

Illion Tenancy Limited

Subscriber Agreement

This Subscriber Agreement includes important information about your use of illion Tenancy Services – including the privacy authorisations that you must obtain from Prospective Tenants and Guarantors before using Information Services (see section 8 below). You acknowledge and agree that your use of illion Tenancy Services is subject to the terms, conditions and disclaimers set out below. Please read this Subscriber Agreement carefully – we are happy to assist with any questions that you may have.

1. Introduction

- 1.1 This Subscriber Agreement applies to Landlords' (and other eligible subscribers') use of all illion 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 registering as an illion 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 additional terms and conditions published on the illion Website in respect of the illion Tenancy Services and our procedures and any other instructions we provide when you use any illion Tenancy Service. This Subscriber Agreement applies to all services that illion Tenancy supplies to you.

3. Changing this Subscriber Agreement

- 3.1 We may amend 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 illion 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 illion Tenancy Services

To register as an illion Tenancy Subscriber you must be a Landlord (or other eligible subscriber) and meet the other eligibility criteria set out in this section.

- 4.1 To be eligible to be an illion Tenancy Subscriber you must:
- (a) be a Landlord, an ID verification company or debt collector (who is accessing illion Tenancy Services for the purpose of enforcement of a debt owed by the individual concerned);
 - (b) be 18 years of age or older and resident in New Zealand; and
 - (c) meet the illion Tenancy identity verification requirements.

If you are an ID verification company you are not eligible to use the Website to request and access Credit Reports (see section 7 below).

- 4.2 You may not be an illion Tenancy Subscriber if you are directly or indirectly involved (in any capacity) in the operations of a service that competes with illion Tenancy Services.
- 4.3 By registering as an illion Tenancy Subscriber you undertake that:

- (a) you meet the eligibility criteria in clause 4.1 and clause 0; and
- (b) all information that you have provided to illion Tenancy is complete, accurate, up to date and not misleading.

4.4 illion Tenancy reserves the right to decline to register you as an illion Tenancy Subscriber or to terminate your illion Tenancy subscription without entering into further discussions with you.

5. **Registering extra users on your account**

You can set up an illion Tenancy business account but each individual user must register separately on the account and access the illion Tenancy Services on the Website with their own illion Tenancy account Login Details. There is no charge to [Register Extra Users](#) to an illion Tenancy business account.

- 5.1 If you are accessing illion 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 registered on the account. However, every individual user must separately register an account and must have separate Login Details. Generic Login Details for multiple users for an illion Tenancy account is expressly prohibited. This is to ensure that we can ask the specific user of illion 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 registered 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 illion Tenancy subscriber registration (or, if applicable, extra users registration) 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 illion Tenancy Services as fraud, and may report any other suspicious activity using our Website to enforcement agencies and credit providers.

6. **Our Charges**

- 6.1 You must pay us our current charges and fees for any illion Tenancy Service you use, by the 20th day of the month following the month in which you use the illion Tenancy Service.
- 6.2 Our current charges and fees are published on the illion 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 illion 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 illion Tenancy will become immediately due and payable, we may immediately cease providing any illion 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 debt collection agency fees and legal costs (on a solicitor and own client basis).

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

7. Credit Reports about Prospective Tenants and Guarantors

As an illion Tenancy Subscriber, you can use the illion Tenancy section of the Website as a portal to request and access a Credit Report about a Prospective Tenant and Guarantors from the credit reporter illion. If you do so, you appoint illion Tenancy to act as your agent in accordance with this section 7. illion Tenancy is not a credit reporter and does not provide Credit Reports to illion Tenancy Subscribers.

If you are an ID verification company you are **not** eligible and must not use the illion Tenancy section of the Website to request and access Credit Reports (this is a requirement of applicable law).

- 7.1 You may use the illion 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 illion Tenancy section of the Website as a portal to request the Credit Report from the credit reporter, illion New Zealand Limited (**illion**) – illion Tenancy is not a credit reporter and does not provide Credit Reports to illion Tenancy Subscribers. If you use this illion Tenancy Service, you appoint illion Tenancy as your agent to:
- (a) request that illion provides you with the Credit Report (to be accessed via the illion Tenancy section of the Website); and
 - (b) disclose to illion and authorise illion 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 illion 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 illion for illion Tenancy's own purposes. illion Tenancy may also keep a record for legal compliance and audit purposes.

8. Privacy Statement – authorisation from Prospective Tenants and Guarantors

You must not use illion Tenancy Services to obtain information about a Prospective Tenant or Guarantor without the authorisation of the applicable Prospective Tenant and Guarantor. You must use a Tenancy Application Form which includes a privacy statement covering all of the clauses from the applicable illion Tenancy Privacy Statement on the illion Tenancy Tenancy Application Form. Please note that there are two versions of the illion Tenancy Privacy Statement and you must select the correct Privacy Statement based on whether the Prospective Tenant is an individual or a company (or other entity).

- 8.1 When you use any illion Tenancy Services or the information we give you, you must comply with the Privacy Act 1993 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 illion Tenancy Privacy Statement set out in the illion Tenancy Application Form (as updated from time to time).
- 8.3 To ensure that you obtain the required authorisation, you must use a Tenancy Application Form which includes a privacy statement covering all of the clauses from the applicable illion Tenancy Privacy Statement set out in the illion Tenancy Application Form (as updated from time to time). A downloadable copy of the current version of the illion Tenancy Application Form and illion Tenancy Privacy Statement can be obtained online from illion Tenancy Forms menu at any time.
- 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 illion Tenancy and illion Tenancy's Group Companies will retain and use information, provided to us by you, to supply our Information Services to you and others. illion Tenancy and illion Tenancy's Group Companies will not remove any information from their respective systems unless they think that it is not accurate, up to date or complete.

9. **Subscriber's obligations**

You must ensure that all information you provide to illion Tenancy, and your associated practices and processes, comply with the following obligations. It is very important that you ensure that all information that you provide to illion Tenancy, including default lodgments, is and remains accurate, up to date and is not misleading.

- 9.1 You must not disclose any information to us, including credit default information (such as a default lodgment) 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 1993 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) have written policies and procedures for your employees, agents and contractors to follow when they use illion Tenancy Services so that all those people comply with your obligations for use of those services, particularly where you use the services referred to in section 7 above;
 - (b) have controls over who uses those services. Your controls must include a separate username and password for each user of illion 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 illion 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 illion 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 illion Tenancy Services for the purpose of building, improving or providing any product or service that competes with all or any part of the illion Tenancy Services or has similar features or functionality. illion Tenancy reserves the right to decline to approve, or to revoke, your access to illion Tenancy Services if, in illion 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 illion 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 Prospective Tenant or Guarantor. illion may also monitor and review your use of illion Tenancy Services (to the extent that they include access to Credit Reports), and you must cooperate with illion, in accordance with this clause 9.5.

9.7 You must promptly co-operate with us and illion if illion Tenancy or illion needs to investigate or resolve any requests for correction of personal information, in order to comply with the Privacy Act 1993 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 illion 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 clause 9.5 and clauses 10 – 14 (inclusive).

11. Disclaimer

While we always aim to provide quality information, we cannot guarantee the availability or accuracy of the information that we provide to you. You remain responsible for assessing the value of the information we provide you, and for the business decisions that you make.

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 illion 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 illion 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 illion Tenancy or illion.

12. Limitation of liability

Section 12 and 13 include important information about illion Tenancy and illion Tenancy's Group Companies liability to you and your liability if you breach this Subscriber Agreement.

- 12.1 If you are using, or holding yourself out as using, the Website and/or illion 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 illion 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, illion Tenancy and illion 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 illion Tenancy Services, including the use or inability to use the Website, any fraudulent or other unauthorised registration for or use of an illion Tenancy account or any information contained on the Website or supplied or collected by illion Tenancy.
- 12.3 illion Tenancy and illion Tenancy's Group Companies do not warrant the reliability, availability, accuracy, completeness or timeliness of information on the Website or provided by illion Tenancy, including any Credit Reports obtained on your behalf from illion. We are not liable to you for the accuracy of information we have received from third parties (including other illion 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.
- 12.4 Notwithstanding this clause 12 to the extent that we are liable to you or any other person, to the extent applicable and permitted by law, our liability for any claim or series of related claims is limited (at our discretion) to:
- (a) the amount you have paid us for the illion Tenancy Services that gave rise to the relevant claim; or
 - (b) resupplying the relevant illion Tenancy Services.
- 12.5 You must not make a claim against illion Tenancy or any illion Tenancy Group Company if you have not notified illion Tenancy or the illion Tenancy Group Company (as applicable) of the claim within one month of the act or omission that gave rise to the claim.

13. **Indemnity**

You indemnify illion Tenancy and illion 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 illion and other third parties**

- 14.1 References in this Subscriber Agreement to illion and other illion 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 at on admin@illiontenancy.co.nz 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;

illion means illion New Zealand Limited;

Information Services means an illion 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 illion Tenancy Subscriber Agreement;

illion Tenancy means illion Tenancy Limited (also referred to as “us” “we” and “our”);

illion Tenancy Group Companies means illion and Illion 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);**illion Tenancy Services** means the services provided to illion Tenancy Subscribers via the Website;

illion Tenancy Subscriber means any person who has registered as an illion Tenancy subscriber and agrees to follow and be bound by this Subscriber Agreement; and

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

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