You must not copy, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, create derivative works of, re-post to other web sites, frame, deep link to, change, or otherwise distribute, license, sub-license or transfer in any form any aspect of the Third Party's technology without the Third Party's prior written consent.
38. Nothing in this these Terms and Conditions or otherwise in connection with your Cogo account, the Website or the Cogo API or Cogo App creates a contract between you and any Third Party, nor any obligation, duty or liability of a Third Party to you. However, you agree that each Third Party is a third party beneficiary of, and may enforce, these Terms and Conditions.