

Subscriber Agreement - Third Party Data Source Terms and Conditions

Updated September 2023

These terms and conditions are incorporated into the agreement between Centrix Group Limited and Centrix Data One Limited (“we”, “our” “us”) and the Subscriber (“you”, “your”) for the supply of information services to you (“Subscriber Agreement”). These terms and conditions do not limit or amend any other terms and conditions in our agreement with you.

If you use our information services to access the information/report/database listed in the table below, the corresponding Third Party Data Source is the supplier of the information to us and our contract with the supplier requires us to include additional terms and conditions in our Subscriber Agreement with you. You agree to abide by the relevant Third Party Data Source Terms and Conditions that are set out below the table.

Information/Report/Database	Third Party Data Source
Personal Property Securities Register (PPSR) information	Ministry of Business, Innovation and Employment (“MBIE”)
New Zealand Companies Office Information Company Affiliations	MBIE
Insolvency Information	MBIE
Red Book Information (motor vehicle information)	Auto Information Limited
Acuris Risk Intelligence C6 PEP and Sanctions database	Data Zoo Limited
NZ Passports & NZ Birth Certificates	Department of Internal Affairs
Property Ownership	Corelogic NZ Limited
Drier Licence Verification	Waka Kotahi (NZTA)

Ministry of Business, Innovation and Employment – Terms and Conditions

(“MBIE Information” means the information we supply to you that has been sourced from MBIE)

1. All title, ownership rights and intellectual property rights in and to the MBIE Information remains the property of the New Zealand Government and/or the relevant New Zealand Ministry or agency.
2. You must not use the MBIE Information for direct marketing purposes or the creation of direct marketing lists for on-sale to other parties.
3. You must report any queries, defaults, failure, errors or omissions in respect of the MBIE Information directly to MBIE.
4. You must not engage in any illegal or offensive behaviour using the MBIE Information.
5. Without any exclusion or limitation and to the fullest extent permissible by law, you hereby indemnify, hold harmless and defend MBIE and each of its officers, employees, partners, agents and suppliers in respect of all damages, costs and expenses, including legal fees (on a solicitor and own client basis) and litigation expenses arising out of your use of the MBIE Information.
6. Under no circumstances (including but not limited to negligence) will MBIE or its officers, employees, partners, agents or suppliers, be liable for any inaccuracy or incompleteness of or any change to the MBIE Information.

Auto Information Limited – Terms and Conditions

1. Auto Information Limited (Red Book) has prepared this data and valuations from information gathered from a variety of sources. Whilst all care is taken in producing the data and valuations, Red Book cannot guarantee or make any representations regarding the use of, or reliance, on it. Red Book is not responsible for all the information provided to it and you should not rely on the data or valuations without making your own independent assessment of the vehicle and other sources of information. Red Book is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, this valuation and data.

Data Zoo Limited – Terms and Conditions

1. You are granted a non-exclusive, non-transferable, revocable licence to access and use the Acuris Risk Intelligence C6 database accessed through the Data Zoo Service only for the purposes, that you have agreed to and executed and any restrictions specified in our agreement with you.
2. You must only use the Data Zoo Service for the purpose of:
 - a. assisting in complying with legal duties and regulations which apply to you;
 - b. performing a statutory role as a Governmental organisation;
 - c. performing law enforcement duties; or
 - d. assisting a third party entity in relation to the obligations set out in a. to c. above.
3. You must:
 - a. only allow permitted users to access and use the Data Zoo Service;
 - b. prevent any third person from using your user ID or password;
 - c. inform us immediately of any actual or potential unauthorised access to your Data Zoo account, or to any part of the Data Zoo Service;
 - d. obtain the consent of the individual (hardcopy or electronic form) prior to making an enquiry using the Data Zoo Service on that individual;
 - e. supply upon request copies of the consent provided by the individual should it be requested by any relevant New Zealand authority or by us or Data Zoo Limited.
4. You must not:
 - a. reproduce, distribute, display, sell, publish, broadcast or circulate the Data Zoo Service or any information retrieved from the Data Zoo Service to any third party (otherwise than required by law), nor make the Data Zoo Service available for any such use;
 - b. use the Data Zoo Service to verify or validate any other datasets;
 - c. modify, adapt, translate, reverse engineer, de-compile, disassemble, or create derivative works in whole or in part based on the Data Zoo Service;
 - d. use any device, software or routine to interfere or attempt to interfere with the proper working of the Data Zoo Service or any activity conducted through the website; or
 - e. take any action which imposes an unreasonable or disproportionately large load on Data Zoo infrastructure.
5. You acknowledge that you have through your own efforts collected and entered the names, and any associated address and telephone number information in your database, and arranged the names, and any associated address and telephone numbers, in your database.

Department of Internal Affairs – Terms and Conditions for use of the DIA Identity Confirmation Service

("Check" means a request to use the Service; "DIA" means the New Zealand Department of Internal Affairs; "Responsible Official" means the Chief Executive of the DIA; "Service" means the DIA Identity Confirmation service)

1. You acknowledge and agree that:
 - a. The Service makes use of a database held by the DIA.
 - b. Prior to using the Service, you must be approved by the Responsible Official and listed as such in our agreement with the Responsible Official.
 - c. All Checks must be carried out in accordance with the Subscriber Agreement (which includes these terms and conditions).
2. You must comply with all conditions notified to you that are required by the Responsible Official for integrating to and using the Service, including protection of personal information and security breach processes.
3. You must ensure the individual who is the subject of the Check has given consent (in written or electronic form) to the Check before you make the request. The consent for a Check may be given on:

- a. A one-off basis (for each Check) and in that case, you must ensure the individual is able to withdraw the consent prior to the Check being carried out; or
 - b. An ongoing basis (that is for a series of Checks, whether repeated or otherwise) and in that case, you must ensure the individual is able to withdraw the consent before all of the Checks, or any further Checks are carried out.
4. When requested by us, you must provide us with an assurance that the individual has consented to the Check.
5. You must follow our reasonable instructions relating to:
 - a. how you must obtain the consent of an individual to a Check;
 - b. how an individual may withdraw their consent to a Check;
 - c. the circumstances in which an individual's consent for a Check that is given on an ongoing basis must be treated as having expired; and
 - d. any requirements notified to us by the Responsible Official
6. Unless otherwise approved by the Responsible Official, no person other than your properly authorised users may directly access the result of a Check, including the individual who is the subject of the Check.
7. Access to the Service may be terminated on the following grounds:
 - a. If the Responsible Official is satisfied that it is no longer appropriate for access to the Service to continue having regard to:
 - i. The nature of your undertaking or activity and whether you have a genuine need to use the Service in carrying out that activity; or
 - ii. Your policies and practices in relation to the security of information and the privacy of individuals.
 - b. You have breached the Subscriber Agreement;
 - c. Our agreement with the Responsible Official has been terminated
8. You must keep records of consents, withdrawals and Checks undertaken (and supporting documentation) and provide these to us and the Responsible Official on request.
9. You must co-operate with us when we carry out routine monitoring of your compliance with these terms and conditions and provide us with reasonable access to the relevant records and staff.
10. You must have an alternative process for dealing with an individual where:
 - a. Their identity information cannot be confirmed using the Service; or
 - b. They have not given their consent to a Check. We may stipulate what that process must be.
11. You must have in place reasonable procedures to follow before taking adverse action against an individual as a result of using the Service, including the requirement to give the individual a reasonable opportunity to make submissions or be heard. We may stipulate what those procedures must be.
12. The Responsible Official may terminate our agreement with you to provide you access to this Service.

Corelogic NZ Limited – Terms and Conditions

(“Property Information” means the information we supply to you that is sourced from Corelogic)

1. You must only use the Property Information for your internal business use and not for any third party use or further distribution or resale.
2. We are not part of Corelogic and have no authority to make any statements on behalf of Corelogic.
3. Corelogic is reliant on information provided by territorial authorities and it will not be liable for any inaccuracies in the Property Information that is supplied by any territorial authority.
4. The Property Information may contain data that has been provided to Corelogic by the Auckland City Council (or any replacement body) and in relation to that data you:
 - a. acknowledge and accept that you have no proprietary right to any of the data provided by the Auckland City Council;
 - b. undertake to use your best endeavours to ensure that this data is protected from unauthorised use or access by third parties;
 - c. acknowledge and accept that the data may contain data and information that is sourced from council, regional councils and other authority bodies;
 - d. acknowledge that this clause 4 is for the benefit of the Auckland City Council for the purposes of the Contracts (Privity) Act 1982.
5. You will maintain best endeavours to safeguard the Property Information from access or use by unauthorised people including external testing of data security measures including conducting regular penetration testing to ensure that there has not been any unlawful access or reverse engineering of the Property Information.
6. You will not use or knowingly permit the Property Information to be used contrary to the Privacy Act 2020 or any other law or code relating to the disclosure of public or personal information (including the Marketing Association Code of Practice).
7. You will not use or knowingly permit the Property Information to be used contrary to the Unsolicited Electronic Messages Act 2007 or any other law relating to “spam” messaging or any form of unsolicited direct marketing activity.
8. You agree that the following warranties are expressly excluded:
 - a. the Property Information is capable of being processed on your computer equipment.
 - b. there will be Property Information available for every property.
 - c. the material on Corelogic’s website will be free from infection, viruses or destructive code and Corelogic shall not be liable to you on any basis for any damage or loss suffered by you as a result of material on its website infecting or damaging any computer equipment, software and any other electronic devices.
 - d. any Property Information concerning the value of a property is not intended or designed to replace a full registered valuation from a registered valuer. It is your responsibility to determine what and if you use the Property Information or seek a full registered valuation from a registered valuer.
9. Corelogic will not be liable for any claim that the Property Information infringes a third party’s patent, copyright, design, trade mark or confidential information right in the circumstances where the data provided by Corelogic to us would not have led to the infringement.
10. You acknowledge that you have no property rights in the Property Information except the rights granted in this agreement.
11. Corelogic holds copyright in the Property Information and you are not granted any copyright in the Property Information.
12. You must immediately notify us if you learn of or have reason to believe that the Property Information infringes a third party’s patent, copyright, design, trade mark, other intellectual property or confidential information rights.
13. To the extent permitted by law Corelogic will not be liable for any damage to or loss suffered by you arising from the supply of the Property Information from us (howsoever arising, including negligence).

Waka Kotahi (NZTA) – Terms and Conditions

Waka Kotahi provides a photo driver licence (“PDL”) card verification system which confirms that a record of a valid PDL exists on the Driver Licence Register matching the details of the named person and stipulates:

1. We act independently from (and not on behalf of) Waka Kotahi in regard to Driver Licence information. As a result, we are (not Waka Kotahi) responsible for our conduct and actions in regard to Driver Licence information.
2. Furthermore, Waka Kotahi does not (and cannot) guarantee that by our provision of Driver Licence Information there is a confirmation of the identity of the individual holding or using the driver licence. Information provided by Waka Kotahi to us merely confirms that a record of a current PDL exists at the time of the inquiry, and that any authenticated PDL card has been genuinely issued and is not recorded as cancelled, or lost, or stolen as at the date of enquiry.
3. Waka Kotahi does not accept any liability, now or in the future, in respect of any reliance that we or you place on the accuracy of the Driver Licence information – irrespective of the purpose the you use that information for (including, but not limited to, establishing a client-customer relationship).