

**SUBSCRIBER AGREEMENT – DATA PROTECTION CLAUSES**  
**TRANSFER OF PERSONAL INFORMATION TO SUBSCRIBER WHO IS A FOREIGN PERSON OR ENTITY**

The Subscriber (**you, your**) has entered into an Agreement with Centrix Group Limited (NZB 9429032209006) and Centrix Data One Limited (NZB 9429042367727) (together **we, us, our**) to access and use Services. The Subscriber is a Foreign Entity or Person and these additional terms and conditions are incorporated into the Agreement and Subscriber is bound by these additional terms and conditions.

- 1 **Limits on collection:** You must only collect Transferred Information as reasonably necessary for lawful purposes connected with your business functions or activities. You must ensure that your methods of collection are lawful, fair and do not intrude unreasonably on the affairs of any Individual.
- 2 **Limits on use and disclosure:** You will not use or disclosed Transferred Information except as permitted in this Agreement.
- 3 **Security:** You will protect the Transferred Information by implementing and maintaining Best Practice safeguards against any loss of the Transferred Information, and any unauthorised access, use, modification or disclosure of the Transferred Information.
- 4 **Accuracy:** You will take reasonable steps to ensure that the Transferred Information is accurate, up to date, complete, relevant and not misleading (**Accurate**) before using it.
- 5 **Deletion:** You will promptly and securely destroy or delete the Transferred Information once it is no longer reasonably required by you for the Permitted Purpose.
- 6 **Privacy Officer:** You will maintain a person with responsibility for monitoring and ensuring your compliance with this agreement (**Privacy Officer**). You will ensure that the Privacy Officer provides reasonable co-operation to Individuals and us for the purposes of compliance with these Data Protection Clauses. Upon our request, you will notify us of your Privacy Officer and will keep us updated with the details of any new Privacy Officer if this changes.
- 7 **Suspension:** If you are in breach of any of these Data Protection Clauses, we may suspend your access to the Services until you have rectified the breach.
- 8 **Third parties process Personal Information for Subscriber:** Without limiting clause 2 (*Limits on use and disclosure*), if you disclose Transferred Information to a third party, then if the third party's use and disclosure of the information is solely as an agent for you and not solely for the third party's own purposes: (a) you must use all reasonable endeavours to prevent unauthorised use or disclosure of the Transferred Information, including by ensuring that the third party is obliged not to use or disclose the Transferred Information except as authorised by you, and is obliged to have in place safeguards consistent with the requirements of clause 3 (*Security*); (b) for the purposes of this Agreement the Transferred Information held by the third party will be treated as being in your control, and you are responsible for the third party's acts and omissions in relation to the Transferred Information.
- 9 **Where third parties process Personal Information for their own purposes:** Without limiting clause 2 (*Limits on use and disclosure*), if you disclose Transferred Information to a third party, then if the third party uses or discloses the information for its own purposes and not solely as your agent: (a) you must ensure that the third party enters into a binding and enforceable agreement with you, imposing on the third party substantially the same obligations in respect of that Transferred Information as are imposed on you under these Data Protection Clauses, and giving Individuals substantially the same rights to enforce those obligations as they have under these Data Protection Clauses; and (b) if you fail to ensure that the third party enters into such an agreement, then under this Agreement the Transferred Information held by the third party will be treated as being in your control and you will be responsible for the third party's acts and omissions in relation to the Transferred Information. This clause 9 does not apply to any disclosure required by law or any disclosure to a third party that is subject to the Privacy Act or other laws that overall provide comparable safeguards.
- 10 **Subscriber must notify affected Individuals of a Notifiable Privacy Breach:** You must notify each affected Individual as soon as practicable after becoming aware that a Notifiable Privacy Breach has occurred, but: (a) if it is not reasonably practicable for you to directly notify an affected Individual or each member of a group of affected Individuals, you may give public notice of the Privacy Breach so long as that party ensures the public notice does not identify any affected Individual; (b) you may delay notification and/or public notice to the extent and for so long as you believe this is necessary because notification or public notice would increase the risk to the security of Transferred Information and the risk outweighs the benefits of informing affected Individuals; (c) you are not required to give any notification or public notice where that would not be required from you under the Privacy Act if you were subject to the Privacy Act.
- 11 **Centrix may notify affected Individuals if Subscriber fails to do so:** If you fail to give notice when required under clause 10 (*Subscriber must notify affected Individuals of a Notifiable Privacy Breach*) we may give notice on your behalf.
- 12 **Subscriber may need to notify Privacy Breaches under local data laws:** Nothing in these Data Protection Clauses reduces any obligation you may have to notify a Privacy Breach under any local data laws.
- 13 **Subscriber must notify Centrix of a Privacy Breach:** You will promptly notify us as soon as you become aware that a Notifiable Privacy Breach has occurred, and if we are responsible for notifying Individuals of Privacy Breaches you will provide all assistance and information reasonably required by us to meet our obligations under the Privacy Act.
- 14 **Right of access and correction:** You agree that each Individual has a right to access, and to seek correction of, their Personal Information held by you that is included in the Transferred Information.
- 15 **How to handle a request for access:** If an Individual requests access to their Transferred Information, then subject to clause 17 (*Timeframes for responding to requests for access or correction*) and clause 18 (*When can a request be refused*), you will confirm whether or not it you hold any Transferred Information about them and, if you do, you will provide them with access to the information and advise them that they may request correction of their information.
- 16 **How to handle a request for correction:** Where an Individual requests correction of their Transferred Information, you will take reasonable steps to ensure that the information is Accurate taking into account the Permitted Purpose of use. If you are not willing to correct the information as requested, you will take reasonable steps to ensure a statement of the requested correction is attached to the information,

so as to ensure it will always be read with the information. Where you correct any Transferred Information or attaches a statement of correction, you must take reasonable steps to inform any person to whom you have disclosed the relevant Transferred Information.

- 17 **Timeframes for responding to requests for access or correction:** You must respond to an Individual's request for access to or correction of their Transferred Information as soon as reasonably practicable and no later than 30 days after receiving the request. You must provide reasonable assistance to the Individual in relation to each request.
- 18 **When can a request be refused:** In relation to any requests for access or correction from an Individual, you may refuse access, extend the timeframe for complying with the request, and/or charge the Individual for complying with the request, to the extent that this would be permitted if the request was made under the Privacy Act and you were subject to the Privacy Act.
- 19 **Subscriber will comply with its own laws:** You will ensure that your treatment of the Transferred Information is consistent with all local data protection laws. However, where a requirement of the local data protection law is less protective than the other requirements of these Data Protection Clauses, to the extent permitted by law you will comply with the requirement that is the most protective of the Transferred Information and the interests of the relevant Individuals.
- 20 **Subscriber must notify Centrix about any use or disclosure compelled by law:** If you are required by a court or government agency under any applicable law to disclose or use the Transferred Information in a way that would not otherwise be permitted by this Agreement, then to the extent law allows you must notify us to give us the opportunity to contest that legal requirement (for example, by taking the matter to court).
- 21 **Subscriber is not aware of any local laws that would undermine this Agreement:** You confirm that at the time of entering into this Agreement you have made reasonable efforts to identify whether you are covered by any law that could reasonably be expected to have a substantial adverse effect on the protections intended by these Data Protection Clauses, and you are not aware of any such law. You will use reasonable efforts to ensure that, if any such law applies to you in the future, you will promptly notify us.
- 22 **Individuals can claim compensation or other court orders:** If you breach any of the obligations in a Trigger Clause and the breach is an Interference with Privacy of an Individual, the Individual may be entitled to one or more of the following remedies, with the choice and extent of remedy determined by the tribunal hearing the matter, as it considers just and equitable: (a) monetary compensation from you for loss suffered as a result of the Interference with Privacy, which may include monetary compensation for humiliation, loss of dignity, and/or injury to the feelings of the Individual, or for any adverse effect on the Individual's rights, benefits, privileges or obligations; (b) an order restraining you from continuing or repeating the Interference with Privacy, or from engaging in, or causing or permitting others to engage in, conduct of the same kind, or conduct of any similar kind specified in the order; (c) an order that you perform any acts specified in the order with a view to remedying the Interference with Privacy, or redressing any loss or damage suffered by the aggrieved individual or aggrieved individuals as a result of the interference, or both. However, the Individual will not be entitled to any damages or other relief beyond the damages or other relief that could reasonably be expected to be granted under the Privacy Act in the same circumstances, if you were subject to the Privacy Act.
- 23 **Individuals have these rights even though they are not party to this Agreement:** The entitlement to a remedy under clause 22 (*Individuals can claim compensation or other court orders*) is directly enforceable by each Individual in accordance with Part 2 of the Contract and Commercial Law Act 2017 (NZ). The Data Protection Clauses can be amended without the consent of any Individual, so long as the amendment either increases the protections provided in the Data Protection Clauses, or ensures that if the protections are reduced they remain at such a level that any Transferred Information disclosed to you by us before the amendment could still be disclosed to you after the amendment in compliance with the Privacy Act.
- 24 **Centrix can claim on behalf of Individuals if requested:** We may bring a claim or claims under clause 22 (*Individuals can claim compensation or other court orders*) on behalf of one or more Individuals, at the request of those Individuals, although we are not obliged to do so.

## DEFINITIONS

- 25 Unless the context requires otherwise:
- Access or Correction Clause** means any of the following clauses: clause 14 (*Right of access and correction*), clause 15 (*How to handle a request for access*), clause 16 (*How to handle a request for correction*), clause 17 (*Timeframes for responding to requests for access or correction*), or clause 18 (*When can a request be refused*).
- Best Practice** means at least the standard of practice generally expected globally in the same or similar circumstances, from a reasonable and prudent processor of personal information that is the same or of a similar nature to the Transferred Information
- Interference with Privacy** in relation to an Individual means: (a) any breach by you of a Safeguard Clause that has or may have a detrimental impact on the Individual, including any loss, damage or injury to them, or any adverse effect on their rights, benefits, obligations or privileges, or significant humiliation, significant loss of dignity, or significant injury to their feelings; (b) any breach by you of clause 10 (*Subscriber must notify affected Individuals of a Notifiable Privacy Breach*) in relation to a Privacy Breach involving that Individual's Transferred Information; and/or (c) any breach by the you of clause **Error! Reference source not found.** in relation to a request by that Individual for access to or correction of their transferred information
- Notifiable Privacy Breach** means a privacy breach that it is reasonable to believe has caused serious harm to an affected Individual or Individuals or is likely to do so.
- Privacy Act** means Privacy Act 2020 (NZ).
- Privacy Breach** means any unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, Transferred Information, or any action that prevents Subscriber from accessing Transferred Information on either a temporary or permanent basis.
- Transferred Information** means all Personal Information in the Output.
- Safeguard Clause** means any of the following clauses: clause 1 (*Limits on collection*), clause 2 (*Limits on use and collection*), clause 3 (*Security*), clause 4 (*Accuracy*), clause 5 (*Deletion*), or clause 6 (*Privacy Officer*).
- Trigger Clause** means any of the following clauses: a Safeguard Clause, clause 10 (*Subscriber must notify affected Individuals of a Notifiable Privacy Breach*), clause 13 (*Subscriber must notify Centrix of a Privacy Breach*), or an Access or Correction Clause.
- 26 Other capitalised terms have the definitions provided for them in the Terms and Conditions for Centrix Services.