

Appendix C – Business Partner End User Terms

END USER TERMS

Address Right is a service provided to you by CoreLogic NZ Limited (NZCN 1129102) (**we, our** or **CoreLogic**) which provides you access and use of CoreLogic's Address Right (the **Address Right Service**). These End User Terms govern your use of Address Right and the data made available to you by CoreLogic via the Address Right Service.

1. DEFINITIONS

1.1 In these End User Terms, unless the context otherwise requires

Address Right Service means our "Address Right" Service and includes the Data.

Data means any and all data that we make available to you via the Services from time to time, including all adaptations, enhancements, refreshes, additions or changes to such Data.

End User or **you** or **your** means the business, and its employees, agents, contractors, who are authorised in writing by CoreLogic to access the Services (or the Data within the Services) for the Permitted Purpose.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world including current and future registered and unregistered rights in respect of trade marks, copyright, source-code, databases, product data, circuit layouts, designs, patents, inventions and discoveries, trade secrets, know-how and confidential information, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, and **Intellectual Property** has the corresponding meaning.

Internal Business Needs means solely for the internal business needs of the organisation that is authorised in writing by CoreLogic to access the Services and/or Data, and excludes provision to any other third party unless consented to in writing by us (in our discretion). For clarity it is agreed that the following are not for Internal Business Needs:

- (a) any direct or indirect supply of raw Data or Product Data derivatives by you to third parties for on-supply, re-use or resale; and
- (b) any marketing purposes (whether unsolicited or otherwise).

Law means common law, principles of equity, and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).

Permitted Purpose means to use the Services to access the Data relating to a specific searched address for the Internal Business Needs of an organisation that is authorised in writing by CoreLogic to access the Services and/or Data.

Prohibited Marketing means any message or communication (whether solicited or not) that is made in contravention of any applicable law (including the Privacy Act 1993) or contrary to industry best practice (including direct marketing guidelines of the Marketing Association of New Zealand).

Record means an address selected by you from a list of autocompleted results that are delivered via Address Right.

Services means CoreLogic's Address Right Service and includes the Data.

Term means the period commencing on the date on which you first access and use a Service, and ending on the date on which we terminate your access under clause 10.

Update means an update by way of changes within the current software on which a Service is based.

Upgrade means a new version of the software on which a Service is based.

1.2 References to clauses and sections are references to clauses and sections in these End User Terms, unless expressly provided otherwise.

2. USE OF THE SERVICES

2.1 You will only access and use the Data and the Services in accordance with these End User Terms.

2.2 We reserve the right to change or refine the features and functionality of the Services.

2.3 Without limiting any other terms of the End User Terms, you will follow all reasonable instructions that we give you from time to time with regard to the use of the Services.

2.4 We will not be liable for any delay, defect, deficiency and/or loss of service in connection with your use of the Services or any loss caused by or on account of any telecommunications organisation equipment or services (including any speeds or capabilities of such equipment or services) or any requirements of the telecommunications authority.

3. LICENCE AND RESTRICTIONS

3.1 Subject to these End User Terms, we hereby grant to you a non-exclusive, non-transferable and non-sub-licensable, personal, limited licence during the Term to access and use, subject to any restrictions in the End User Terms, the Services and the Data solely for the Permitted Purpose.

3.2 You agree to use the Services and the Data solely in accordance with the Permitted Purpose and in accordance with all applicable Laws.

- 3.3 You are permitted to use the Data within the Services to verify addresses on a Record by Record basis, and once verified, adopt the verified address into your own database.
- 3.4 Except as expressly permitted by these End User Terms, you must not:
- (a) on sell or supply the Data to any third parties for commercial gain;
 - (b) decompile, disassemble or otherwise reverse engineer all or any portion of the Data, including any source code, algorithms, methods or techniques used or embodied therein whether by scraping, harvesting or some other means;
 - (c) modify or create any derivative works based upon the Data, or incorporate any Data into materials, products or services that you supply;
 - (d) remove or alter any copyright, trade mark, logo or other proprietary notice or label appearing on or in the Data, and you must ensure that you reproduce any proprietary notice or label required by CoreLogic to be displayed on any reproduction or adaptation of the Data;
 - (e) distribute, disclose, market, rent, lease, assign, sublicense or otherwise transfer any Data to any third party, or use the Data on behalf of or for the benefit of any third party; or
 - (f) use any of the Data for any Prohibited Marketing.
- 3.5 If we terminate your right to use the Services and/or Data in accordance with these End User Terms, you must:
- (a) stop using the Services immediately; and
 - (b) delete all Data, except the verified addresses obtained in accordance with clause 3.1.

4. SERVICES

- 4.1 We reserve the right to make changes to the Services in order to maintain the currency of the Services, with ongoing Updates and Upgrades as necessary.
- 4.2 You must ensure that you do not knowingly or recklessly allow any third party access to the Services. If you know or have reason to believe that there has been or is about to be fraudulent or other unlawful use of the Services, you must immediately notify us and adhere to all reasonable instructions from us to rectify such breach.
- 4.3 We may restrict or suspend your access to a Service at any time where we suspect a potential breach in security or unauthorised use of the Service by you or a person authorised by you.

5. WARRANTIES AND EXCLUSIONS

- 5.1 You are responsible for ensuring, and must satisfy yourself, that the Services and the Data obtained by you will meet your needs. For this reason, we do not warrant that the Data will be suitable for the purpose for which you intend to use it.
- 5.2 To the fullest extent permitted by Law, all warranties seeking to impose liability on CoreLogic (or its third party data providers) are excluded. Without detracting from this, you acknowledge and accept that we (and our third party data providers) expressly disclaim all warranties:
- (a) that the Data will meet, or be suitable for, your requirements;
 - (b) that the Data will be error-free, accurate, complete, current, correct, reliable or secure, or otherwise up to date; and
 - (c) that the Data will not be affected by data entry errors, including incorrect entries, double entries or delayed entries, or incorrect or untimely data supplied by our third party providers, or that we will automatically correct any errors or defects discovered in the Data.
- 5.3 To the fullest extent permitted by law, all warranties are hereby excluded, and we hereby expressly disclaim all warranties (including for the express benefit of any of our third party suppliers):
- (a) that the Services or the Data will be error-free or function in an uninterrupted manner; and
 - (b) regarding the use of the Services or the resulting Data, in terms of correctness, accuracy, reliability or otherwise.

6. INDEMNITY AND LIABILITY

- 6.1 You fully indemnify us, and will keep us fully indemnified, from and against any losses, damages, costs and/or expenses (including legal costs assessed on a solicitor and own client basis), claims, demands, actions, suits, proceedings and liabilities which we, or any other party, may suffer or incur arising out of or in connection with your or any of your employees', agents', end users' or representatives' (as applicable) acts and omissions in connection with the Data and the Services.
- 6.2 You acknowledge and agree that, to the maximum extent permitted by Law, neither we nor our third party data providers will, for any reason whatsoever, be liable to you (or any of your employees, agents, end users or representatives, as applicable) under or in connection with these End User Terms or otherwise for any loss, liability, damage, costs, expense or claim (including any direct or indirect costs, claim or loss of income, loss of actual or anticipated profits, loss of business, loss of anticipated savings, loss of damage to or corruption of data, loss of goodwill, loss of reputation or for any special indirect, incidental or loss or damage of any kind howsoever arising, whether such loss or damage was foreseeable in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise).
- 6.3 Without detracting from clause 6.1, our and any third party data provider's total aggregate liability under or in connection with these End User Terms, or arising out of any use, reproduction, modification, amendment or deletion of the Data, provided through the Service, or creation of compilations or derivative works of or from the Data,

including third party data, whether that liability arises in tort (including negligence), contract, equity or on any other basis, shall be limited as follows:

- (a) our total aggregate liability shall be limited to \$1.00; and
- (b) any third party data provider's total aggregate liability shall be limited to \$1.00.

6.4 The limitations in this clause 6 are also expressed for the benefit of our third party data providers for the purposes of subpart 1 (Contractual Privy) of part 2 of the Contract and Commercial Law Act 2017.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 You acknowledge and agree that CoreLogic is and remains the sole and exclusive owner of all rights, title and interests in and to the Services and the Data, including any and all Intellectual Property Rights contained or embodied within the Data subject to any rights of any third party licensor in any Intellectual Property Rights contained or embodied within any Data.

7.2 You acknowledge and agree that:

- (a) you do not acquire any proprietary rights in or to the Data;
- (b) you will not, and will not permit any other person or entity to, infringe upon, harm or contest the validity ownership by CoreLogic (or any of its third party providers) of the Data, or the creations, inventions and Intellectual Property Rights contained or embodied within the Data;
- (c) you will not make derivative works of the Data;
- (d) you undertake to use reasonable endeavours to ensure the Data is protected from unauthorised use or access by third parties; and
- (e) all other uses of the Data not expressly addressed in these End User Terms are strictly prohibited.

7.3 You acknowledge and agree that you will not, and will not permit any other person or entity to, infringe upon, harm, assert ownership or contest the validity of CoreLogic's (or any of its third party licensor's) ownership of the Data, or the creations, inventions and Intellectual Property Rights contained or embodied within the Data. You will notify us of any actual or threatened misuse of any Data.

8. CREATIVE COMMONS LICENCE

8.1 CoreLogic is a party to a worldwide, royalty-free, non-exclusive, Creative Commons Custom Licence under which it receives aerial imagery (**Imagery**) used in the Service.

8.2 The Imagery is licensed under a Creative Commons Attribution 3.0 New Zealand Licence (**Creative Commons Licence**) details of which can be found at <http://creativecommons.org/licenses/by/3.0/nz/legalcode>. The Imagery is not the property of CoreLogic and is credited to the original author (**Original Author**) as shown in the metadata of the Imagery.

8.3 CoreLogic does not assert or imply any connection with sponsorship or endorsement by the Original Author of CoreLogic's use of the Imagery.

8.4 CoreLogic makes the Imagery available to you on the terms of the Creative Commons Licence and in no way implies that it has the right to sublicense the Imagery to you or any third party.

8.5 CoreLogic does not impose any terms on the use of the Imagery by you or any third party that alter or restrict the terms of the Creative Commons Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise any such rights.

8.6 CoreLogic has not imposed any digital rights management technology on the Imagery, any adaption of the Imagery or the Imagery as incorporated with other separate works, that alter or restrict the terms of the Creative Commons Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise those rights.

9. AUDIT RIGHTS

9.1 We or any of our representatives may from time to time audit your records related to your and any of your employees', agents' or representatives' use of the Data and compliance with these End User Terms and you shall allow us or any of our representatives to carry out the audit to have full access to your records for the purposes of carrying out the audit.

10. SUSPENSION/TERMINATION

10.1 We may suspend and/or terminate your access to the Services:

- (a) if you are in breach of these End User Terms; or
- (b) if we suspend access to or withdraw any of the Services at any time for any reason.

11. GENERAL

These End User Terms are governed by the laws of New Zealand. You submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these End User Terms