

New Zealand Post Limited End User Agreement

This End User Agreement shall apply where the End User is entitled to use Restricted Data under the agreement with the Licensee.

1. Definitions

1.1. Data means:

1.1.1. New Zealand Address Dataset comprising data relating to all physical and postal addresses available to the Licensor for licensing under the agreement with the Licensee, as specified in parts 2 and 3 of the New Zealand Post NZ Address Dataset Overview (including the Exclusive Data specified in section 7.3 of the New Zealand Post NZ Address Dataset Overview (“Exclusive Data”)).

1.1.2. GeoPAF, as more particularly described at <https://www.nzpost.co.nz/business/shipping-in-nz/quality-addressing/geopaf> as such description is amended from time to time.

1.2. **Documentation** means any documents or other matters supplied by the Licensor with the Data.

1.3. **End User** means Licensee’s client.

1.4. **Intellectual Property Rights** 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.

1.5. **Licensee** means Experian Australia Pty Ltd.

1.6. **Licensee Software** means software that provides address data services.

1.7. **Licensor** means New Zealand Post Limited.

1.8. **New Zealand Post NZ Address Dataset Overview** means the New Zealand Post NZ Address Dataset Overview, as such document may be updated from time to time, the latest version of which is available on New Zealand Post’s website at <https://www.nzpost.co.nz/business/shipping-in-nz/quality-addressing/nz-address-dataset>.

1.9. Restricted Data means:

1.9.1. Any data which has an address type of Bag, Box, CMB Rural, CMB Urban or Counter Delivery; and

1.9.2. For any data which has a “Rural” address type, the data in the ‘RD Number’ and ‘Mailtown’ fields; and

1.9.3. The Alias Tables specified in part 3 of the New Zealand Post NZ Address Dataset Overview; and

1.9.4. Any Exclusive Data.

1.10. **Third Party Data** means data which has been compiled by Land Information New Zealand and Statistics New Zealand.

1.11. **Update** means a new version or release (if any) of the Data made by the Licensor.

2. The End User acknowledges and agrees that:

2.1. The data within the New Zealand Address Dataset is sourced from NZ Post, Land Information New Zealand (LINZ) and Statistics New Zealand. New Zealand Post copyright reserved. Data sourced from LINZ and Statistics New Zealand is subject to Creative Commons licence terms available at <http://creativecommons.org/licenses/by/3.0/nz/> (“CC Terms”) and may be used in accordance with the CC Terms.

- 2.2. The Data (other than the Third Party Data) and the Documentation and all Intellectual Property Rights and other rights in the Data (other than the Third Party Data) and the Documentation from time to time remain the property of the Licensor.
3. 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.
4. 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.
5. The End User (and any of its agents and sub-contractors) may only use Restricted Data in accordance with this End User Agreement, for the End User's internal purposes, which may include providing an online address checking service to the End User's customers. Without limiting the foregoing, the End User (and any of its agents and subcontractors) must not:
 - 5.1. sub-licence all or any part of the Restricted Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by the Licensor in writing, or
 - 5.2. other than as expressly permitted above, copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Restricted Data or relay or disseminate the same to any other party.
6. The End User must comply with the requirements of the Privacy Act 2020 and any other applicable law or regulations relevant to its possession or use of the Data.
7. The End User must ensure that its personnel, agents and sub- contractors comply with the above terms as if they were the Licensee.
8. 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.
9. 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.
10. The End User must indemnify the Licensor and/or the Licensee and keep the Licensor and/or the Licensee 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 each of the Licensor and the Licensee under this clause 10 shall not exceed NZD250,000.
11. The End User indemnifies and keeps indemnified the Licensee 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:
12. The End User's right to use each Update shall terminate on the earlier of six months after the date on which a subsequent release was made available to the Licensee or the termination or expiry of this End User Agreement.
13. Where Licensee Software is being used to provide an online address checking service which includes access to the Exclusive Data in the "Property_type" field, the End User may not use the Licensee Software to provide an online address checking service for use by members of the public. To avoid doubt, this does not prevent the use of such Licensee Software to provide an address checking service for use solely by an End User's agents or sub-contractors, provided such data is treated by the End User and its agents and sub-contractors as confidential.
14. The Licensor has rights to enforce the terms of this End User Agreement for the purposes of the contractual privity provisions of the Contracts & Commercial Law Act 2017 and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms.