

Schedule 2 - Terms and Conditions for Equifax Subscribers

Equifax Information Services

1. Introduction

1.1 This agreement applies when we, Equifax Information Services and Solutions Limited, supply any standard information services (our “information services”) to you, our customer. Note: Our information services include our verification services, third party information services, and our commercial and consumer credit reporting services. Additional terms apply to some of the services we supply; we will tell you if additional terms apply to any service you use.

2. Supply of our information services

2.1 We will supply our information services to you when you ask us to do so during the time those information services are usually available. However, because our information services are supplied over communication links and other networks, the availability of any information service relies on the availability of those links and networks. While we do our best to make sure our services are available, we are not responsible if the links or the networks are unavailable at any time and we do not guarantee our information services will be continuously available. Note: Most of our information services are usually available all day, every day, except between midnight to 2am. A daily outage window is reserved from 12.00am – 6.00am to perform routine maintenance, when required, and Christmas Day and Good Friday are reserved for scheduled maintenance. Information services accessed by telephone or personal support are only available during our standard working hours.

2.2 You must comply with this agreement and follow our procedures and any other instructions we provide when you use any information service. For example, if you use our consumer credit reporting service, there is certain minimum information our system needs so we can supply the service to you. If we change any of our procedures or instructions, or if we introduce new ones, and we think the changes will affect you, we will let you know in reasonable time taking into account the nature of those changes. Note: For our current procedures see the information in our “Policies for Use Guide” which is available on our website www.equifax.com or contact us for more information.

2.3 In return for using our information services, you agree:

- a. to give us all the information we require about overdue credit-related amounts owed to you of \$125 or more (“default information”) by debtors or by guarantors. Before you give us default information you must have:
 - i. notified the debtor/guarantor about the amount owing and requested payment;
 - ii. taken steps to recover the amount and it must have been overdue for more than 30 days (for debtor defaults); or at least 30 days must have passed since the guarantor was notified of his or her obligation to pay. You must not be prevented by or under any law from recovering the amount; Note: The default information we currently require is in our “Policies for Use Guide” document. Examples of steps you might take to recover amounts owing include referring the debt to a solicitor, collection agency or repossession agency for recovery. Those steps must be in addition to the notification of the amount owing;

- iii. taken reasonable steps to tell the debtor the default information is to be given to us and that we will supply it to other customers when they use our information services; and
 - iv. if the default information is about an individual, make sure that the individual has authorised you to give us the default information and for us to supply it as part of our information services. This obligation does not apply if you are a debt collector;
- b. to update the default information you have given to us so that the default information we hold remains accurate, up to date and complete;
- c. if we ask you, to provide us with the information we need and promptly co-operate with us so we can substantiate the default information you have given us.

2.4 You must make sure all the information you give us is accurate, up to date and complete. Note: Because information you give us is shared with others who use our services, we need the information you give us to be accurate, up to date and complete.

2.5 You must use the reports and information we supply you only for your internal business use. But you may disclose information we supply you in accordance with your statutory obligations, including to the individual the information is about. You must not:

- a. give our reports or information to anyone else;
- b. reproduce or copy the reports or information we supply you, except to the extent this is an integral part of our information service. If you use our information service electronically, you may retain a printout of any report we supply you. Note: For example, if we deliver reports electronically, saving them onto your system, or printing them for your file, is an integral part of the information service; or if we deliver information to you by a stream of data (instead of by report), the information will be copied into your system and reprocessed as part of your credit approval process. If you have any questions about whether you can reproduce or copy reports or information, please contact us. We have copyright in the compilation of the information we use to supply information services to you, and in the reports, we supply to you when you use our information services. Note: For example, this means that you cannot resell, re-package or otherwise re-use our information other than as permitted under this agreement.

2.6 Once you give information to us, we can use that information to supply our information services to you and others. Because our information services rely on the information we collect, we do not usually remove any information from our systems unless we think it is not accurate, up to date or complete. It is our decision whether we remove the information.

2.7 While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems and that information may become out-of-date. We do not guarantee the accuracy of information we supply you as part of our information services.

2.8 If we have given you a timetable or time estimate for providing any of our information services, we will use reasonable endeavours to meet that timetable or time estimate. We will let you know if we rely on you to do anything in order for us to meet the timetable or time estimate and you agree to co-operate with us.

2.9 You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, whether you base them on the information we supply or not.

2.10 If you access the Personal Property Securities Register (the Register) you must only search the Register in compliance with section 173 of the Personal Property Securities Act 1999.

3. Our Consumer Credit Reporting Services



Note: This section 3 applies when you use our consumer credit reporting services. Our consumer credit reporting services are services where we give you credit information about individuals. If you do not use our consumer credit reporting services, this section 3 does not apply to you. These services are regulated by a Code under the Privacy Act 1993 called the Credit Reporting Privacy Code 2004 (the Code). The Code imposes particular obligations on us as credit reporters when we provide consumer credit reporting services.

3.1 Before you use any consumer credit reporting service, you must inform the individual you are enquiring of the purposes for which we collect, use and disclose information. The individual you are enquiring about must:

- a. authorise you to make an enquiry about them. This obligation does not apply if an exception under the Code applies to you;
- b. authorise us to list the information you give us about them on our system, use it for our credit reporting services, and supply it to our customers when they use our services. This obligation does not apply if an exception under the Code applies to you. Note: We have example authorisation clauses which we can provide to you to help you make sure you get proper authorisation from individuals. Information about the exceptions under the Code is in our frequently asked questions (FAQs) on our website.

3.2 Every time you use our consumer credit reporting service you must tell us the purpose for which you will use the information, we give you. We are required to only let you use the service if we believe, on reasonable grounds, we are allowed to under the Code. Note: A summary of the purposes we are allowed to provide our credit reporting services for is in our FAQs on our website.

3.3 In order to help us ensure our consumer credit reporting services are used in compliance with the Code, you must:

- a. have written policies and procedures for your employees, agents and contractors to follow when they use our consumer credit reporting services so that all those people comply with your obligations for use of those services;
- b. have controls over who uses those services. Your controls must include:
 - i. use of any passwords and log on details you use to access our services;
 - ii. being able to identify which of your users has used our consumer credit reporting service every time someone uses them;
- c. provide information and training on the policies, procedures and controls so that your employees, agents and subcontractors follow those policies, procedures and controls for use of our services;
- d. monitor your use of our consumer credit reporting services and regularly check compliance with your internal policies, procedures and controls;
- e. take appropriate action if you identify any breaches of those policies, procedures and controls;
- f. take all other appropriate measures to safeguard information we give you against improper access;
- g. if you are providing the individual with a quotation of the cost of credit (as opposed to making a credit decision affecting the individual), disclose this to us.

3.4 The Code requires us to monitor and systematically review your use of our consumer credit reporting services and your compliance with this agreement. You must co-operate with our reasonable requirements to monitor and review your use of those services and your compliance

with this agreement, including reviewing the effect of the policies, procedures and controls you have in place. You must supply, upon request, evidence to confirm compliance with the requirements of Code or evidence to substantiate any credit account information, credit default information, serious credit infringement information or credit noncompliance action information (as these terms are defined in the Code) disclosed to us by you.

For example, if we ask you to, you must give us:

- a. copies of your policies and procedures for use of our consumer credit reporting services;
- b. evidence to confirm you have:
 - i. an authorisation from an individual, or that you do not need one;
 - ii. undertaken an enquiry only for the purpose you told us you were using our consumer credit reporting service for; and
 - iii. information identifying which of your users has used our consumer credit reporting service.

We will only use any information you give us under this clause for the purposes of the monitoring and reviews we are obliged to do under the Code; and we will keep that information confidential, except where we are obliged by law to give the information to someone else.

3.5 The Code requires us to maintain an access log. This access log will record each time you use our consumer credit reporting service. We are required to give an individual a copy of their access log if they ask us to.

3.6 The Code requires us to suppress certain information if the individual the information relates to believes he or she may be likely to become a victim of fraud. You acknowledge some information may be suppressed for this reason and you must co-operate to assist us if we need you to in verifying whether credit accounts are genuine and unaffected by third party fraud.

3.7 Where you collect and provide a driver licence number to us, you must:

- a. make it clear to the individual that providing this number is voluntary;
- b. collect and disclose the number to us;
- c. where you collect it from the individual in person, take reasonable steps to ensure the individual is the person shown on the driver licence.

3.8 If we provide you our MOJ Overdue Fines Balance Search product, you must make sure that any individual you are enquiring about authorises you to make an enquiry about them. You must have a record and keep evidence of that consent, and provide it to us if we ask you to.

3.9 If you give us serious credit infringement information or credit non-compliance action information, you must:

- a. update that information so that it remains accurate, up to date and complete;
- b. if it is credit non-compliance action information, after 3 months but before 6 months from when you first give it to us, confirm to us your view remains that the individual intends not to comply with his or her credit obligations and that in forming that view, you have acted as a reasonable person would.

3.10 Pre-screening and Tracing Service

a. If you seek to have us pre-screen a direct marketing list under Rule 10(1B) of the Code, you must be eligible under condition 1, and meet all applicable requirements under conditions 2 and 3 of Schedule 9 of the Code.

b. If you seek to have us use credit reporting information under Rule 10(1D) of the Code for tracing purposes to facilitate the return of money owed to individuals, you must meet all applicable requirements of Schedule 10 of the Code.

3.11 Quotation Enquiries Service

a. If you offer risk-based pricing for a credit product (including insurance in relation to a credit-related transaction) that involves obtaining access to credit information held by us to fix the price offered to an individual depending upon his or her creditworthiness, you must:

- i. provide the option for the individual to obtain a quotation for the cost of the credit; and
- ii. ensure that you nominate quotation for the cost of credit as the enquiry purpose at the time of each access.

b. The purpose of providing quotation enquiries is to prevent consumers being penalised for shopping around for quotes. We may include quotation enquiries on a credit report so that you may use these for fraud detection only. Accordingly, you shall not use evidence of quotation enquiries on a credit report to influence the price you offer consumers for credit.

c. Where you obtain a quotation enquiry from us, this enquiry is not included in a consumer's future credit score. Therefore, to preserve the predictive value of credit enquiries you must either obtain from us a subsequent credit enquiry for that consumer, or otherwise advise us that the quotation enquiry resulted in credit being provided to the consumer, so that we may record this enquiry in the consumer's future credit score.

3.12 Comprehensive Credit Reporting Service

a. This section only applies to subscribers who use our Comprehensive Credit Reporting Service ("**CCR service**")

b. Under the Code, our CCR service is only available to certain types of organisations. When you agree to accept our CCR service, you must satisfy us you are one of the organisations we are permitted to make our CCR service available to.

c. When you apply to use our CCR service, you confirm to us that the information you have given us about your organisation's status and purpose for using the CCR service is accurate, and that you will only use that access for the purpose that we authorise you to use it for.

d. Each time you use our CCR service you are confirming to us by accessing the service that your business status and that your purpose for use has not changed.

e. Unless you notify us of an exemption which applies to you, you must provide us with all the fields of information each time you use our CCR service, and in the format we require.

f. If you request to change the format of your periodic or corrections CCR file, we will let you know whether the new format is acceptable to us, and how much time we require before you may submit in the new format.

g. Reciprocity rules ("**Principles of Reciprocity**") apply to your use of the CCR service. These may be found at our website <http://www.equifax.co.nz/business-enterprise/products/ccr>. Equifax

will only share your data according to the Principles of Reciprocity, which may be updated by agreement from time to time.

h. You must also comply with the Principles of Reciprocity, and our requirements, procedures, instructions and standards relevant to the CCR service, including any data standards. If we change any of these requirements, procedures, instructions or standards, or if we introduce new ones, we will let you know in reasonable time taking into account the nature of those changes.

- i. We may withdraw or suspend your use of the CCR service without notice if, acting reasonably, we believe that you:
- no longer satisfy the criteria in the Code for organisations we are able to make the CCR services available to;
 - are using it for purposes that are not permitted under the Code; or
 - are not complying with the Principles of Reciprocity or any other procedures, standards or guidelines that apply to our CCR service.

j. Participant Data Group is defined in the Principles of Reciprocity and means “A group of Full CCR Data Contributors and/or Partial CCR Data Contributors established by Credit Reporters.”

k. We will advise you of material changes to the Participant Data Group and the data provided by this group.

l. You will nominate an appropriate point of contact within your organisation for contact relating to the Participant Data Group and any other related matters.

m. Equifax will have an appropriate reporting schedule ensuring all CCR Data Contributors (full and partial) have full disclosure regarding data contributors, portfolios provided, and exemptions. This reporting schedule will be provided by Equifax at agreed intervals. The disclosure of this schedule will not be wider than the Participant Data Group.

n. If you do not comply with the Principles of Reciprocity or there is a dispute regarding adherence to the Principles of Reciprocity, the matter will be communicated to the Participant Data Group as soon as possible.

o. Once contributing data, as either a full or partial CCR Data Contributor, you must supply Equifax with an update on all supplied eligible credit accounts at least once per month.

p. You must supply us with and update the following information:

- Contact person; name, title and contact details
- Full or partial CCR Data Contributor
- If full data contributor, whether you are willing to share data with partial data contributors
- Portfolios for which comprehensive reporting data is being supplied
- Any exemptions sought.

3.13 Identity Plus Service

a. This section only applies to subscribers who use our Identity Plus Service (“**ID Plus**”).

b. ID Plus is a custom-built verification service using Equifax’s credit information, that allows authorised Equifax subscribers to perform identity verification of individuals, where the express consent of the individual being verified, has been obtained.

c. ID Plus may be used in relation to customer due diligence and verification requirements generally, or specifically in relation to obligations under the Anti-Money Laundering and Countering

Financing of Terrorism Act 2009. ID Plus will confirm whether or not we have a match with information you supply us. Accordingly, no personal information of an individual is disclosed when using ID Plus.

d. As with our other credit reporting services we supply, each time you use ID Plus your access will be logged. When you apply to use ID Plus, you must give us your organisation's purpose for using ID Plus, and you must only use ID Plus for this purpose. Each time you use Identity Plus you must obtain the express consent of the individual you are verifying.

e. We may withdraw or suspend your use of Identity Plus immediately and without notice, if acting reasonably, we believe that you are not complying with these terms or the Code

4. Other Terms for Supply

4.1 If we give you a username, password, or other identifier to use any of our information services, you must keep the identifier confidential. You are responsible for all use of that identifier. If we ask you to, you must stop using that identifier, or use a replacement identifier we give you.

4.2 If we ask you to, you will provide us with one contact person within your organisation, or one contact for each branch of your organisation. That person will be responsible for liaising with us about the requirements of this agreement.

4.3 You must promptly co-operate with us if we need to investigate or resolve any requests for correction of the information we hold, if we need your help to resolve any complaint about that information in order to help us comply with the Code or meet our other legal obligations.

4.4 When we provide our information services to you, we must comply with the Privacy Act 1993 and the Code and all other laws that apply to our information services.

4.5 When you use any of our information services or the information, we give you, you must comply with the Privacy Act 1993 and the Code and all other laws that apply to your use of our information services or information.

5. Our Charges

5.1 You must pay us:

- a. an annual fee for our information services, within 20 days of the date we send you an invoice. Our annual fee is not refundable;
- b. our current charges for any service you use, by the 20th day of the month following the month in which you use the service. Our current charges and fees are as notified to you from time to time;
- c. GST on our fees and charges.

5.2 We will send you invoices for all our fees and charges.

5.3 You may not change your payment method during the subscription year; however, you may give us written notice at least 30 days before the expiry of that period to select a different payment method for the next year of your subscription. For example, you cannot change to the 0900 subscription method during the year of subscription. However, you may give us written notice at least 30 days before the expiry of that period to select a different subscription method for the next year of your subscription.



5.4 In addition to any notice the bank requires you to give us in your contract with them you must give us at least 14 days prior notice in writing before you cancel any direct debit arrangements you have in place to pay us.

5.5 We may change our fees and charges from time to time. We will tell you when the new fees and charges will apply from.

5.6 If you do not pay us by the due date for payment, we may:

a. charge interest on the amount overdue at 2% per 30-day period (or part period) from the due date for payment until the date on which the debt is paid;

b. require you to pay us any costs we or our agents incur in recovering money you owe us, including any relevant bank charges and costs associated with a direct debit failure; commissions and legal costs on a solicitor client basis;

c. after 30 days list information about the default as part of our credit reporting service, it will then be provided to other subscribers who ask us for information about you;

d. immediately cease all services.

6. Term, Termination & Suspension

6.1 This agreement continues until either of us terminates it by giving 30 days written notice to the other.

6.2 If this agreement is terminated, clauses 2.5, 3.5,4,5,7, 8.6 and 8.9 survive termination of this agreement.

6.3 We may withhold or suspend your use of our information services immediately if you do not pay our fees and charges for any service or if we reasonably believe you are not complying with any of your other obligations under this agreement or any other agreement you have with us.

7. Compensation & Liability

7.1 Some of the information we provide to you when you use our information services is information, we receive from third parties, public registers or other publicly available information sources. We will accurately transcribe that information onto our systems. If we give you information that we have inaccurately transcribed, we are liable to you for any direct loss you suffer from our error in transcribing that information. However, our liability is limited for any event or series of events to \$1,000 or the annual access fee for our information services but never more in any 12-month period than the amount you have paid us for the information services in that 12 month period. Otherwise, we are not liable to you for the accuracy of information we have received from third parties, public registers or publicly available information.

7.2 We exclude all liability we may have to you whatever you are claiming for (including loss of profits or business) and however liability arises or might arise if it were not for this clause. This exclusion does not apply to anything the law prohibits us excluding liability for, or for the liability we accept under clause 7.1.



7.3 You agree that you are acquiring our services for the purposes of a business as defined in the Consumer Guarantees Act 1993. The provisions of that Act do not apply to the services we provide to you under this or under any other written agreement you have with us.

7.4 If we suffer loss or incur liability because: a. any information you give us is not accurate, up to date or complete, or is otherwise misleading; b. you have not updated default information you have given us so the default information we hold is not accurate, up to date, or complete, or is otherwise misleading, you indemnify us for that loss suffered or liability incurred. This includes all reasonable lawyer's fees, and all actual court costs, fees, expenses and disbursements. At our option, you agree to assume the conduct of any proceedings brought against us relating to the supply of inaccurate, out of date, incomplete or otherwise misleading information you have given us, and to pay all costs and damages associated with these proceedings. If we decide to retain conduct of proceedings, you agree to provide all documents and assistance as we may reasonably request.

7.5 In this clause 7, references to "we" and "us" include our officers, employees, contractors, and agents.

8. General

8.1 We may change this agreement by amending or deleting terms or by adding new terms. Changes may take the form of a new agreement. We will always give you at least one month's notification in writing (which includes by email or via our website) before we do this.

8.2 Where we have used the words "includes" or "including", or "for example", these words do not have a limiting effect.

8.3 Neither of us is liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control.

8.4 We will send bills and notices to the last postal address or email address you have given to us. You must tell us if you change any of those contact details.

8.5 You must not transfer your rights or your obligations under this agreement to any other person without first getting our written consent. We will not unreasonably withhold our consent.

8.6 No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.

8.7 If you subscribe as the agent of a principal, you must tell us who the principal is if we ask; you must make sure you have proper authorisation, and you must make sure the principal is aware of and complies with all the obligations of this agreement. You must also comply with these obligations.

8.8 New Zealand law applies to this agreement.

8.9 If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force

8.10 This agreement supersedes any other agreement you have with us for our information services.

