

APPLICATION FOR SUBSCRIBER ACCOUNT (SALES CONTRACTOR AND SUBSCRIBER AGENT FOR ACCESS)

Business Information

Applicant Name (Subscriber):		Company No:	
Phone:	Fax:		
Primary Business Address:			
		Town/City:	
Postal Address:			
Town /City:		Postal Code:	
Sole Trader:	Limited Liability:	Partnership:	Other:

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

Credit Decisions/ Quotation : <input type="checkbox"/>	Pre-Employment Check : <input type="checkbox"/>	Tenant Credit Check: <input type="checkbox"/>	Insurance Underwrite Check: <input type="checkbox"/>
Debt Collection <input type="checkbox"/>	AML/CFT Act 2009 <input checked="" type="checkbox"/>		

Contact Information

Primary Contact Name:	
Phone:	Email:
Administration Contact Name:	
Phone:	Email:
Privacy Officer Contact Name:	
Phone:	Email:

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

Signed on behalf of Subscriber:

Name:	Title:	Date:
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Signed on behalf of 2Shakes Ltd:

Name:	Title:	Date:
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Signed on behalf of Centrix Group Ltd:

Name:	Title:	Date:
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Signed on behalf of Centrix Data One Ltd:

Name:	Title:	Date:
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AGREEMENT FOR THE SUPPLY OF INFORMATION SERVICES – SALES CONTRACTOR/SUBSCRIBER AGENT FOR ACCESS

A. APPLICATION OF AGREEMENT

- 1 Centrix Group Limited (NZB 9429032209006) and Centrix Data One Limited (NZB 9429042367727) (together ‘we’ ‘our’ ‘us’) will supply to the Subscriber (“you”, “your”) our information services (the type of services as agreed between us), on the terms and conditions contained in this agreement. **2Shakes Limited (“Contractor”)** has introduced you to the services and will invoice you for use of the services and you will pay Contractor. Contractor will also access our Services on your behalf. Some of the terms and conditions only apply when you use certain services as indicated in this agreement. We may enter into a separate agreement with you regarding the provision of some services.

B. ROLE OF CONTRACTOR

- 2 Contractor has introduced you to our services and all parties agree that Contractor has set the fees to be paid by you under this agreement. You will access our services via Contractor’s gateway and accordingly, you have appointed Contractor to act as your agent and undertake the following on your behalf:
 - 2.1 via its gateway, Contractor will supply us with the information from you that we require so that we can supply the services to you;
 - 2.2 via its gateway, Contractor will access the services from us on your behalf to supply to you.
- 3 Contractor agrees to act as your agent. Contractor will not use any information it receives as a result of this agreement for its own purposes or for any other purposes other than to carry out its role as described in this agreement. Each time you use the services, upon delivery of our services by Contractor to you, Contractor will immediately purge and destroy any information it has received from us, other the information that is necessary for the purpose of invoicing you. Contractor agrees to comply with the Privacy Act 1993 in relation to all personal information it receives as a result of this agreement.
- 4 All parties acknowledge that:
 - 4.1 Contractor is independent of us and is not our agent, employee or partner;
 - 4.2 Contractor has no power or authority to act on our behalf or incur any obligation of any nature on our behalf;
 - 4.3 this agreement does not grant Contractor access to our services in its own right;
 - 4.3 Contractor will have no responsibility for providing services under this agreement other than in carrying out its role as set out in this agreement.
- 5 If you have any queries regarding the services you will in the first instance contact Contractor. If the query relates to the information we have supplied to you, Contractor will direct the query to us. Otherwise Contractor will handle all other queries you may have.

C. SUPPLY OF SERVICES

- 6 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.
- 7 You must not disclose the information supplied as part of our services to any third party except to the extent as required by law and you must not resell the information. You must not reproduce, copy or re-use the information except as reasonably required for your internal business use. All copyright and other proprietary notices, symbols and clauses of Centrix must be affixed to any information reproduced, copied or re-used, whether in printed form, magnetic or any other media or form.
- 8 So that we can provide the services, you must supply us with the information we require. You and Contractor must follow our policies and procedures as notified from time to time, including all security procedures such as the use and security of passwords. We will give reasonable notice of any changes to our policies and procedures.
- 9 Before you provide us with information or use our services you must obtain all applicable consents and authorisations, which must be freely given and informed, and in accordance with the Privacy Act 1993 and any other applicable laws.
- 10 Before you provide us with any information you must take reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.
- 11 You agree that where we are permitted to by law, we may retain any information supplied by you when using our services and we may use this information during the term of this agreement and after its termination to update our databases and for providing services to you and any other subscribers to our information services or as permitted by law.
- 12 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 49 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.
- 13 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 s3(4) of the Privacy Act, 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.
- 14 We may suspend your access (via Contractor) to our services where you have not paid fees due under this agreement by the due date, (provided the such fees are not subject to a genuine dispute) or where we believe, acting reasonably, you or Contractor are in breach of this agreement and the breach is not remedied within 10 business days of you or Contractor being notified in writing of such breach or you or Contractor 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.
- 15 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.
- 16 You are responsible for all communication costs for access to our services.
- 17 We are required under our terms of access to certain third party information to include certain terms and conditions in our agreement with you for the benefit of the third party information providers. These terms and conditions are found on our website: Third Party Terms and Conditions. You and Contractor agree to these terms and conditions and you understand and agree that it is the intention to include the third party providers as beneficiaries of this agreement for the purposes of the Contract and Commercial Law Act 2017 (and any successor legislation) with all rights and remedies available as if each third party provider was a party to this agreement.

D. SAFEGUARD OF ACCESS TO SERVICES AND INFORMATION WE PROVIDE

- 18 You and Contractor must ensure that only persons properly authorised by you have access to our services.
- 19 If we give you or Contractor a user name, password or other identifier to access our services you and Contractor must keep this confidential and only use it for a proper purpose in accordance with this agreement,
- 20 You and Contractor must take appropriate measures to safeguard against improper access of our services and the information we provide, including (without limitation):
 - 20.1 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;
 - 20.2 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;
 - 20.3 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;
 - 20.4 providing information and training to ensure compliance with the policies and controls;
 - 20.5 monitoring usage and regularly checking compliance with the policies and controls;
 - 20.6 taking appropriate action in relation to identified breaches of policies and controls; and
 - 20.7 any other measures as reasonably required by us.

E. FEES

- 21 The parties agree that Contractor will invoice you and Contractor is solely responsible for the collection of any amount payable by you under this agreement. You will pay Contractor for our services and the services provided by Contractor in the manner and at the rates set out in the Fees Schedule provided to you by Contractor. No fees are to be paid by you to us for our services supplied under this agreement.
- 22 If you do not pay Contractor by the due date then Contractor may charge you interest on the amount overdue (other than amounts which are the subject of a bona fide dispute) at the rate of 12% per annum (accruing daily) until the overdue amount is paid. You agree that Contractor 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 other subscribers or used or disclosed for any other lawful purposes. You also agree to pay Contractor any costs Contractor or its agents incur in recovering money you owe Contractor, including commission and legal costs on a solicitor-client bases

F. TERM AND TERMINATION

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

G. LIMITATION AND LIABILITY

- 28 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.
- 29 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.
- 30 To the extent permitted by law, in no circumstances will we be liable to you, Contractor or to any third party for any special, indirect, consequential, loss of profit, loss of revenue, loss of business, loss of data or punitive losses or damages suffered by you, Contractor or any third party arising out of or in connection with this agreement, or the supply of services to you, including in contract, in tort (including negligence), equity or in statute.
- 31 No party will be liable for any amounts or default to the extent they are directly attributable to an event beyond the party's reasonable control. This does not include a lack of financial resources (including non-payment of any kind whatsoever) or disputes and/or problems with a party's resources or industrial disputes.
- 32 Notwithstanding any other clause in this agreement, to the extent permitted by law our maximum liability to you or to Contractor for any losses, damages, costs or for any claim 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..
- 33 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.
- 34 You and Contractor will indemnify us against all costs, losses and damages resulting from any claim, suit, action or proceeding (Claim) brought against us (including a Claim by third parties) to the extent that the Claim is based on, is connected to or arises out of any failure by you or Contractor to comply with this agreement, or due to any unlawful or negligent act or omission by you or the Contractor or any of your employees, contractors or agents. In the event of a Claim, you and Contractor will provide to us all documents and assistance reasonably required by us.

H. OUR COMPLIANCE CHECKS

- 35 We are required by certain laws and regulations and under our terms of access to certain third party information to check your compliance (and the compliance of Contractor) with some of the obligations in this agreement and to monitor your use of our services. You and

Contractor must promptly co-operate with us when we undertake these compliance checks and monitoring, and in our efforts to investigate and resolve complaints and requests for correction of any information you have given us. This may require you and/or Contractor to answer questions, provide us with information or documentation or to take other reasonable steps to show your compliance (and the compliance of Contractor) or to assist our monitoring or investigations or to substantiate any information you have given us.

- 36 In addition, you and Contractor must promptly co-operate with us in our efforts to undertake a systematic review of the effectiveness of any policies, procedures and controls we have in place to comply with our legal obligations and any you and Contractor have in place to comply with your obligations under this agreement.

I. GENERAL

- 37 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.
- 38 Where necessary, in order to reflect changes required by relevant law or by the introduction of new services we may amend this agreement by giving you and Contractor no less than 30 days written notice. This may be in the form of a new agreement. You may terminate this agreement by giving 10 days written notice to us if you do not accept (in your sole discretion) any such amendment.
- 39 All intellectual property in relation to our services or otherwise created in providing our services to you is and remains our exclusive property (or our third party suppliers or vendors as the case may be) and you agree that you have no claim or rights to any part of such intellectual property and you will take whatever steps necessary to ensure that ownership rights in relation to such intellectual property remains with us.
- 40 No rights will be prejudiced or restricted by any indulgence or forbearance given by one party to another party and no waiver concerning any breach will operate as a waiver concerning any subsequent breach.
- 41 This agreement (with its schedules) forms the entire agreement between the parties concerning the supply of the services to you and supersedes all prior agreements.
- 42 You or Contractor must not assign this agreement without our prior written consent, which will not be unreasonably withheld.
- 43 This agreement will be governed by New Zealand laws and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 44 All notices and invoices to you will be sent to your last postal or email address you have provided. All notices to us or Contractor are to be sent to the address set out below, or such other address as most recently notified by us or Contractor:

To: **Centrix Group Limited, PO Box 62512, Auckland 1546.**

To: **2Shakes Limited, Level 4, 85 Ghuznee Street, Te Aro, Wellington 6011.**

J. CONSUMER CREDIT BUREAU SERVICES

In addition, this Section J applies if you use the consumer credit bureau services that supplies credit information about individuals ("Bureau"). Centrix Group Limited is the credit reporter and is required by the Credit Reporting Privacy Code 2004 ("Code") to impose additional obligations on you when you supply information for 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.

- 45 Without limiting clause 11, before giving us information to use our services or default information to list on our Bureau or 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 services 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.
- 46 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.
- 47 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:
- 47.1 provide the individual with the option to obtain a quotation for the cost of the credit product; and
- 47.2 nominate "quotation" for the cost of credit as the purpose of the access.
- 48 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.
- 49 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.
- 50 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.
- 51 **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
- 51.1 also collect the driver licence card number;
- 51.2 disclose both the driver licence number and card number to us; and
- 51.3 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.
- 52 **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.
- 53 **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 51.

- 54 **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:
- 54.1 the list has been compiled in compliance with the Privacy Act 1993;
 - 54.2 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;
 - 54.3 the list is to be used only for direct marketing related to the provision of credit by you; and
 - 54.4 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.
- 55 **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:
- 55.1 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;
 - 55.2 you have taken all reasonable steps to trace the individual using the information you hold as well as publicly available information;
 - 55.3 you have written to the individual at the last known address to notify them about the money you are holding; and
 - 55.4 at least 3 months has passed since your last contact with the individual.

K. WHEELS MOTOR VEHICLE SERVICES AND PPSR SERVICES

In addition, this Section K 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. These obligations do not limit any other obligations.

- 56 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.
- 57 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.
- 58 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.

L. VERIFICATION SERVICES

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

- 59 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.
- 60 Before using our Driver Licence Verification Services you must obtain the consent from the relevant individual. The written consent to search the individual's drivers licence information must be retained and made available to the NZ Transport Authority upon request.

**SCHEDULE 1
FEES SCHEDULE**

The Subscriber will pay the following fees for the Centrix information services and the services provided by the Contractor

Consumer Services

Consumer Credit Report ¹	\$ 6.00
Smart ID with Driver License ²	\$ 5.00
Smart ID with Passport ³	\$ 5.00
Passport Verification only ⁴	\$ 3.00
Driver Licence Verification only ⁵	\$ 2.00
Driver Check Service ⁶	\$ 5.00
PEP/ Sanctions List Search only ⁷	\$ 2.50
Court Fines only ⁸	\$ 1.50
Tracing Services ⁹	\$ 3.00
Monitoring services ¹⁰	\$ 4.00 per monitor hit
Property Data detail ¹¹	\$ 1.50 per property

Commercial Services

Commercial Credit Report ¹²	\$19.50
Commercial Directorship Report (s) ¹³	\$ 8.00
Beneficial Owners Report (AML) ¹⁴	\$ 5.00

Motor Vehicle Services

Wheels Base Report (Vehicle Details) ¹⁵	\$ 4.00
PPSR Search add-on ¹⁶	\$ 4.00
Valuation add-on ¹⁷	\$ 4.00
Court Fines add-on ¹⁸	\$ 1.50

PPSR Registration Services

PPSR Search ¹⁹	\$ 4.00
PPSR Register Finance Statement ²⁰	\$25.00

All prices exclude GST - Payment for services will be via Credit Card entered into the 2Shakes software application

¹**Consumer Credit Report:** Entity Data, Consumer Information (Known Names, Date of Birth, Known Addresses), , File activity, Driver Licence Verification (optional), RED payment history (Subscriber data access permission required), Account & payment History (Subscriber data access permission required), Defaults, Judgments, Insolvencies, Company Affiliations, Court Fines (optional), File Narratives, Name-only insolvencies (optional), Known property ownerships (optional)

²**Smart ID:** AML ID Verification using match to Centrix bureau file with linked Comprehensive data upload, Retail energy account or Property Owner data with optional Driver Licence Verification and Politically Exposed Persons check

³**Smart ID with Passport:** As above but Passport verification included instead of Driver Licence verification

⁴**Passport Verification:** Verification of passport number, expiry date, name and date of birth

⁵**Driver Licence Verification only:** Verification of licence number & version, Surname, First name, Second name, Date of birth

⁶**Driver Check:** Driver Licence validity and endorsements

⁷**PEP/Sanctions List Search:** AML compliance search of sanction lists and politically exposed persons

⁸**Court Fines:** Consumer information , Fines result indicator, Fines balance (if outstanding fines exist)

⁹**Tracing Services:** Consumer Information (Known Names, Date of Birth, Known Addresses), match level

¹⁰**Monitoring Services:** Options include: New address, new enquiry, new account facility, adverse data, score change, monthly score on all active accounts, account payment delinquency advice

¹¹**Property Data detail:** Certificate of Title information for property searched

¹²**Commercial Credit Report:** Enquiry information, Risk Assessment, Company information, Credit details (if available), Notifications, Defaults, Judgments, Insolvencies, File Access, NZ Companies office Details, Director affiliations, Shareholder affiliations, PPSR Finance Statements, Public Notices

¹³**Commercial Directorship Report:** Consumer Credit Report (refer 1) on each Director of the searched Company

¹⁴**Beneficial Owners Report (AML):** Defines the Beneficial Owner(s) of a registered Company as defined by AML legislation

¹⁵**Wheels Base Report (Vehicle Details):** Vehicle Description (Plate, VIN, Year, Make Model), Current Registered Parties (Subscriber data access permission required), Vehicle Details, Registration details, plate history, Odometer history, warnings (Stolen, unreliable odometer flags)

¹⁶**Wheels PPSR Search add-on:** Number of securities registered, Date of registration of Security, Status, Expiry date, Collateral description, secured parties, Debtor information.

¹⁷**Wheels valuation add-on:** RedBook Valuation including Vehicle features and Specification from RedBook database, Valuation estimation based on condition and available for both private sale and trade in.

¹⁸**Wheels Court Fines add-on:** Consumer information , Fines Result indicator, Fines balance (if outstanding fines exist)

¹⁹**PPSR Search:** Search of the Personal Property Securities Register for registered Financial Statements

²⁰**PPSR Register Finance Statement:** Facility to register a financial statement over an asset on the Personal Property Securities Register.