

# General Terms and Conditions for Services

These General Terms and Conditions apply when we, Information Logistics Company Limited (Infolog) supply any information services to you. This includes our verification services, third party information services and access to our portal web-based system (the Infolog Portal). They form part of any Agreement for the Provision of Services entered with you (the Agreement).

## 1. Supply of our Services

- 1.1. We will provide our information services to you when you ask us to during the time those services are usually available. However, there may be times when our services are not available, for example where there is a technical issue of maintenance is required, or where links or other networks we rely on are unavailable at any time. We do not guarantee our information services will be continuously available.
- 1.2 You must comply with the Agreement including these Terms and Conditions and follow our processes and instructions when you use our information services.
- 1.3 You agree:  
:
  - i. to only use our information services in accordance with the Agreement and for your internal business use and the permitted use set out in the Agreement;
  - ii. not to disclose information we give you except where you must do so to meet your statutory obligations;
  - iii. to ensure the information services meet your ongoing requirements, including compatibility and appropriateness for your purposes;
  - iv. that Infolog is not responsible for any adverse consequences arising out your access to or use of the Infolog Portal and services.
- 1.4 We do not guarantee the accuracy of any information we supply as part of our information service. We do not independently check all information which is collated from multiple sources.

## 2. Term, Termination and Suspension

- 2.1. The Agreement continues until either party terminates it by giving 30 days' written notice.
- 2.2 If the Agreement is terminated, then clauses 1, 3 and 4 survive the termination.
- 2.3 We may withhold or suspend the use of our information services if you do not pay our fees and charges or if we reasonably believe you have failed to comply with the Agreement including these Terms and Conditions. A suspension may continue for as long as we consider it necessary to determine the terms of the Agreement are being met.

### **3. Access and Security**

- 3.1** You agree to ensure that all usernames and passwords and other identifiers used to access our services, including those issued to you by Infolog and those set up by you, are kept secure and confidential and you are responsible for all use of identifiers and if we ask you to, you must stop using that identifier or use a replacement we give you.
- 3.2** To the extent that Infolog has authorised you to set up and grant usernames and passwords to the Infolog Portal and services you must:
- i. only grant usernames and passwords to parties or services under your control, being an API or individuals who are your employees, contractors or agents;
  - ii. monitor and audit your use of the Infolog Portal and services (including use by your employees, contractors and agents); and
  - iii. immediately disable an individual's username and password if:
    - any misuse of the Infolog Portal and services through the use of the username and password is suspected or identified; or
    - the individual to whom you issued the username and password is no longer authorised to access by you or no longer requires access for their role or function; or
    - ceases to be your employee, contractor or agent.
- 3.3** You must immediately notify Infolog of any unauthorised use of any username and/or password or any other breach of security that may relate to the information services we provide you.

### **4.. Personal Information and Consent and Third Party Information Services**

- 4.1** You must comply with the Privacy Act 2020 and all other laws that apply to our information services.
- 4.2** Our privacy policy is available on our website and sets out how we collect, manage and use any personal information. You accept this policy and terms of use of our website as set out here whenever you access or use our information services.
- 4.3** Some services available through Infolog had their own specific terms and conditions that will apply when you use or subscribe to use those services. You agree to comply with any relevant third party terms and conditions including executing third party subscriber services agreements.

### **5. Indemnity**

- 5.1.** You will take all necessary action to defend and indemnify Infolog, its employees, agents, officers and representatives against all claims, costs, damages, expenses (including reasonable barristers' and/or solicitors' fees and expenses and all disbursements), losses, liabilities or proceedings brought by a third party arising directly or indirectly in connection with your access to or use of our information services.

## **6. Limitation of Liability**

- 6.1** To the maximum extent permitted by law, Infolog excludes all liability and responsibility, in contract, statute, tort (including negligence) or otherwise, for any loss or damage however caused (including direct, indirect, consequential or special loss or damage, or loss of profits, loss of data, loss of savings and loss of opportunity) in connection with our information services.
- 6.2** To the extent that Infolog is not able to exclude its liability to you, Infolog's liability to you will be limited in respect of any one incident, or series of connected incidents to the fee (excluding any taxes and duties) payable by you for the three months immediately preceding the event first giving rise to the liability.
- 6.3.** It is expressly acknowledged and agreed that the information services are supplied to you for business purposes and the provisions of the Consumer Guarantees Act 1993 do not apply.

## **7. Intellectual Property**

- 7.1** Title to, and all Intellectual Property Rights in our information services remain the property of Infolog or its licensors.
- 7.2** Infolog neither claims for itself, nor confers on you, any Intellectual Property Rights, proprietary or ownership rights whatsoever in any Reports retrieved by you through your use of the Infolog Portal and services.
- 7.3** You agree that you will not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Infolog Portal and services except as expressly agreed by Infolog.

## **8. Fees**

- 8.1** You agree to pay all fees, namely:
- Monthly Access fee, based on a singular User unless otherwise specified in the Schedule to the Agreement, for your access to the Website and use of the Infolog Portal and services; and
  - Any applicable transaction fees (see [Pricing Schedule included in the Agreement or posted on our website - log in required](#))
- 8.2** Infolog will invoice you monthly in arrears for the Fees incurred by you and you agree to pay such Fees on or before the 20th day of the month following that in which they were incurred.
- 8.3** You may not withhold payment or make any deductions from any amount owing to Infolog without Infolog's prior written consent.
- 8.4** Infolog may charge interest on any amount owing to it after the due date for payment. If Infolog determines to charge interest:
- i. it will accrue at 4.0% above the prevailing bank overdraft rate applying to Infolog as advised by Infolog (and subject to variation from time to time);

- ii. it will be calculated on a daily basis on the unpaid portion of the relevant amount owing; and
- iii. it will be payable in the manner specified by Infolog..

**8.5** Infolog may also charge you for all costs and expenses incurred by Infolog in obtaining (or attempting to obtain) a remedy for any failure to pay on the due date.

## **9. General**

**9.1** We can change these Terms and Conditions by amending, deleting or adding new terms. Changes will be posted on our websites and where they are considered significant or material, we will give at least one month's notice in writing (which includes by email or via our website).

**9.2** Neither party is liable for a failure or delay in performing an obligation under the Agreement to the extent the failure or delay is due to an event beyond that party's reasonable control.

**9.3** New Zealand law applies to the Agreement.

**9.4** If any part or provision of the Agreement is invalid, the remainder of the Agreement remains in force.