

EXPERIAN TENANCY LIMITED

Subscriber Agreement

Last Updated: 27 March 2026

1. INTRODUCTION

- 1.1 This Subscriber Agreement applies to Landlords' (and other eligible Subscribers') use of all Experian Tenancy Services accessed using the Website.
- 1.2 Capitalised terms used in this Subscriber Agreement have the meaning given to them in clause 16.

2. SUBSCRIBER AGREEMENT

- 2.1 By subscribing as an Experian Tenancy Subscriber, you agree to follow and be bound by this Subscriber Agreement, which comprises this Subscriber Agreement, our Website Terms of Use, our Privacy Policy, any reasonable additional terms and conditions published on the Experian Website in respect of the Experian Tenancy Services and our procedures and any other reasonable instructions we provide when you use any Experian Tenancy Service. This Subscriber Agreement applies to all services that Experian Tenancy supplies to you.

3. CHANGING THIS SUBSCRIBER AGREEMENT

- 3.1 We may make reasonable amendments to any aspect of this Subscriber Agreement, including fees and charges, at our sole discretion. We will notify you of changes by publishing updates on our website or by email communication. By continuing to use Experian Tenancy Services you will be deemed to have accepted the updated Subscriber Agreement. You should check from time to time to see if any part of this Subscriber Agreement has been updated.

4. ELIGIBILITY TO USE EXPERIAN TENANCY SERVICES

- 4.1 To be eligible to be an Experian Tenancy Subscriber you must:
 - (a) be a Landlord or property manager;
 - (b) be 18 years of age or older and resident in New Zealand; and
 - (c) meet the reasonable Experian Tenancy identity verification requirements.
- 4.2 You may not be an Experian Tenancy Subscriber if you are directly or indirectly involved (in any capacity) in the operations of a service that competes with Experian Tenancy Services.
- 4.3 By subscribing as an Experian Tenancy Subscriber you undertake that:
 - (a) you meet the eligibility criteria in clause 4.1 and 4.2; and
 - (b) all information that you have provided to Experian Tenancy is to the best of your knowledge complete, accurate, up to date and not misleading.

- 4.4** Experian Tenancy reserves the right to decline to subscribe you as an Experian Tenancy Subscriber or to terminate your Experian Tenancy subscription without entering into further discussions with you.

5. ADDING EXTRA USERS ON YOUR ACCOUNT

- 5.1** If you are accessing Experian Tenancy Services on behalf of a business (including a company, trust, private partnership or limited liability partnership) your account can only be opened by a Director, Chief Executive Officer, Chief Financial Officer, General Manager or other authorised person. The entity that establishes a business account is responsible for the use of that account by all individual users subscribed on the account. However, every individual user must separately subscribe an account and must have separate Login Details. Generic Login Details for multiple users for an Experian Tenancy account is expressly prohibited. This is to ensure that we can ask the specific user of Experian Tenancy Services to confirm that they have obtained the authorisation required from Prospective Tenants and Guarantors (see section 8 below).
- 5.2** If you are a representative of the business account, you must notify us if a subscribed user leaves your organisation so that we can disable their account.
- 5.3** You must keep your Login Details confidential and must not allow another person to use your Login Details. Please contact us immediately if you become aware of any unauthorised use of your Login Details or any other breach of security.
- 5.4** You represent that you are completing the Experian Tenancy Subscriber subscription (or, if applicable, add extra users subscription) for yourself and not for any other person. If you are subscribing in your capacity as the agent of a landlord (e.g., as a property manager), you must tell us who the landlord is and you must make sure you have proper authorisation from the landlord to act as their agent.
- 5.5** We may report any unauthorised use of Experian Tenancy Services as fraud and may report any other suspicious activity using our Website to enforcement agencies.

6. OUR CHARGES

- 6.1** You must pay us our current charges and fees for any Experian Tenancy Service you use, by the 20th day of the month following the month in which you use the Experian Tenancy Service.
- 6.2** Our current charges and fees are published on the Experian Tenancy section of the Website. Unless expressly stated otherwise, all charges and fees are exclusive of GST and you must pay GST in addition to the applicable charges and fees.
- 6.3** We will send you an invoice for charges and fees when you use an Experian Tenancy Service, unless you have nominated on your account not to receive individual invoices, in which case you will receive an itemised monthly account.
- 6.4** If you do not pay us by the due date for payment, all amounts you owe Experian Tenancy will become immediately due and payable, we may immediately cease providing any Experian Tenancy Services to you and we may require you to pay us any costs we, or our agents, incur in recovering money you owe us, including reasonable debt collection agency fees and legal costs (on a solicitor and own client basis).
- 6.5** We will send statements and notices to the email address you have recorded in your Experian Tenancy user account. You must keep your details updated in your Experian Tenancy user account via the My Account > My Member Details menu.

7. CREDIT REPORTS ABOUT PROSPECTIVE TENANTS AND GUARANTORS

- 7.1** You may use the Experian Tenancy Services on the Website to request a Credit Report.
- 7.2** If you request a Credit Report, you confirm that:
- (a)** if the Credit Report relates to an individual (including a guarantor), you are requesting a Credit Report for the purpose of assessing the creditworthiness of the individual as a Prospective Tenant or Guarantor (you will be asked to confirm this purpose each time you request a Credit Report about an individual); and
 - (b)** you have the authorisation of the relevant Prospective Tenant and Guarantor in accordance with section 8 below.
- 7.3** If you request a Credit Report about a Prospective Tenant and/or Guarantor, you are using the Experian Tenancy section of the Website as a portal to request the Credit Report from the credit reporter, Experian New Zealand Limited (**Experian**) — Experian Tenancy is not a credit reporter and does not provide Credit Reports to Experian Tenancy Subscribers. If you use this Experian Tenancy Service, you confirm the Prospective Tenant and/or Guarantor has agreed to Experian Tenancy being appointed as their agent for the limited purpose of:
- (a)** requesting that Experian provides you with their Credit Report (to be accessed via the Experian Tenancy section of the Website); and
 - (b)** disclose to Experian and authorise Experian to collect, use, store and disclose personal information in accordance with section 8.

The authority to act as your agent under this clause 7 continues until such time as this Subscriber Agreement is terminated in accordance with clause 10 below.

- 7.4** Experian Tenancy will only obtain a Credit Report for the purpose of enabling you to access the Credit Report via the Website and will not use or retain any credit information from Experian for Experian Tenancy's own purposes. Experian Tenancy may also keep a record for legal compliance and audit purposes.

8. PRIVACY STATEMENT — AUTHORISATION FROM PROSPECTIVE TENANTS AND GUARANTORS

- 8.1** When you use any Experian Tenancy Services or the information we give you, you must comply with the Privacy Act 2020 and all other laws.
- 8.2** Without limiting clause 8.1, you may only use Information Services if the applicable Prospective Tenant and Guarantor have authorised the collection, use and disclosure of Personal Information in accordance with the requirements in this Subscriber Agreement.
- 8.3** To ensure that you obtain the required authorisation, you must use a Tenancy Application Form which includes appropriate consents and privacy disclosures.
- 8.4** You must retain a record of each authorisation for a period of 6 years and provide it to us if we ask you to.
- 8.5** Experian Tenancy and Experian Tenancy's Group Companies may retain and use information, provided to us by you in order to supply our Information Services to you or for legal compliance and audit purposes provided that in all cases Experian Tenancy and Experian Tenancy's Group Companies will comply with the Privacy Act 2020.

9. SUBSCRIBER'S OBLIGATIONS

- 9.1** You must not disclose any information to us without taking such steps as are, in the circumstances, reasonable to ensure that the information is accurate, up to date, complete, relevant and not misleading. You must update information you have provided us as soon as reasonably practicable to ensure that you comply with this clause.
- 9.2** You must only use the reports and information we supply to you for your personal or internal business use. You must not give our reports or information to anyone else, except to the landlord if you have informed us that you are acting as an agent of the landlord, to the applicable Prospective Tenant and Guarantor in accordance with the Privacy Act 2020 if they request access to that information or otherwise as required by applicable law.
- 9.3** Where you collect and provide a driver licence or passport number to us, you confirm that you have made it clear to the individual that providing this number is voluntary and that you have taken reasonable steps to ensure the individual is the person shown on the driver licence.
- 9.4** You must:
- (a)** ensure that all those people that use Experian Tenancy Services on your behalf comply with your obligations under this Subscriber Agreement;
 - (b)** have controls over who uses those services. Your controls must include a separate username and password for each user of Experian Tenancy Services (see section 5 above);
 - (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 Experian Tenancy Services;
 - (d)** monitor your use of our 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; and
 - (g)** not use the Experian Tenancy Services in a way that may result in complaints, disputes or claims, whether or not resulting in any financial cost or other liability to us or you.
- 9.5** You must not directly or indirectly access or use any Experian Tenancy Services for the purpose of building, improving or providing any product or service that competes with all or any part of the Experian Tenancy Services or has similar features or functionality. Experian Tenancy reserves the right to decline to approve, or to revoke, your access to Experian Tenancy Services if, in Experian Tenancy's opinion, you have breached this clause 9.5, without entering into further discussions with you.
- 9.6** We may monitor and review your use of Experian Tenancy Services and your compliance with this Subscriber Agreement. If we do, you must co-operate with our reasonable requirements to monitor and review your use of those services and your compliance with this Subscriber Agreement, including reviewing the effect of the policies, procedures and controls you have in place. For example, if we ask you to, you must give us evidence to confirm that you have the required authorisation from a Prospective Tenant and Guarantors before requesting Information Services and that you have requested a Credit Report only for the purpose of assessing the creditworthiness of an individual as a shortlisted Prospective Tenant or Guarantor. Experian may also monitor and review your use of Experian Tenancy Services (to the extent that they include access to Credit Reports), and you must cooperate with Experian, in accordance with this clause 9.6.
- 9.7** You must promptly co-operate with us and Experian if Experian Tenancy or Experian needs to investigate or resolve any complaints or requests for access or correction of personal information, in order to comply with the Privacy Act 2020, the Credit Reporting Privacy Code 2020, or meet other legal obligations.

10. TERMINATION AND SUSPENSION

- 10.1** We may terminate this Subscriber Agreement and/or terminate or suspend your access to Experian Tenancy Services, without notice to you, if we have reasonable grounds to believe that you have breached this Subscriber Agreement or have not paid fees and charges when due.
- 10.2** We or you may terminate this agreement, without cause, by giving 30 days' written notice to the other.
- 10.3** The provisions of this Subscriber Agreement that are expressly, or by implication, intended to survive termination, will survive termination of this Subscriber Agreement, including clauses 9.5, 9.7 and 10–14 (inclusive).

11. DISCLAIMER

- 11.1** While we always aim to provide quality services and information, we do not guarantee that the services and information available on the Website will be accurate or continuously available. You acknowledge that we do not control the information links and infrastructure required to provide Experian Tenancy Services and that we do not independently check all information supplied to us, or the compilation of information by our systems.
- 11.2** 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. Neither we nor Experian will be liable in any way whatsoever to you or anyone else for any decision or action taken by you or anyone else in reliance upon the information provided on the Website or provided by Experian Tenancy or Experian.

12. LIMITATION OF LIABILITY

- 12.1** If you are using, or holding yourself out as using, the Website and/or Experian Tenancy Services "in trade" (as defined in the Consumer Guarantees Act 1993 (CGA)), the provisions of the CGA do not apply to any services we provide to you. If you are not using or holding yourself out as using the Website and/or Experian Tenancy Services "in trade", nothing in this Subscriber Agreement will exclude, restrict or modify any guarantee, right or remedy that you may have under the CGA.
- 12.2** To the extent permitted by law, Experian Tenancy and Experian Tenancy's Group Companies exclude all liability for any loss, damages, costs or expense, whether in tort (including negligence), contract or otherwise, which you or any other person may suffer or incur in connection with the Experian Tenancy Services, including the use or inability to use the Website, any fraudulent or other unauthorised subscription for or use of an Experian Tenancy account or any information contained on the Website or supplied or collected by Experian Tenancy.
- 12.3** Experian Tenancy and Experian Tenancy's Group Companies do not warrant the reliability, availability, accuracy, completeness or timeliness of information on the Website or provided by Experian Tenancy, including any Credit Reports obtained on your behalf from Experian. We are not liable to you for the accuracy of information we have received from third parties (including other Experian Tenancy Subscribers), public registers or publicly available information and all information we provide is provided "as is" without warranty of any kind, express or implied.

13. INDEMNITY

You indemnify Experian Tenancy and Experian Tenancy's Group Companies from all claims (however arising), losses, costs and expenses (of whatever nature, including legal fees on a solicitor and own client basis and debt collection agency fees) incurred by us and/or our related parties in connection with your breach of this Subscriber Agreement.

14. RIGHTS OF EXPERIAN AND OTHER THIRD PARTIES

- 14.1 References in this Subscriber Agreement to Experian and other Experian Tenancy's Group Companies is intended to confer a benefit on those companies, and be enforceable by those companies, for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1.

15. HOW TO CONTACT US

- 15.1 Please contact us on tenancy@experian.com or 0800 TENANT (0800 836 268) if you have any questions about this Subscriber Agreement, the Website, our Privacy Policy or any of our services.

16. DEFINITIONS AND INTERPRETATION

The "General" and "Interpretation" provisions set out in the Website Terms of Use apply to this Subscriber Agreement.

In this Subscriber Agreement, capitalised terms have the following meanings:

Credit Report *means* a credit report about a Prospective Tenant or Guarantor that you request and access via the Website, in accordance with clause 7

Experian *means* Experian New Zealand Limited

Information Services *means* an Experian Tenancy Service that includes the provision of information about Prospective Tenants and Guarantors

Landlord *means* a landlord or a prospective landlord (and their respective agents)

Login Details *means* a username and password to access the Website

Prospective Tenant and Guarantor *means* a prospective tenant and prospective guarantor(s) of a tenancy (if applicable), in each case, whether an individual, company, partnership, trust or other entity (and Prospective Tenant or Guarantor has an equivalent meaning)

Subscriber Agreement *means* this Experian Tenancy Subscriber Agreement

Experian Tenancy *means* Experian Tenancy Limited (also referred to as "us", "we" and "our")

Experian Tenancy Group Companies *means* Experian and Experian Australia Pty Ltd and their respective related companies from time to time (where related company has the meaning given to that term in section 2(3) of the Companies Act 1993, provided that any reference to a "company" shall be deemed to be a reference to any body corporate, wherever incorporated)

Experian Tenancy Services *means* the services provided to Experian Tenancy Subscribers via the Website

Experian Tenancy Subscriber *means* any person who has subscribed as an Experian Tenancy Subscriber and agrees to follow and be bound by this Subscriber Agreement

Website *means* the website operated under the domain name www.experiantenancy.co.nz