

NZ Post End User Agreement

This Agreement contains the terms and conditions in respect of your use of the NZ Post Postal Address File and Sequencing Data File. Under section 19 of the QuickAddress NZ Licence Terms and Conditions (“QAS Standard Terms and Conditions”), the QAS Standard Terms and Conditions are amended to include the NZ Post End User Agreement. Other than as set out in this End User Agreement, the QAS Standard Terms and Conditions continue in full force and effect without amendment:-

End User means You.

Data means the Postal Address File (PAF) and Sequencing Data File.

End User Agreement means the terms and conditions set out in this NZ Post End User Agreement.

Licensee Software means the software provided by QAS under the QuickAddress NZ Licence Terms and Conditions.

Licensee means Experian Australia Pty Limited.

Documentation means any documents or other matters supplied with the Data.

Intellectual Property Rights means includes copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks and business and domain names, registered and unregistered designs, circuit layouts, confidential information and know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, trade secrets or confidential or other proprietary information, together with all right, interest or licence in or to any of the foregoing;

Licensor means New Zealand Post Limited.

Update means any version of the Data elected by the Licensee and the next 3 updates immediately following such version.

- i. The End User (and any of its agents and sub-contractors) may only use Data in accordance with the End User Agreement, for the End User’s internal purposes, and only as part of or in combination with the Licensee Software and/or any related services provided to it by the Licensee.
- ii. The End User must procure that any agents or sub-contractors to whom the Data is provided comply with the End User terms in this section 9(a).
- iii. The End User agrees that the Data and the Documentation and all Intellectual Property Rights and other rights in the Data and the Documentation from time to time remain the property of the Licensor and its licensors (as the case may be).
- iv. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.
- v. The End User has no right to use any of the trade marks, business names or logos of the Licensor unless expressly stated otherwise in any sub-licence granted to the End User by the Licensee within the terms of any licence granted by the Licensor to the Licensee.
- vi. The End User must not at any time:
 - a. copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any other party;
 - b. other than as permitted under (i) above, provide the Data to (or allow the provision of the Data to, or access to the Data of) any agents or sub-contractors of the End User without the prior written consent of the Licensor; or

- c. sub-license all or any part of the Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by the Licensor in writing.
- vii. The End User may make a reasonable number of back-up copies of the Data for security purposes. The End User may only use such back-up copies for archive retention and retrieval purposes, and only during the term of the licence.
- viii. If any licence under which a third party grants to the Licensor the right to incorporate the third party's material in the Data is terminated, the licence to the End User in respect of that material terminates and the End User must, at the Licensor's request, remove the same material from any copies of any Data held by the End User within 90 days.
- ix. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by the Licensor or do anything similar or imply that such is the case, unless the Licensor has expressly given its prior written consent to the form and content of such claim.
- x. The End User must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of the Data.
- xi. The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were the Licensee.
- xii. The End User acknowledges that the Licensor has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose or for use in any specific technical environment.
- xiii. On receipt of an update to any Data (including as part of any update of the Licensee Software), the End User must as soon as practicable cease use of any previous version of the Data (and must in any event cease such use by the end of the term of the licence) and commence use of the update.
- xiv. The End User's right to use each Update shall terminate six months after the date on which such Update was released by the Licensor. Early termination of the Licensee's licence from the Licensor shall not affect the End User's right to use any Data provided that such early termination was not caused by or connected with any act or omission of the End User.
- xv. The End User must keep the confidential information of the Licensor, including the Data, confidential.
- xvi. The End User agrees to the provisions of section 10(d) below.
- xvii. The End User agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.
- xviii. The End User must indemnify the Licensor and keep the Licensor indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End User or any other person who has obtained the Data from an End User. The End User's total aggregate liability to the Licensor under this clause xvii shall not exceed \$250,000.
- xix. End User acknowledges that:
 - a. the Licensor has the rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982, and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms; and
 - b. the Licensee will:
 - i. ensure that each End User complies with the End User terms contained in (a) above; and
 - ii. notify the Licensor immediately upon becoming aware of any breach of those terms by an End User and use all available means to prevent the continuance of the breach.
- ii. The address data within the PAF is sourced from New Zealand Post, Land Information New Zealand and the Crown. New Zealand Post and Crown copyright reserved.
- iii. The Data is confidential to New Zealand Post Limited and New Zealand Post Limited owns, or has a licence to use, all intellectual property rights in the data incorporated in this product or service.