

Terms and conditions for supply of Centrix services

These Terms and Conditions govern the Subscriber's (you, your) access to and use of Services of Centrix Group Limited (NZB 9429032209006) and Centrix Data One Limited (NZB 9429042367727) (together **we, us, our**). The Agreement constitutes the Subscriber Application Form and these Terms and Conditions (including any Schedules) and any terms and conditions expressly incorporated by reference. If there is a conflict between the terms in the Subscriber Application Form and these Terms and Conditions, the Terms and Conditions in the Subscriber Application Form will prevail.

A. SUPPLY OF SERVICES

- 1 **Right to use Services:** We grant you a non-exclusive, non-transferable, limited right to access and use the Services for the Term on the terms of this Agreement. Subscriber may allow its Users to use the Services and Subscriber is responsible for each User's compliance with this Agreement and any act or omission of a User. Access to the Services is subject to your compliance with this Agreement.
- 2 **Acceptable Use:** You must only use the Services for your internal business use and only in accordance with all Laws, and where applicable, only for the Permitted Purpose (**Acceptable 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.
- 3 **Supply of Uploaded Data:** For us to provide the Services, you must supply us with all the Uploaded Data we reasonably require.
- 4 **Availability of Services:** The Services will generally be available all day, 7 days a week. Support Services will generally be available on Business Days 8am – 5pm. You acknowledge that (a) Services are made available through communication links and networks which are supplied by external suppliers and the availability of 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; (b) we rely on Third Party Suppliers to provide some of the Services and the availability of those Services is dependent upon the performance of Third Party Suppliers and some Services may not always be available.
- 5 **Suspension:** We may suspend your access to Services upon 2 Business Days' notice where (a) you have not paid our fees by the due date (provided the such fees are not subject to a genuine dispute); (b) we reasonably believe 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 (c) we reasonably believe you are in breach of any Laws applicable to your use of the Services or we are prohibited by Law or a Third Party Supplier agreement from supplying Services to you. We may suspend your access to Services immediately where we reasonably believe your use of the Services may (a) undermine the security or integrity of any of Centrix' Systems or any Systems of a Third Party Supplier or of any third party hosting the Services; or (b) result in a Data Breach. You will not be entitled to any compensation during a period of suspension.
- 6 **Communication costs:** You are responsible for all communication costs for access to the Services.
- 7 **Third Party Supplier:** When the Services include Third Party Services, you agree: (a) to be bound by any Third Party Supplier Terms and Conditions and the Third Party Supplier Terms and Conditions are incorporated into this Agreement; (b) that it is the intention to include the Third Party Suppliers as beneficiaries of this Agreement for the purposes of the Contractor and Commercial Law Act 2017 with all rights and remedies available as if Third Party Supplier was a party to this Agreement; (c) we are not responsible for any delays, failure or any other loss or damage arising out of or in connection with any Third Party Services, except to the extent that the delay, failure or loss or damage was a direct result of our act or omission.
- 8 **Updates/Upgrades:** We may at any time update or upgrade the Services.

B. RESTRICTIONS ON USE OF SERVICES

- 9 **General restrictions:** You must not, and must not cause or permit others to (or attempt to): (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services or Output (Acceptable Use excepted) or any System used to deliver the Services; (b) access or use the Services to build or support products or services that compete with the Services; (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party; (d) use the Services in a manner likely to cause excessive load or otherwise interfere with the delivery of the Service to other subscribers; (e) input into the Services any content that may be offensive or material or data in breach of any applicable Law (including credit card details and data or other material protected by Intellectual Property Rights which you do not have the right to use); (f) undermine the security or integrity of any Centrix System or any System of a Third Party Supplier or of any third party hosting the Services; (g) gain unauthorised access to any materials other than those to which Subscriber has been given express permission to access or to the computer system on which the Services are hosted; (h) transmit or input into the Services any files that may damage Centrix' or any other person's computing devices or software (including by introducing any malicious software or code); (i) collect any information or communication about any other users of the Service including by monitoring or by intercepting any process or communication initiated by the Service.
- 10 **Other restrictions:** Without our express prior written approval, you must not, and must not cause or permit others to (or attempt to): (a) perform or disclose any benchmarking, availability or performance testing of the Services; (b) perform or disclose any performance or vulnerability testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services.
- 11 **Additional Terms for specific Services:** From Section L of this Agreement, additional terms and conditions apply to certain Services. These terms and conditions are in addition to all other the terms and conditions and except as expressly set out, do not limit any other obligations in this Agreement.

C. PROVISION OF DATA AND DATA PROTECTION

- 12 **Accuracy of Uploaded Data:** Before you provide us with any Uploaded Data you must take reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.
- 13 **Consents:** Before you, (or an Individual) provide us with any Uploaded Data or you access the Services, you must obtain all applicable consents and authorisations for all uses and disclosures of Personal Information that may occur as a result of your use of the Services. All consents and authorisations must be freely given and informed, and in accordance with applicable Data Protection Laws and any other applicable Laws. You must keep a record of all consents and authorisations and when requested by us, promptly provide us with a copy of such authorisations and consents. You agree that we may provide the authorisations and consents to a Third Party Supplier or any regulatory body.
- 14 **Compliance with Data Protection Laws:** You must you ensure: (a) you process any Personal Information in the Uploaded Data or Output in compliance with applicable Data Protection Laws; and (b) your privacy notice informs the Individual of the purpose of collection, and uses and disclosures of Personal Information used in supplying the Services.
- 15 **Foreign Person or Entity:** If you are a Foreign Person or Entity, you agree to comply with the Data Protection Clauses and the Data Protection Clauses are incorporated into this Agreement.
- 16 **Historical Reports:** You acknowledge and agree that for the purposes of s11(2) of the Privacy Act 2020 (NZ): (a) when we supply Information Services, we will hold one copy of each report supplied to you (**Historical Reports**) to be accessed by you for your purposes only and we hold the Historical Reports as your agent and on your behalf and not for our own purposes; (b) we may at any time destroy a Historical Report, however we will let you know before we do so.
- 17 **Our use of Uploaded Data:** You agree that during the Term and after termination of this Agreement, we may use Uploaded Data (except data in the SaaS Services) in aggregated form for statistical, analytical and research purposes (**Analysis**), provided our use is in accordance with applicable Data Protection Laws. We may use the Analysis for our business purposes and where any Analysis is disclosed to third parties or made public, you will not be identified. We retain all Intellectual Property Rights in the Analysis.
- 18 **Rights to use Uploaded Data:** You have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of Uploaded Data and for obtaining all rights related to Uploaded Data required by us to perform the Services and for any other use permitted by this Agreement.
- 19 **Service Analysis:** You agree that we may compile statistical and other information related to the performance, operation and use of the Services,(including your use of the Services) (**Service Analysis**) and use for security and operations management, statistical analysis and research and development. We may use Service Analysis for our business purposes and where any information is disclosed to third parties or made public, you will not be identified. We retain all Intellectual Property Rights in the Service Analysis.

D. SAFEGUARD OF ACCESS TO SERVICES, OUR DATABASES AND CENTRIX SYSTEMS

- 20 **Authorised users only:** You must ensure that only persons properly authorised by you have access to the Services. If we give you a user name, password or other identifier to access the Services (**User Login**) you must keep this confidential and only use it for a proper purpose in accordance with this Agreement. A User must not be under the age of 16.
- 21 **User Login:** If you know or suspect any User Login information has or is likely to become used in any unauthorised way, you must immediately change the password and notify Centrix. We may request Users to change User Login details at any time and you (and your Users) must promptly comply with any such request.
- 22 **Safeguard measures:** You must take appropriate measures to safeguard against improper access to the Services, Centrix Systems and Databases, including (without limitation): (a) developing written policies and procedures to be followed by your Personnel; (b) establishing controls, including the use of passwords, credential tokens or other mechanisms and user identification; (c) notifying us in writing of any unauthorised access to the Services, changes to your Users and compromises in the security relating to any of those matters; (d) providing information and training to Users ensure compliance with the policies and controls; (e) monitoring usage and regularly checking compliance with the policies and controls; (f) taking appropriate action in relation to identified breaches of policies and controls; (g) securely configuring your network, operating systems and the software of your web servers, databases and computer systems; and (h) any other measures as reasonably required by us.

E. FEES

- 23 **Fees:** You will pay us for the Services at the rates set out in the Schedule or as agreed in writing by us. We may increase the Fees for a Service on each anniversary of the commencement date of your use of the Service upon 30 days written notice to you.
- 24 **Invoice:** 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.
- 25 **Overdue Fees:** If you do not pay us by the due date 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.

F. TERM AND TERMINATION

- 26 **Notice:** This Agreement continues until one of us gives 30 days written notice to the other party that this Agreement is to end.
- 27 **Termination for breach:** A party may terminate this Agreement immediately on written notice to the other party if the other party (a) is 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 30 days of a notice being given to the defaulting party specifying the breach and requiring it to be remedied; or (b) suffers an insolvency event. In the event we terminate under this clause, you will not be entitled to any refund in Fees.

- 28 **Rights not affected:** Termination in any manner shall not affect any rights or obligations properly accrued to either party prior to termination.
- 29 **Survival:** Termination of this Agreement will not extinguish or otherwise affect the obligations under this Agreement which by their nature are intended to survive termination.

G. INTELLECTUAL PROPERTY

- 30 **IPR in the Services:** All Intellectual Property Rights in relation to the Services and any derivative works of them or otherwise created in providing the Services to you is and remains our exclusive property (or our Third Party Suppliers, licensors or vendors, as the case may be). You agree that you have no claim or rights to any part of such Intellectual Property Rights and you will take whatever steps necessary to ensure that ownership rights in relation to such Intellectual Property remains with us (or our Third Party Suppliers, licensors or vendors, as the case may be).
- 31 **Feedback:** You grant to us a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by you or any Users related to the operation or functionality of the Services.
- 32 **Brands:** A party must not use or refer to the name, logo or trade mark of the other party unless authorised in writing by the other party.

H. WARRANTIES AND DISCLAIMERS

- 33 **Mutual warranty:** Both parties warrant that it has the power and authority to enter into and perform its obligations under this Agreement.
- 34 **Intellectual Property Rights:** We warrant that the Services do not infringe the Intellectual Property Rights of any third party. We will not be liable for a breach of this warranty to the extent the infringement arises out of: (a) any Uploaded Data; (b) any materials you provide to us; (c) modification or alteration of the Services by any party other than us or the relevant Third Party Supplier; (d) any Third Party Integrations; (e) your use of the Services other than in accordance with this Agreement, any Documentation or written instructions given by us.
- 35 **Breach:** If we are in breach of the warranty in clause 34 (Intellectual Property Rights), we will, at our option and at our sole discretion, either modify the Services to be non-infringing or provide a workaround solution. If neither of the options are commercially feasible, either party may terminate the applicable Service on written notice to the other party. We will refund you any Fees for Services not provided. This sets out your sole and exclusive remedy for breach of the warranty in clause 34 (Intellectual Property Rights).
- 36 **No warranties:** We do not warrant that: (a) the Services will be uninterrupted or error free, or will always be available; (b) that the Services will meet your requirements or your legal obligations or to be used for any particular purpose by you; or (c) the Output is free of errors or defects or is complete, reliable, correct or current.
- 37 **No implied warranties:** Except as expressly set out in this Agreement, and to the extent permitted by Law, all other conditions, guarantees or warranties whether expressed or implied by statute (including any warranty under Part 3 of the Contract and Commercial Law Act 2017) are expressly excluded. 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. You agree this clause is fair and reasonable in the circumstances.
- 38 **Disclaimers:** You acknowledge and agree that: (a) your use the Services (including all Output) is at your own discretion and risk and you are responsible for the assessment and evaluation of the Output and for any damage to your computer systems or other device or loss of data that results from your use of the Services; (b) it is your responsibility to satisfy yourself that the Services meet your requirements, including any compliance with your obligations under applicable Law; (c) where the Services include Third Party Services, we rely on Third Party Suppliers and those Services may be subject to limitations and delays.

I. LIMITATION AND LIABILITY

- 39 **Output:** You agree that whilst we will take all care in providing the Services, to the extent permitted by Law, we will not be liable in any way for any Output or any use by you (or any third party) of any Output.
- 40 **No consequential loss:** To the extent permitted by Law, we will not be liable (whether in contract, tort, including negligence, statute or otherwise) for any indirect, incidental, special or consequential losses or damages (including loss of profit, revenue, business, goodwill, anticipated savings, information or data).
- 41 **Limitation of Liability:** Notwithstanding any other clause in this Agreement, to the extent permitted by Law, our liability to you arising out of or in connection with this Agreement in any Year for all events occurring in that Year giving rise to liability whether in contract, tort, including negligence, statute or otherwise) shall in no circumstances exceed a sum equal to the total Fees actually paid by you during that Year.
- 42 **Indemnity:** You will indemnify us against all costs, losses and damages resulting from any claim made against us (including by a third party) to the extent that the claim arises out of a breach by you of this Agreement or any negligent or unlawful act or omission by you or any of your Personnel. In the event of a claim, you will provide to us all documents and assistance reasonably required by us.
- 43 **No liability for other party's failure:** No party will be responsible, liable or held to be in breach of this Agreement or otherwise to the extent that the failure is caused by the other party's breach of this Agreement, or by the negligence or misconduct of the other party or its Personnel.
- 44 **Mitigation:** Each party must take reasonable steps to mitigate any loss, or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party in connection with this Agreement.
- 45 **Unforeseen Events:** Neither of us will be liable for any amounts or default to the extent they are directly attributable to an Unforeseen Event. If an Unforeseen Event occurs, the affected party will promptly notify the other party. To the extent commercially practicable, the party affected by the Unforeseen Event will continue to comply with this Agreement.

J. OUR COMPLIANCE CHECKS

- 46 **Co-operate with us and provide us information;** Where we are required by Law or a Third Party Supplier agreement to check your compliance with your obligations in this Agreement, or monitor your use of the Services, you agree that: (a) 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 Uploaded Data, which 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 Uploaded Data; (b) 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 applicable Laws and any you have in place to comply with your obligations under this Agreement.

K. GENERAL

- 47 **Variation:** We may vary this Agreement by giving you no less than 30 days written notice. You may terminate this Agreement by giving 10 days written notice to us if you do not accept (in your sole discretion) any variation.
- 48 **No prejudice:** No rights will be prejudiced or restricted by any indulgence or forbearance given by one party to the other and no waiver concerning any breach will operate as a waiver concerning any subsequent breach.
- 49 **Entire Agreement:** This Agreement forms the entire agreement between us concerning the supply of the Services to you and supersedes all prior arrangements and agreements.
- 50 **Assignment:** You must not assign this Agreement without our prior written consent, which will not be unreasonably withheld or delayed.
- 51 **Law:** This Agreement will be governed by New Zealand laws and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 52 **Severance:** A determination that any provision of this Agreement is illegal, void or unenforceable will not affect any other part of this Agreement.
- 53 **Notices:** All notices and invoices to you will be sent to your last postal address or email address 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**

L. CONSUMER CREDIT BUREAU SERVICES

In addition, this Section L applies if you use the consumer credit bureau services that supplies credit information about Individuals ("Bureau Services"). 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 Database or use the Bureau Services. In this section only "us", "our" and "we" means Centrix Group Limited.

- 54 **Authorisations:** Before supplying us with any Uploaded Data to use the Bureau Services, you must obtain the Individual's authorisation to do so and you must tell the Individual that (a) we are collecting their personal information for credit reporting purposes; (b) we may use the information to update our Bureau Database; (c) we may use the information for credit reporting purpose; (d) we may 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.
- 55 **Permitted Purpose:** You must only access the Bureau Services for a Permitted Purpose and you must confirm the purpose each time you access the Bureau Services. See our FAQs for the permitted purposes.
- 56 **Update Uploaded Data:** You must as soon as reasonably practicable update any Uploaded Data so that the information remains accurate, up to date, complete, relevant, and not misleading.
- 57 **Default Information:** If you give us default information about an Individual to list on the Bureau Database, 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.
- 58 **Provision of Default information:** Subject to the requirements of clause 56 (Default Information) you must provide us with default information on all overdue accounts owed to you. We may use the default information for the purposes of supplying Information Services to you and other subscribers. It is acknowledged that such information may be provided directly by you or a third party collection agency nominated by you
- 59 **Use of Uploaded Data to the Bureau Database:** Notwithstanding clause 17 (Our use of Uploaded Data), you agree that where we are permitted to by Law, we may retain any Uploaded Data to the Bureau Database supplied by you when using the Bureau Services and we may use this information during the Term and after its termination: (a) to update our Bureau Database; (b) to provide Services to you and any other subscribers to the Bureau Services; (c) for statistical or analytical purposes; or (d) as permitted by Law.
- 60 **Footprint:** You understand that we will record every access you make to the Bureau Services and this will be made available to the Individual if they request a copy of their credit report from us as well as to other subscribers to the Bureau Services (subject to certain restrictions in the Data Protection Law).
- 61 **Risk based pricing:** If you offer risk-based pricing for your credit products and you access the Bureau Services to assist you to fix the price offered to an Individual depending on their credibility you must: (a) provide the Individual with the option to obtain a quotation for the cost of the credit product; and (b) nominate "quotation" for the cost of credit as the purpose of the access.
- 62 **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: (a) also collect the driver licence card number; (b) disclose both the driver licence number and card number to us; and(c) 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.

- 63 **CCR:** 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.
- 64 **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 61 (Driver Licence information)
- 65 **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: (a) the list has been compiled in compliance with the Privacy Act 2020 (NZ); (b) 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; (c) the list is to be used only for direct marketing related to the provision of credit by you; and (d) 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.
- 66 **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: (a) 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 (b) you have taken all reasonable steps to trace the Individual using the information you hold as well as publicly available information; (c) you have written to the Individual at the last known address to notify them about the money you are holding; and (d) at least 3 months has passed since your last contact with the Individual.

M. WHEELS MOTOR VEHICLE SERVICES AND PPSR SERVICES

In addition, this Section M 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.

- 67 **Authorised Purpose:** 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.
- 68 **PPSR:** 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.
- 69 **Accuracy of information:** 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.

N. VERIFICATION SERVICES

In addition, this Section N applies if you use our Verification Services. This includes use of our Bureau Services and Bureau Database

- 70 **Permitted Purpose:** 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.
- 71 **Authorisations:** Before supplying us with any Uploaded Data to use the Verification Services, you must obtain the relevant Individual's authorisation to do so and you must tell the Individual that (a) we are collecting their personal information for credit reporting purposes; (b) we may use the information to update our Bureau Database; (c) we may use the information for credit reporting purpose; (d) we may provide the information to other subscribers.
- 72 **Use of Uploaded Data to the Bureau Database:** Notwithstanding clause 17 (Our use of Uploaded Data), you agree that where we are permitted to by Law, we may retain any Uploaded Data supplied by you when using the Verification Services and we may use this information during the Term and after its termination: (a) to update our Bureau Database; (b) to provide Services to you and any other subscribers to the Bureau Services; (c) for statistical or analytical purposes; or (d) as permitted by Law.
- 73 **Footprint:** You understand that our Verification Services access our Bureau Data and we will record every access you make to the Bureau Services and this will be made available to the relevant Individual if they request a copy of their credit report from us.
- 74 **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: (a) also collect the driver licence card number; (b) disclose both the driver licence number and card number to us; and (c) 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.

O. POSITIVE COMMERCIAL BUREAU ("PCB")

PCB is a closed user Database for subscribers who have entered into an agreement with us to supply commercial credit account information in substantially the same form as this agreement ("Participating Users").

- 75 **Supply of information:** Every month you will supply us information on all your active commercial customer accounts indicating the account current balance and any balances past due. In any month where you do not provide us updated information on an account, the account data will be reported as not updated.

- 76 **Closed accounts:** You will supply to us information on all closed accounts within 30 days of the service being terminated by you. You will update closed accounts within 30 days of the date on which any full settlement or partial payment has occurred.
- 77 **Suspension:** Failure to comply with clauses 75 (Supply of Information) or clause 76 (Closed accounts) may result in the suspension this PCB service until such time as you comply with your obligations.
- 78 **Disclose:** We will only disclose commercial credit account information to a Participating User, unless expressly agreed by you, or we are required to by Law.

P. SaaS SERVICES

In addition, this Section P applies if you use any SaaS Service. In this section, Uploaded Data means all data inputted into the SaaS Service by Subscriber or Individual and any reports created within the SaaS Service.

- 79 **Consents:** The consents and authorisations required for use of a SaaS Service includes permitting us to disclose the Uploaded Data to Third Party Suppliers for the purposes of providing the Third Party Services and permitting the Third Party Supplier to use and disclose the Uploaded Data for the purposes of supplying the Services to you.
- 80 **Rights to Uploaded Data:** You grant us (and our applicable Third Party Suppliers) the right to host, use process, display and transmit Uploaded Data to provide the SaaS Services in accordance with this Agreement.
- 81 **Protection of Uploaded Data:** Both parties will implement appropriate technical and organisational measures to protect against unauthorised or unlawful processes of Uploaded Data or its accidental loss, destruction or damage. If there is any loss or damage to Uploaded Data, your sole and exclusive remedy will be for us to use reasonable efforts to restore such lost or damaged data from any back-up of Uploaded Data maintained by us or the Third Party Supplier. To avoid doubt, this does not impose an obligation on us or our Third Party Supplier to back-up Uploaded Data.
- 82 **Data Breach:** If we become aware of or reasonably suspect there has been a Data Breach relating to Uploaded Data, we will promptly notify you, provide reasonable information and co-operation to you and take measures reasonably required to mitigate the actual or potential Data Breach and/or impact of its effects. You acknowledge that the SaaS Service may be a hosted by a Third Party Supplier and our response will be reliant on the Third Party Supplier's co-operation.
- 83 **Holding Personal Information as your agent:** You acknowledge and agree that for the purposes of s11(2) of the Privacy Act 2020 (NZ): when we supply SaaS Services, we (and our Third Party Suppliers) are processing any Personal Information in the Uploaded Data as your agent and we (and our Third Party Suppliers) will not use or disclose any Personal Information in the Uploaded Data for our own purposes.
- 84 **Deletion of Uploaded Data:** At any time, Subscriber may delete Uploaded Data. Within 30 days of deletion by Subscriber, the Uploaded Data will be securely permanently deleted.
- 85 **Termination:** On termination by Subscriber of the SaaS Services your customer account will be deactivated. Uploaded Data will be available to Subscriber to retrieve. The Uploaded Data will be securely deleted on the earlier of (a) the Uploaded Data being retrieved by Subscriber; and (b) the expiry of 3 months after termination of the SaaS Service, or a lesser time if our Third Party Supplier agreement requires.
- 86 **Upgrades:** Subscriber must take all new upgrades of the SaaS Services at no cost. Upgrades will not reduce current functionality of the SaaS Services unless it is a requirement by applicable Law.

Q. DEFINITIONS

- 87 Unless the context otherwise requires:

Business Day means any day excluding Saturdays, Sundays and public holidays observed in Auckland.

Centrix API means the application programming interfaces made available to Subscriber to access the Services and supply Uploaded Data.

Data Protection Clauses means the data protection clauses found <https://www.centrix.co.nz/third-party-data-source-terms-conditions/>

Data Protection Law means all applicable privacy, data protection laws, legislation, rules, regulations including the Privacy Act 2020 (NZ) in New Zealand.

Data Breach means (a) unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, Personal Information; or (b) an action that prevents a party from accessing Personal Information on either a temporary or permanent basis.

Database means a database of Centrix.

Documentation means all documentation provided by Centrix to the Subscriber that provides details of the Services and how to access the Services.

Fees means the fees payable by Subscriber for the services set out in the Schedule or the Subscriber Application Form.

Foreign Person or Entity means (a) an individual who is neither present in New Zealand nor ordinarily resident in New Zealand; or (b) a body incorporated or unincorporated that is not established under the law of New Zealand and does not have its central control and management in New Zealand.

Individual means the individual who is the subject of the information or Services (as the case may be).

Information Services means the supply of data and analytical information about an Individual or organisation.

Intellectual Property Rights means includes copyright and all rights existing anywhere in the world and conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. **Intellectual Property** has a consistent meaning and includes any enhancement, modification or derivative work of the Intellectual Property.

Law means all applicable statutes, regulations, bylaws, and all mandatory codes, rules, orders under such statutes, regulations and bylaws, in New Zealand.

Output means all data and information provided or obtained through the use of Services or the provision of Services by us.

Permitted Purpose means the purpose set out in this Agreement or Subscriber Application Form and as permitted by applicable Law.

Personal Information means any personal information, personal data or equivalent definition under applicable Data Protection Law.

Personnel means a party's employees, contractors, agents and officers and in the case of Subscriber, includes Users.

Professional Services means general consulting, implementation and/or training services provided by Centrix to Subscriber.

SaaS Services means the services, applications, tools and data made available to you on a software-as-a-service basis, as described in the Subscriber Application Form, including any updates and upgrades.

Services means any services and deliverables we provide or make available to you under this Agreement, including Information Services, Professional Services, SaaS Services, Support Services, Centrix API, Third Party Services and including all Output and Documentation.

Support Services means the supplemental, technical support services to be provided to Customer (if any) as specified in the support services document.

System means any system, hardware, software, firmware and networking or telecommunications equipment, including any information, communications or technology infrastructure or network.

Term means the term of this Agreement commencing on the day you start using the Services and ending on the day this Agreement is terminated in accordance with its terms.

Third Party Integrations means a software application that interoperates with the Services that is not owned or licenced by us.

Third Party Services means services supplied by a third party (**Third Party Supplier**) that form part of the Services supplied to Subscriber under this Agreement.

Third Party Supplier Terms and Conditions means any additional Third Party Supplier terms and conditions found <https://www.centrix.co.nz/third-party-data-source-terms-conditions/>

Unforeseen Event means an event that is beyond the reasonable control of a party but does not include any risk or event that the party claiming could have prevented or overcome by taking reasonable care. 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

Uploaded Data means all data (including Personal Information) supplied by Subscriber to Centrix (whether by the Subscriber, a User, third party or a Third Party Integration) when using or accessing the Services or for uploading to a Database, and for SaaS Services includes any data inputted into the SaaS Services by Subscriber, User or Individual.

User means an individual who is authorised by Subscriber to use the Services in accordance with this Agreement.

Year means the 12 month period commencing on the date of this Agreement and each 12 month period thereafter.

R. CONSTRUCTION

88 Unless the context otherwise requires:

- (a) words in the singular shall include the plural and in the plural shall include the singular.
- (b) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative.
- (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (d) A reference to a party to this Agreement includes that party's personal representatives, successors and permitted assigns;
- (e) a reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement.
- (f) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- (g) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- (h) As far as possible, the provisions of the Agreement will be interpreted so as to promote consistency with the Privacy Act.
- (i) Any reference to this Agreement includes the Schedules.