

END USER TERMS

These End User Terms govern your use of the data made available to you by CoreLogic.

1. DEFINITIONS

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

CoreLogic means CoreLogic NZ Limited.

Data means the CoreLogic data made available to the End User via the Website from time to time, including all adaptations, enhancements, refreshes, additions or changes to such Data.

End User means the person who is supplied (by Freightways) with access to the CoreLogic Data in accordance with the Permitted Purpose (**You**).

End User Terms means these terms.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world including current and future registered and unregistered rights and 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.

Freightways means Freightways Express Limited and its Customer Group Members.

Internal Business Needs means solely for the internal business needs of the End User and not to be provided to any other third party unless consented to in writing by CoreLogic (in its 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 the End User 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 access the Data relating to a specific searched address for the End User's Internal Business Needs.

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 guidelines of the Direct Marketing Association).

Term means the date on which the End User commences using the Data, until the date on which:

- a. Freightways makes a request to CoreLogic that the End User no longer has access to and use of the Data (and CoreLogic processing that request); or
- b. CoreLogic terminates these End User Terms due to the End User's breach of these End User Terms ; or
- c. the master agreement between CoreLogic and Freightways under which the Data is made available to Freightways and to the End User is either terminated or expires .

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

Upgrade means a new version of the software on which the 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 DATA

2.1 The End User will only access the Data in accordance with these End User Terms.

2.2 Without limiting any other terms of the End User Terms, End User will follow all reasonable instructions CoreLogic gives from time to time with regard to the use of the Data.

2.3 CoreLogic will not be liable for any delay, defect, deficiency and/or loss of service in connection with the Data 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 the terms of the End User Terms, CoreLogic hereby grants to End User a non-exclusive, non-transferable and non-sublicensable, personal, limited licence during the Term to access and use, subject to any restrictions in the End User Terms, the Data solely for the Permitted Purpose.

3.2 End User agrees to use the Data solely in accordance with the Permitted Purpose and in accordance with all laws.

3.3 Except as expressly permitted by the Permitted Purpose and the End User Terms, End User 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 into End User materials, products or services any Data;
- (d) remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Data and must ensure that it reproduces 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.

3.4 Upon termination of the End User Terms the End User must:

- (a) immediately cease using the Data and must delete all Data except the verified addresses obtained in accordance with clause 3.1; and
- (b) within twenty working days after the termination or expiry of the End User Terms certify that it has complied with the obligation specified at clause 3.4(a).

4. WARRANTIES AND EXCLUSIONS

4.1 End User is responsible for ensuring, and must satisfy itself, that the Data obtained by it will meet its needs. For this reason CoreLogic does not warrant that the Data will be suitable for the purpose for which End User intends to use it.

4.2 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 CoreLogic (and its 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 CoreLogic's third party providers, or that CoreLogic will automatically correct any errors or defects discovered in the Data.

4.3 To the fullest extent permitted by law, all warranties are hereby excluded, and CoreLogic hereby expressly disclaims all warranties (including for the express benefit of any of its third party suppliers):

- (a) that the Data will be error-free or function in an uninterrupted manner; and
- (b) regarding the use of the Data, in terms of correctness, accuracy, reliability or otherwise.

5. INDEMNITY AND LIABILITY

5.1 End User fully indemnifies CoreLogic, and will keep CoreLogic 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 CoreLogic, or any other party, may suffer or incur arising out of or in connection with End User's or any of its employees, agents, end users or representatives (as applicable) acts and omissions in connection with the Data.

5.2 End User acknowledges and agrees that, to the maximum extent permitted by Law, CoreLogic will not, for any reason whatsoever, be liable to End User (or any of its 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).

5.3 Without detracting from clause 5.2 CoreLogic's and any third party data provider's total aggregate liability under or in connection with this End User Agreement, 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) CoreLogic's 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

5.4 The limitations in this clause 5.3 are also expressed for the benefit of the third party data providers for the purposes of Contract and Commercial Law Act 2017, Part 2, Subpart 1.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 End User acknowledges and agrees that CoreLogic (and its licensors) remains the sole and exclusive owner of all right, title and interest in 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.

6.2 End User acknowledges and agrees that:

- (a) it does not acquire any proprietary rights in or to the Data;

End User Terms



- (b) it 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) it will not make derivative works of the Data;
- (d) it undertakes 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.

6.3 End User acknowledges and agrees that it 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. End User will notify CoreLogic of any actual or threatened misuse of any Data.

7. AUDIT RIGHTS

7.1 CoreLogic or any of its representatives may from time to time audit End User's records related to End User's and any of its employees', agents' or representatives' use of the Data and compliance with these End User Terms and End User shall allow CoreLogic or any of its representatives to carry out the audit to have full access to the records of the End User for the purposes of carrying out the audit.