

Agreement for the supply of Centrix information services

A. Application of agreement

- 1 Centrix Group Limited (NZB 9429032209006) and Centrix Data One Limited (NZB 9429042367727) (together “we”, “us”, “our”) will supply to the Subscriber (“you”, “your”) our information services on the terms and conditions contained in this agreement. By using our services, you agree to comply with this agreement. Some of the terms and conditions only apply when you use certain services as indicated in this agreement.

B. Supply of services

- 2 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.
- 3 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.
- 4 So that we can provide the services, you must supply us with the information we require and 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 you reasonable notice of any changes to our policies and procedures.
- 5 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 2020 (NZ) and any other applicable laws.
- 6 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.
- 7 As part of the consideration for your use of our information services, you agree to provide us with default information on all overdue accounts owed to you for use by us in our information services business (subject to clause 46 where the debt is owed by an individual). It is acknowledged that such information may be provided directly by you or a third party collection agency nominated by you.
- 8 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 (NZ), 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.
- 9 You agree that where we are permitted to 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.
- 10 We may suspend your access to our services where you have not paid our fees by the due date (provided the such fees are not subject to a genuine dispute), or where we believe, acting reasonably, you are in breach of this agreement and the breach is not remedied within 10 business days of you being notified in writing of such breach, or you are in breach of any laws or regulations or where we believe, acting reasonably, providing services to you may be a breach of any laws or regulations. You will not be entitled to any compensation during a period of suspension.
- 11 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.
- 12 You are responsible for all communication costs for access to our services.
- 13 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 and you 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 Contractor 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

- 14 You must ensure that only persons properly authorised by you have access to our services.
- 15 If we give you a user name, password or other identifier to access our services you must keep this confidential and only use it for a proper purpose in accordance with this agreement.

- 16 You must take appropriate measures to safeguard against improper access of our services and the information we provide, including (without limitation):
 - 16.1 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;
 - 16.2 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;
 - 16.3 notifying us in writing of any unauthorised access to our services, changes to your authorised users and compromises in the security relating to any of those matters;
 - 16.4 providing information and training to ensure compliance with the policies and controls;
 - 16.5 monitoring usage and regularly checking compliance with the policies and controls;
 - 16.6 taking appropriate action in relation to identified breaches of policies and controls; and
 - 16.7 any other measures as reasonably required by us.

D. Fees

- 17 You will pay us for the services at the rates set out in the Fees Schedule.
- 18 We will invoice you on a monthly basis and you will pay the invoice by the 20th day of the month following the date of the invoice.
- 19 If you do not pay us by the due date then we may charge interest on the amount overdue at the rate of 12% per annum (accruing daily) until the overdue amount is paid. You agree that we may list any information about a default on our credit reporting database for use in our credit reporting services and that information may be made available to our other subscribers. You also agree to pay us any costs we or our agents incur in recovering money you owe us, including commission and legal costs on a solicitor-client basis.

E. Term and termination

- 20 The agreement continues until one of us gives 30 days written notice that the agreement is to end.
- 21 We may terminate this agreement immediately if you 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 to you specifying the breach.
- 22 Termination in any manner shall not affect any rights or obligations properly accrued to either of any party prior to termination
- 23 Termination of this agreement will not extinguish or otherwise affect the obligations under this agreement which by their nature are intended to survive termination.

F. 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 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 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) or equity or in statute.
- 27 Neither of us 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 Notwithstanding any other clause in this agreement and to the extent permitted by law our maximum liability to you for any losses, damages, costs or for any claims howsoever arising out of or in connection with this agreement or the supply of our services to you is an amount equal to twelve times the average monthly price charged in the three months preceding the first event giving rise to any such loss or damage.
- 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 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 to comply with this agreement or any negligent or unlawful act or omission by you or any of your employees, contractors or agents.. In the event of a Claim, you will provide to us all documents and assistance reasonably required by us.

G. Our compliance checks

- 31 We are required by certain laws and regulations and under our terms of access to certain third party information to check your compliance with some of your obligations in this agreement and to monitor your use of our services. You 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 to answer questions, provide us with information or documentation or to take other reasonable steps to show your compliance or to assist our monitoring or investigations or to substantiate any information you have given us.
- 32 In addition, you 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 have in place to comply with your obligations under this agreement.

H. General

- 33 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.
- 34 All intellectual property in relation to the services or otherwise created in providing the 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.
- 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 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 If you are a foreign person or entity as defined in the Privacy Act 2020 (NZ), then the following applies:
- 36.1 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
- 36.2 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.
- 37 No rights will be prejudiced or restricted by any indulgence or forbearance given by one of us to the other and no waiver concerning any breach will operate as a waiver concerning any subsequent breach.
- 38 This agreement (with its schedules) forms the entire agreement between us concerning the supply of our information services to you and supersedes all prior agreements.
- 39 You must not assign this agreement without our prior written consent, which will not be unreasonably withheld.
- 40 This agreement will be governed by New Zealand laws and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 41 All notices and invoices to you will be sent to your last postal address, email address or fax number you have provided. All notices to us are to be sent to the address set out below, or such other address as most recently notified by us:
To: Centrix Group Limited, PO Box 62512, Auckland 1546

I. Consumer credit bureau services

In addition, this Section I applies if you use the consumer credit bureau services that supplies credit information about individuals ("Bureau"). Centrix Group Limited is the consumer credit reporter and is required by the Credit Reporting Privacy Code 2020 ("Code") to impose additional obligations on you when you supply information to be listed on the Bureau or use the Bureau services. These obligations do not limit any other obligations. In this section only "us", "our" and "we" means Centrix Group Limited.

- 42 Without limiting clause 9, before giving us information in order to use our services, or default information to list on our Bureau or before using our Bureau services you must obtain the individual's authorisation to do so and you must tell the individual that we are collecting their personal information for credit reporting purposes and that we may use the information to update our Bureau and use for credit reporting purpose and provide the information to other subscribers. In some limited circumstances this may not apply to you. See our FAQs for when authorisation is not required.
- 43 You must only access the Bureau services for a purpose permitted by the Code and you must confirm the purpose each time you access the Bureau services. See our FAQs for the permitted purposes.
- 44 If you offer risk-based pricing for your credit products and you access the Bureau to assist you to fix the price offered to an individual depending on their credibility you must:
- 43.1 provide the individual with the option to obtain a quotation for the cost of the credit product; and
- 43.2 nominate "quotation" for the cost of credit as the purpose of the access.

- 45 You must as soon as reasonably practicable update any information you give to us so that the information remains accurate, up to date, complete, relevant, and not misleading.
- 46 If you give us default information about an individual to list on the Bureau, the debt must not be disputed, it must be overdue for more than 30 days and you must not be prevented by any law from beginning proceedings against the person. Before you give it to us you must have told the person in default and asked them to pay the amount due and taken other steps to get the default paid. If the person is a guarantor, you must wait 30 days after telling them about the default before you can list the information on the Bureau.
- 47 You understand that we will record every access you make to the Bureau services and that this will be made available to the individual if they request a copy of their credit report from us.
- 48 Driver licence information: If you collect a driver licence number to give to us you must make it clear to the individual that supplying the driver licence number is voluntary. If the driver licence number is given to you, you must:
- 48.1 also collect the driver licence card number;
 - 48.2 disclose both the driver licence number and card number to us; and
 - 48.3 where the driver licence number and driver licence card number are collected from the individual in person, take reasonable steps to ensure that the individual is the individual shown on the driver licence.
- 49 Comprehensive reporting information: If you provide us with credit account information we both agree to comply with the Principles of Reciprocity For Comprehensive Credit Reporting (8 March 2013). We will only disclose credit account information you have given us to a subscriber who has agreed to comply with the Principles of Reciprocity, unless you agree otherwise, or we are required to by law.
- 50 Ministry of Justice fines information: If you make a fine status request, before you do so you must obtain the consent of the individual or organisation to make the request and to the disclosure of the information contained in the request and to the disclosure of the fine response to us and to you. You must keep this consent for at least 2 years. Where the information in the request contains driver licence information you must take the steps set out in Clause 48.
- 51 Pre-screening: If you use our pre-screening services, each time you provide us with a direct marketing list to provide the services you represent and warrant that:
- 51.1 the list has been compiled in compliance with the Privacy Act 2020 (NZ);
 - 51.2 the list does not include the names of any individuals who have registered with the New Zealand Marketing Association indicating that they do not wish to receive unsolicited marketing;
 - 51.3 the list is to be used only for direct marketing related to the provision of credit by you; and
 - 51.4 the criteria agreed in advance is for the purpose of excluding individuals who represent an adverse credit risk and would be ineligible to receive the direct marketing.
- 52 Tracing to facilitate the return of money: If you use our tracing services, each time you provide us with a request to provide the services you represent and warrant that:
- 52.1 you hold money owed to an individual and your sole purpose of using the service is to facilitate the return of the money to the individual;
 - 52.2 you have taken all reasonable steps to trace the individual using the information you hold as well as publicly available information;
 - 52.3 you have written to the individual at the last known address to notify them about the money you are holding; and
 - 52.4 at least 3 months has passed since your last contact with the individual.

J. Wheels motor vehicle services and ppsr services

In addition, this Section J applies if we provide you name and address information of individuals held on the Motor Vehicle Register or you use our Personal Property Securities Register Services. In this section. These obligations do not limit any other obligations.

- 53 You must only request the name and address information on individuals held on the Motor Vehicle Register for an Authorised Purpose. Authorised Purpose means a purpose for access to the name and address information on individuals held on the Motor Vehicle Register that we are authorised for and applies to you as set out in the MVR Authorised Purposes Schedule. This Schedule will be completed prior to any access and forms part of this agreement. You must confirm the Authorised Purpose at the time of each enquiry. Where the Authorised Purpose requires, you must obtain the consent of relevant individual before the enquiry.
- 54 You must only request information from the Personal Properties Securities Register for a purpose permitted by s173 of the Personal Property Securities Act 1999. See our FAQs for information on the permitted purposes.
- 55 If you use our PPSR Registration Services you acknowledge and agree that we are only providing you a gateway to the PPSR and you are loading the information on the PPSR and you are responsible for checking the accuracy of the information registered by you and ensuring registrations are kept up to date and do not lapse.

K. Verification services

In addition, this Section K applies if you use our Verification Services. If as part of this service you also access the consumer credit bureau, Section I will also apply. These obligations do not limit any other obligations.

- 56 You must only use our 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.
- 57 Before using our 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.