

APPLICATION FOR SUBSCRIBER ACCOUNT (VIA SALES CONTRACTOR FOR ID VERIFICATION)**Business Information**Applicant Name (**Subscriber**):

Company No:

Phone:

Fax:

Primary Business Address:

Town/City:

Postal Address:

Town /City:

Postal Code:

Sole Trader:

Limited Liability:

Partnership:

Other:

CENTRIX CONSUMER CREDIT BUREAU. Please nominate the purpose/s for access:

AML/CFT Act 2009

Contact Information

Primary Contact Name:

Phone:

Email:

Administration Contact Name:

Phone:

Email:

Privacy Officer Contact Name:

Phone:

Email:

By signing below, the parties acknowledge they have read, understood and agree to be bound by the terms and conditions of the attached Agreement.

Signed on behalf of Subscriber:

Name:

Title:

Date:

Signed on behalf of Data Zoo Ltd:

Name:

Title:

Date:

Signed on behalf of Centrix Group Ltd:

Name:

Title:

Date:

Signed on behalf of Centrix Data One Ltd:

Name:

Title:

Date:

AGREEMENT FOR THE SUPPLY OF INFORMATION SERVICES – SALES CONTRACTOR/SUBSCRIBER AGENT FOR ACCESS APPLICATION OF AGREEMENT

1 Centrix Group Limited (NZB 9429032209006) and Centrix Data One Limited (NZB 9429042367727) (together ‘we’ ‘our’ ‘us’) will supply to the Subscriber (“you”, “your”) our information services (the type of services as agreed between us), on the terms and conditions contained in this agreement. Data Zoo Limited (NZB 9429031204064) “Contractor” will access our Services on your behalf. Some of the terms and conditions only apply when you use certain services as indicated in this agreement. We may enter into a separate agreement with you regarding the provision of some services.

A. ROLE OF CONTRACTOR

2 Contractor agrees to act as your service provider. Contractor will not use any information it receives as a result of this agreement for its own purposes or for any other purposes other than to carry out its role as described in this agreement. Each time you use the services, upon delivery of our services by Contractor to you, Contractor will immediately purge and destroy any information it may hold in relation to the information supplied as part of the services, other than the information that is necessary for the purpose of invoicing you. Contractor agrees to comply with the Privacy Act 2020 (NZ) in relation to all personal information it receives as a result of this agreement.

3 All parties acknowledge that:

3.1 Contractor is independent of us and is not our agent, employee or partner;

3.2 Contractor has no power or authority to act on our behalf or incur any obligation of any nature on our behalf;

3.3 this agreement does not grant Contractor access to our services in its own right;

3.4 Contractor will have no responsibility for providing services under this agreement other than in carrying out its role as set out in this agreement.

4 If you have any queries regarding the services you will in the first instance contact Contractor. If the query relates to the information we have supplied to you, Contractor will direct the query to us. Otherwise Contractor will handle all other queries you may have.

B. SUPPLY OF SERVICES

5 You must only use our services and the information obtained from our services for the purposes of your internal business use and only in accordance with all laws and regulations. You understand that we will not provide you services if we reasonably believe that we are not permitted to by any law or regulation or by any agreement we have with a third party supplier of information.

6 Access to the Consumer Credit Bureau data is only permitted as per Rule 11 of the Credit Reporting Privacy Code 2020 (which imposes limits on credit reporters providing information including verifying the identity of individuals in accordance with A ML/CFT 2009)

7 You must not disclose the information supplied as part of our services to any third party except to the extent as required by law and you must not resell the information. You must not reproduce, copy or re-use the information except as reasonably required for your internal business use. All copyright and other proprietary notices, symbols and clauses of Centrix must be affixed to any information reproduced, copied or re-used, whether in printed form, magnetic or any other media or form.

8 So that we can provide the services, you must supply us with the information we require. You and Contractor must follow our policies and procedures as notified from time to time, including all security procedures such as the use and security of passwords. We will give reasonable notice of any changes to our policies and procedures.

9 Before you provide us with information or use our services you must obtain all applicable consents and authorisations, which must be freely given and informed, and in accordance with the Privacy Act 1993 and any other applicable laws.

10 Before you provide us with any information you must take reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.

11 You agree that where we are permitted to do by law, we may retain any information supplied by you when using our services and we may use this information during the term of this agreement and after its termination to update our databases and for providing services to you and any other subscribers to our information services or as permitted by law.

12 We will hold one copy of each information report we provide to you (“historical reports”) to be accessed by you for your purposes only. You acknowledge and agree that for the purposes of s11(2) of the Privacy Act 2020, we hold the historical reports as your agent and on your behalf and not for our own purposes. We may at any time destroy the historical reports, however we will let you know before we do so. You and Contractor agree to these terms and conditions and you understand and agree that it is the intention to include the third party providers as beneficiaries of this agreement for the purposes of the Contracts (Privacy) Act 1992 (and any successor legislation) with all rights and remedies available as if each third party provider was a party to this agreement.

13 The services will generally be available all day, 7 days a week. Support services will generally be available during normal business hours (Monday – Friday, 8am – 5pm). You acknowledge that the services are made available through communication links and networks which are supplied by external suppliers and that the availability of our services will be dependent on the performance of those external suppliers and any factors (environmental or otherwise) which might impact on those communication links and networks, all of which are outside our control. You acknowledge that some of the information provided in our services is supplied by external suppliers and that the availability of this information is dependent upon the performance of those external suppliers and the information may not always be available.

14 You are responsible for all communication costs for access to our services.

15 We are required under our terms of access to certain third party information to include certain terms and conditions in our agreement with you for the benefit of the third party information providers. These terms and conditions are found on our website: Third Party Terms and Conditions. You and Contractor agree to these terms and conditions and you understand and agree that it is the intention to include the third party providers as beneficiaries of this agreement for the purposes of the Contract and Commercial Law Act 2017 (and any successor legislation) with all rights and remedies available as if each third party provider was a party to this agreement.

C. SAFEGUARD OF ACCESS TO SERVICES AND INFORMATION WE PROVIDE

16 You and Contractor must ensure that only persons properly authorised by you have access to our services.

17 If we give you or Contractor a user name, password or other identifier to access our services you and Contractor must keep this confidential and only use it for a proper purpose in accordance with this agreement,

18 You and Contractor must take appropriate measures to safeguard against improper access of our services and the information we provide, including (without limitation):

18.1 developing written policies and procedures to be followed by your employees, agents and contractors in relation to access to our services and the security of the information we provide;

18.2 establishing controls, including the use of passwords, credential tokens or other mechanisms and user identification in relation to access to our services and the information we provide;

- 18.3 notifying us in writing of any unauthorised access to our services or compromises in the security relating to any of those matters;
- 18.4 providing information and training to ensure compliance with the policies and controls;
- 18.5 monitoring usage and regularly checking compliance with the policies and controls;
- 18.6 taking appropriate action in relation to identified breaches of policies and controls; and any other measures as reasonably required by us.

D. TERM AND TERMINATION

- 19 The agreement continues until either you or we give 30 days' written notice to each other and to Contractor that the agreement is to end.
- 20 Contractor may terminate this agreement immediately upon written notice if you have not paid any amount due under this agreement by the due date and you have failed to remedy the default within 30 days after Contractor has given you written notice to remedy the default.
- 21 We may terminate this agreement immediately if either you or Contractor are in material breach of this agreement which is not capable of remedy, or if the breach is capable of being remedied, the breach is not remedied within 10 business days of the date we give notice specifying the breach.
- 22 Termination of this agreement will not extinguish or otherwise affect the obligations under this agreement which by their nature are intended to survive termination.
- 23 Termination in any manner shall not affect any rights or obligations properly accrued to either of any party prior to termination.

E. LIMITATION AND LIABILITY

- 24 You agree that the information supplied as part of the services is obtained from a number of sources and is not verified by us and that we do not guarantee, warrant or represent that the information is free of errors or defects or is complete, correct or current or is to be used for any particular purpose by you.
- 25 You agree that whilst we will take all care in providing our services, to the extent permitted by law, we will not be liable in any way whatsoever for the information supplied as part of providing our services. You use our services at your own risk and you are responsible for the assessment and evaluation of the information we provide as part of our services.
- 26 To the extent permitted by law, in no circumstances will we be liable to you, Contractor or to any third party for any special, indirect, consequential, loss of profit, loss of revenue, loss of business, loss of data or punitive losses or damages suffered by you, Contractor or any third party arising out of or in connection with this agreement, or the supply of services to you, including in contract, in tort (including negligence), equity or in statute.
- 27 No party will be liable for any amounts or default to the extent they are directly attributable to an event beyond the party's reasonable control. This does not include a lack of financial resources (including non-payment of any kind whatsoever) or disputes and/or problems with a party's resources or industrial disputes.
- 28 We disclose that the supplied information may have omissions and errors and we and the Contractor do not warrant or represent the databases and/or the information are complete and free from errors or omissions or that they are current or reliable, and you agree not to make any claim or demand of any kind against us or the Contractor whether in contract, tort (including negligence), under statute or otherwise in respect of the completeness or accuracy of any database or information.
- 29 You agree that you are acquiring our services for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 30 You and Contractor will indemnify us against all costs, losses and damages resulting from any claim, suit, action or proceeding (Claim) brought against us (including a Claim by third parties) to the extent that the Claim is based on, is connected to or arises out of any failure by you or Contractor to comply with this agreement, or due to any unlawful or negligent act or omission by you or the Contractor or any of your employees, contractors or agents. In the event of a Claim, you and Contractor will provide to us all documents and assistance reasonably required by us. Centrix agrees to take all reasonable steps to mitigate any costs, losses or damages for which it seeks indemnification under this clause.
- 31 Notwithstanding any other clause in this agreement, to the extent permitted by law your maximum liability to us for any costs, losses and damages or for any claim arising out of connection with this agreement is NZ\$2,500,000.

E. OUR COMPLIANCE CHECKS

- 32 We are required by certain laws and regulations and under our terms of access to certain third party information to check your compliance (and the compliance of Contractor) with some of the obligations in this agreement and to monitor your use of our services. You and Contractor must promptly co-operate with us when we undertake these compliance checks and monitoring, and in our efforts to investigate and resolve complaints and requests for correction of any information you have given us. This may require you and/or Contractor to answer questions, provide us with information or documentation or to take other reasonable steps to show your compliance (and the compliance of Contractor) or to assist our monitoring or investigations or to substantiate any information you have given us.
- 33 In addition, you and Contractor must promptly co-operate with us in our efforts to undertake a systematic review of the effectiveness of any policies, procedures and controls we have in place to comply with our legal obligations and any you and Contractor have in place to comply with your obligations under this agreement.

F. GENERAL

- 34 Access to our services is subject to your compliance with this agreement. You will ensure that you, and your employees, contractors and agents abide by the terms and conditions of this agreement.
- 35 Where necessary, in order to reflect changes required by relevant law or by the introduction of new services we may amend this agreement by giving you and Contractor no less than 30 days written notice. This may be in the form of a new agreement. You may terminate this agreement by giving 10 days written notice to us if you do not accept (in your sole discretion) any such amendment.
- 36 All intellectual property in relation to our services or otherwise created in providing our services to you is and remains our exclusive property (or our third party suppliers or vendors as the case may be) and you agree that you have no claim or rights to any part of such intellectual property and you will take whatever steps necessary to ensure that ownership rights in relation to such intellectual property remains with us.
- 37 If you are a foreign person or entity as defined in the Privacy Act 2020 (NZ), then the following applies:
- 37.1 In relation to all personal information that we supply to you under this Agreement, you must comply with the requirements of the Privacy Act 2020 (NZ) as if it was an agency that is subject to the Act, notwithstanding that it may be an agency that is not subject to the Act; and

- 37.2 The parties acknowledge when the Privacy Act 2020 (NZ) commences on 1 December 2020, any disclosure of personal information by us to you can only occur when certain conditions are met. In the event you form the view (acting reasonably) that this Agreement does not include obligations to protect personal information (disclosed by us to you) that are comparable to the safeguards of the Act, this Agreement will be amended to include the contractual clauses approved by the Privacy Commissioner of New Zealand for this purpose.
- 38 No rights will be prejudiced or restricted by any indulgence or forbearance given by one party to another party and no waiver concerning any breach will operate as a waiver concerning any subsequent breach.
- 39 This agreement (with its schedules) forms the entire agreement between the parties concerning the supply of the services to you and supersedes all prior agreements.
- 40 You or Contractor must not assign this agreement without our prior written consent, which will not be unreasonably withheld.
- 41 This agreement will be governed by New Zealand laws and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 42 All notices and invoices to you will be sent to your last postal or email address you have provided. All notices to us or Contractor are to be sent to the address set out below, or such other address as most recently notified by us or Contractor

G. AML/ID VERIFICATION/DRIVER LICENCE VERIFICATION SERVICES

- 43 You must only use our AML/ID Verification services for the purpose of verifying an individual's identity, age or address information for lawful purposes of identity verification, fraud prevention or enforcement of laws designed to prevent money laundering but this does not include determining a consumer's eligibility for credit or insurance for personal, family or household purposes, employment or a government license or benefit.
- 44 Before using our AML/ID Verification/Driver Licence Verification Services you must obtain the consent from the relevant individual. The written consent to search the individual's drivers licence information must be retained and made available to the NZ Transport Authority upon request.