



APPLICATION FOR SUBSCRIBER ACCOUNT

Business Information

Applicant Name (Subscriber):		Company No:	
Phone:	Fax:		
Primary Business Address:			
		Town/City:	
Postal Address:			
Town /City:		Postal Code:	
Sole Trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Limited Liability: <input type="checkbox"/>	Other: <input type="checkbox"/>

The Credit Reporting Privacy Code stipulates access to credit reporting services on an individual is available to Subscribers where the individual has given consent and it is for one or more of the following purposes only. Please nominate the purpose/s for access to the Services in relation to individuals. (See Sch 1(A)(6))

Credit Decisions/ Quotation : <input type="checkbox"/>	Pre Employment Check : <input type="checkbox"/>	Tenant Credit Check: <input type="checkbox"/>	Insurance Underwrite Check: <input type="checkbox"/>
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Contact Information

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

By signing below, each party acknowledges they have read, understood and agree to be bound by the terms and conditions of the attached Subscriber Agreement, and that they have acceptable policies and procedures in place to ensure compliance with the Subscriber Agreement.

Signed on behalf of Subscriber:

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

Name:	Title:	Date:
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SUBSCRIBER AGREEMENT

SERVICES

- 1 Centrix will provide credit reporting services to the Subscriber ("Services") on the terms set out in this agreement.
- 2 The Subscriber must only use the Services for the purposes of its internal business use and only in accordance with all applicable laws and regulations.
- 3 The Subscriber must not disclose the information provided by Centrix in supplying the Services to any third party except to the extent as required by law and must not resell the information. The Subscriber must not reproduce, copy or re-use the information except to the extent that it is reasonably required for its internal business use and provided however that all copyright and other proprietary notices, symbols and clauses of Centrix is affixed to any information reproduced, copied or re-used, whether in printed form, magnetic or any other media.

TERMS OF SUPPLY OF SERVICES

- 4 In order to provide the Services, the Subscriber must:
 - 4.1 supply Centrix with the information Centrix requires to supply the Services in the manner and form required by Centrix;
 - 4.2 follow Centrix's policies and procedures as amended from time to time; and
 - 4.3 comply with this agreement and ensure its respective employees, contractors and agents abide by the terms of this agreement.
- 5 The Subscriber must ensure that only persons authorised by the Subscriber have access to the Services. The Subscriber will ensure that its employees, contractors and agents comply with all security procedures agreed between the Subscriber and Centrix and notified to it by Centrix from time to time, including without limitation, the use and security of passwords.
- 6 The Subscriber acknowledges that Centrix is required by the Credit Reporting Privacy Code 2004 ("**Code**") to impose certain obligations on the Subscriber so that it can provide the Services in relation to individuals. These obligations are set out in Schedule 1(A). The Subscriber must comply with the obligations contained in Schedule 1(A).
- 7 Before supplying any information to Centrix or using the Services, the Subscriber must obtain all relevant consents and authorisations from the relevant individual to authorise the supply of the information and use of the Services.
- 8 The Subscriber must supply Centrix with information in relation to the Subscriber's credit defaults that are overdue by 90 days as required by Centrix.
- 9 During the term of this agreement and after expiry or termination of this agreement, Centrix may retain and use the information provided by the Subscriber for the purposes of providing the Services to the Subscriber and for providing credit reporting services to Centrix's customers and for any other purpose as permitted under the Privacy Act 1993, including the Code.
- 10 The Subscriber acknowledges and accepts that Centrix will not provide the Services if Centrix reasonably believes that it is not permitted to under the Code.
- 11 The Subscriber acknowledges that Centrix is required by the Code to maintain an access log recording each access by the Subscriber to the Services.
- 12 The Subscriber must ensure that all credit default information uploaded to Centrix satisfies the requirements of the Code as set out in Schedule 1(B).

FEES

- 13 The Subscriber will pay Centrix for the Services at the rates set out in Schedule 2.
- 14 Centrix will invoice the Subscriber monthly for the Services.
- 15 If the Subscriber does not pay an invoice by the due date, Centrix may charge 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.

TERM AND TERMINATION

- 16 This agreement commences on the day the agreement is signed by all parties.
- 17 This agreement may be terminated by Centrix or the Subscriber upon 30 days written notice to each of the other parties.
- 18 Centrix may terminate this agreement immediately upon written notice to the Subscriber if the Subscriber does not pay any amount due under this agreement by the due date and Centrix has given the Subscriber written notice to remedy the default within 30 days.
- 19 Termination in any manner shall not prejudice any rights or obligations which may have properly accrued under this agreement to either party prior to termination.
- 20 Termination of this agreement for any reason shall not extinguish or otherwise affect the obligations under this agreement which by their nature are intended to survive termination.

LIABILITY

- 21 Centrix will not be liable for, nor will the measure of any damages against Centrix for any breach of this agreement, any tort (including negligence), contravention of any laws or otherwise, include any amounts for any indirect, consequential or punitive damages of any parties (including third parties).
- 22 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 provision does not apply to a lack of financial resources (including non-payment of any kind whatsoever) or disputes and/or problems with a party's own resources or industrial disputes.
- 23 The Subscriber agrees that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 24 The Subscriber acknowledges that the information provided by Centrix as part of the Services comprises of information from a number of sources, including information supplied by third parties and public registers and that Centrix is reliant upon the Subscriber and third parties to ensure the information it provides is accurate and error free. Centrix cannot and does not warrant that the information it provides is free of errors or defects or is complete, correct or current.
- 25 Centrix shall take all care in providing the Services and shall not be liable in any way whatsoever for the information supplied as part of providing the Services. Use of the Services and the information supplied is at the Subscriber's own risk and the Subscriber shall be solely responsible for its assessment and evaluation of the information provided as part of the Services.
- 26 Notwithstanding any other provision of this agreement, Centrix's total liability to the Subscriber for damages for any cause whatsoever in connection with this agreement will under no circumstances exceed \$1,000.

- 27 Without limiting the preceding, the Subscriber acknowledges as follow:
- 27.1 the Services will generally be available during normal business hours (being 8am to 5pm). However, given that the Services are made available through communication links and networks which are supplied by external suppliers, the availability of the 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 the control of Centrix;
- 27.2 the Subscriber is responsible for all communication costs for access to the Services (including the communication links and networks to gain access to the Services);
- 27.3 access to the Services from Centrix will only be available to authorised users via a secure sign-on.
- 28 The Subscriber will indemnify Centrix for all costs, loss or damages resulting from any claim, suit, action or proceeding (collectively "Claim") brought against Centrix to the extent that the Claim is based on, is connected to or arises out of:
- 28.1 any information that the Subscriber supplies to Centrix that is not accurate, up to date, complete or relevant, or is otherwise misleading;
- 28.2 any failure by the Subscriber to update any information as required under Schedule 1(A) so that it is not accurate, up to date, complete or relevant, or is otherwise misleading; or
- 28.3 any failure by the Subscriber to comply with any provision of the agreement.
- In the event of a Claim, the Subscriber will provide to Centrix all documents and assistance reasonably required by Centrix.

SUSPENSION FROM USE

- 29 Centrix may suspend the Subscriber's rights to use the Services if:
- 29.1 the Subscriber has failed to pay to Centrix any amount due under this agreement on the due date for payment;
- 29.2 Centrix reasonably believes that the Subscriber is in breach of any provisions of this agreement or in breach of any laws or regulations; or
- 29.3 Centrix reasonably believes that the performance of Centrix's obligations under this agreement may be connected with any breach of laws or regulations;
- until such time as Centrix is satisfied that the factor(s) giving rise to the suspension is/are resolved. The Subscriber shall not be entitled to any rebate, credit, reduction in charges or other compensation in respect of any period of suspension.

GENERAL

- 30 Centrix may amend this agreement by providing the Subscriber 30 days written notice.
- 31 No rights of any party will be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by any party concerning any breach will operate as a waiver concerning any subsequent breach.
- 32 If any term, condition or proviso in this agreement is invalid or unenforceable, that term, condition or proviso will be severable, will be deemed to be deleted from this agreement and will not affect the validity or enforceability of other terms, conditions and provisos in this agreement.
- 33 This agreement (together with its schedules) constitutes the entire agreement between the parties concerning this agreement's subject matter and supersedes all prior agreements, understandings and communications, whether oral or written between the parties.
- 34 The Subscriber must not assign any of their interest in, or rights and obligations under this agreement without the prior written consent of Centrix. Consent may not be unreasonably withheld or delayed if the proposed assignee or transferee has the resources and skills to meet the assigning or transferring party's obligations under this agreement and executes an agreement of covenant with the other party agreeing to become bound on the same terms and conditions as this agreement. Any change in the beneficial ownership of the Subscriber which alters its effective control shall be deemed a proposed assignment of this agreement under this clause.
- 35 This agreement will be governed by New Zealand's laws.
- 36 This agreement may be executed in counterparts each of which will be deemed an original and all of which taken together will constitute a single instrument.
- 37 All notices and invoices to the Subscriber will be sent to the last postal address, email address or fax number provided by the Subscriber. All notices to Centrix are to be sent to the address set out below, or such other address as most recently notified by Centrix:

To: Centrix Group Limited

Address Level 3, Building 10
Central Park
666 Great South Road
Ellerslie
Auckland 1546
Attn: Managing Director

SCHEDULE 1

(A) CODE COMPLIANCE

Definitions

confirmed credit non-compliance action information has the same meaning as in the Code;

credit non-compliance action has the same meaning as in the Code;

credit default information has the same meaning as in the Code;

serious credit infringement has the same meaning as in the Code.

Collection and Accuracy of information

1. Where the Subscriber collects information from the individual concerned for disclosure to Centrix, the Subscriber must inform the individual concerned of the purposes for which Centrix is collecting the information and the purposes for which the information will be used and disclosed.
2. Before supplying information to Centrix the Subscriber must take all reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.
3. In the event that the Subscriber supplies to Centrix driver licence information on an individual, before supplying the information to Centrix, the Subscriber must:
 - 3.1 make clear to the individual concerned that the provision of the driver licence number is voluntary;
 - 3.2 collect the driver licence card number from the individual and disclose this to Centrix; and
 - 3.3 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.
4. The Subscriber must, as soon as reasonably practicable, update any credit default information, serious credit infringement information or credit non-compliance action information (including confirmed credit non-compliance action information) previously supplied to Centrix and ensure that the information remains accurate, up to date, complete, relevant, and not misleading.
5. Where the Subscriber has disclosed credit non-compliance action information to Centrix, the Subscriber must, after 3 months but within 6 months, confirm to Centrix whether the Subscriber remains of the view that the action is an action that a reasonable person would consider indicates an intention, on the part of the individual, no longer to comply with the individual's obligations in relation to credit.

Access to the Services

6. The Subscriber must nominate the relevant purpose/s under Rule 11 of the Code for access to the Services and each time the Subscriber uses the Services, the Subscriber must advise Centrix of the relevant purpose/s under Rule 11. The relevant purposes are:
 - 6.1 where disclosure is to a credit provider, or that credit provider's agent, for the purpose of making a credit decision affecting the individual, and for directly related purposes, including debt collection;
 - 6.2 where disclosure is to a credit provider, or that credit provider's agent, for the purpose of providing that individual with a quotation of the cost of credit;
 - 6.3 where disclosure is to a prospective landlord, or that prospective landlord's agent, for the purpose of assessing the creditworthiness of the individual as a prospective tenant or as a guarantor of a tenancy;
 - 6.4 where disclosure to a prospective employer, or that prospective employer's agent, for the purpose of a pre-employment check of that individual for a position involving significant financial risk; or
 - 6.5 where disclosure is to a prospective insurer, or that prospective insurer's agent, for the purpose of a decision on the underwriting of insurance in respect of a credit related transaction relating to the individual.
7. The Subscriber must promptly co-operate with all reasonable Code compliance checks conducted by Centrix and, for that purpose, must supply, upon request evidence to confirm compliance with the requirements of this Schedule or with Rule 11 of the Code or evidence to substantiate any credit default information, serious credit infringement information or credit non-compliance action information (including confirmed credit non-compliance action information) supplied to Centrix by the Subscriber.

Investigating complaints

8. The Subscriber must promptly co-operate with Centrix in its efforts to investigate and resolve complaints and requests for correction of information provided by the Subscriber and must, for those purposes, supply upon request, evidence to confirm compliance with the requirements of this Schedule or with Rule 11 of the Code or evidence to substantiate any credit default information, serious credit infringement information or credit non-compliance action information (including confirmed credit non-compliance action information) supplied by the Subscriber to Centrix.

Safeguard credit information by Subscriber

9. The Subscriber must take appropriate measures to safeguard the information held by Centrix against improper access, including (without limitation):
 - 9.1 developing written policies and procedures to be followed by its employees, agents and contractors in relation to access to the Services and the security of the information;
 - 9.2 establishing controls, including the use of passwords, credential tokens or other mechanisms and user identification in relation to access to the Services and the information;
 - 9.3 without limiting clause 9.2, notifying Centrix in writing of any unauthorised access to the Services, changes to the authorised users of the Subscriber and compromises in the security relating to any of those matters;
 - 9.4 providing information and training to ensure compliance with the policies and controls;
 - 9.5 monitoring usage and regularly checking compliance with the policies and controls;
 - 9.6 taking appropriate action in relation to identified breaches of policies and controls; and
 - 9.7 any other measures as reasonably required by Centrix.

Centrix's systematic reviews

10. The Subscriber must promptly co-operate with Centrix in its efforts to undertake a systematic review of the effectiveness of each parties' policies, procedures and controls in place as required by the Code.

(B) CREDIT DEFAULTS

11. A credit default listed with Centrix must not be a disputed debt and the Code stipulates that a number of requirements must be satisfied, depending on whether the default is in relation to credit provided to that individual, or in relation to a payment due under a guarantee provided by that individual, before Centrix can upload the default. These requirements are set out below.

Debtor credit default

12. If the default relates to an overdue payment by an individual in relation to credit that has been provided to that individual then:
- 12.1 the payment must be overdue by at least 30 days and the amount must be equal to or more than \$100;
 - 12.2 the credit provider must have notified the individual of the default and requested that the individual pay the amount in default;
 - 12.3 in addition to notifying the individual, the credit provider must have taken other steps to recover the amount in default; and
 - 12.4 the credit provider must not be prevented by or under any law from bringing proceedings against the individual to recover the default.

Guarantor credit default

13. If the default relates to an overdue payment by an individual as a guarantor in relation to a payment due under a guarantee given against any default by the debtor in relation to credit provided by a credit provider to the debtor then:
- 13.1 the credit provider must have notified the individual of the debtor's default that gave rise to the individual's obligation to make the overdue payment and requested the individual pay the amount in default;
 - 13.2 at least 30 days has passed since the day on which the individual was notified and the amount must be equal to or more than \$100;
 - 13.3 in addition to notifying the individual, the credit provider must have taken other steps to recover the amount in default from the individual; and
 - 13.4 the credit provider must not be prevented by or under any law from bringing proceedings against the individual to recover the default.

**SCHEDULE 2
PRICING SCHEDULE**

Price (\$NZ +GST)

Consumer Credit Reports:

Annual Enquiries	Max Annual Spend	Discount	Enquiry Price
0 - 200	1,200	0	6.00
201 - 1,000	5,700	5%	5.70
1,001 - 10,000	51,000	15%	5.10
10,001 - 20,000	90,000	25%	4.50
20,001 - 40,000	168,000	30%	4.20
40,001 - 60,000	234,000	35%	3.90
60,001 - 100,000	360,000	40%	3.60
100,000 +		Negotiable	Negotiable

Please note: Optional add-ons to the Consumer Credit Report such as ID Verification and other value-add products may incur an additional charge.

Company Credit Report

16.50 per report

**Company Credit Report
with Directors Check**

24.50 per report

Monitor Alerts:

3.00 per report

**SCHEDULE 3
AUTHORISED USERS**

The following personnel are authorised by the Subscriber to access the Centrix services on the Subscriber's behalf:

<u>User Name</u>	<u>Email Address</u>
1. _____	-----
2. _____	-----
3. _____	-----
4. _____	-----
5. _____	-----
6. _____	-----
7. _____	-----
8. _____	-----
9. _____	-----
10. _____	-----