



Please sign me up to Property Guru Professional

Company Details:

Registered Legal Name (Companies Office) _____

Trading as (full name) _____

Associated Franchise _____ Company Number (if applicable) _____

Date of Incorporation (if applicable) _____ Business Type _____
(company, partnership, sole trader or other)

Physical Address:

Billing / Postal Address:

Postcode _____

Postcode _____

Office Website _____

Fax _____

Property Guru Professional Administrator Details (for managing Property Guru Professional Administration):

Name _____ Phone _____

E-mail address _____

Terralink Internal Office Use Only

Debtor Code		Processed By	
Date Received		Account Manager	





Company Owner / Managing Director / Chief Executive Information:

Name _____

Title _____

E-mail address _____

Phone _____

Accounts Payable Contact:

Name _____

Phone _____

E-mail address _____

For sole traders only:

I hereby consent to Terralink International Limited undertaking a personal credit check and that acceptance of my application is subject to the credit check being undertaken by Terralink International Limited

Yes

(must tick)

My personal details are:

Full name: _____

Date of Birth: _____

Home Residential Address: _____

Home Residential Phone Number: _____

Region

Northland	Auckland	Coromandel	Waikato
Bay of Plenty	East Coast	Central Plateau	Taranaki
Hawkes Bay	Manawatu-Wanganui	Wellington	Wairarapa
Nelson	Marlborough	West Coast	Canterbury
Otago	Fiordland	Southland	

Industry

Valuers	Rural Real Estate	Residential Real Estate	Commercial Real Estate
---------	-------------------	-------------------------	------------------------





Terms and Fees:

The standard Property Guru Professional subscription provides access for up to a maximum of ten (10) staff unless otherwise agreed * for one Branch for Approved Users only, as per the attached "Schedule of Users". Access to legal document ordering and other additional modules and services is optional per Branch and incurs additional costs to your Total Monthly Fees. All prices exclude GST.

Branch Name	Subscription	Module 1 Name:	Module 2 Name:	Module 3 Name:	Module 4 Name:	Total Monthly Fees
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

* Where the number of staff at any one Branch exceeds thirty (30) a further subscription fee may be payable.
Continued on "Additional Branches" table overleaf, if required

Length of contract: 12 months from ____/____/____, with automatic annual renewal.

Special Conditions

(To be completed by Terralink Sales Representative: not accepted until authorised by appropriate Terralink Manager)

Approved: _____

I have read and accept Terralink International Limited's Terms and Conditions for Property Guru Professional. I am an authorised signatory of the company or organisation and have contractual capacity. I agree to the Total Monthly Fees being invoiced in advance and any additional legal document costs invoiced in arrears and payment of both will be by direct debit. I am aware that payment default may result in suspension or cancellation of service and any such default does not release me, the company or organisation from my or our obligations under this Agreement.

I certify that I am a Real Estate Agent, Real Estate company or organisation whose main business is the sale and purchase of land and buildings.

REAA License Number _____

OR

I certify that I am a Registered Valuer, Valuation company or organisation whose main business is the valuation of land and buildings.

Valuer Registration Details _____

Name:	Company:
Position:	Signature:
Date:	

Applications may take up to 5 working days to process, provided all fields have been completed.





Schedule of Users:

No	Branch	First Name	Surname	Legal Document Ordering Yes / No	Work Related Email Address

Continue on additional sheet if required

Additional Branches

Branch Name	Subscription	Module 1 Name:	Module 2 Name:	Module 3 Name:	Module 4 Name:	Total Monthly Charge
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

Continue on additional sheet if required





Terralink International Limited

Direct Debit Form

BANK INSTRUCTIONS

NAME:
(Of Bank Account)

**AUTHORITY TO ACCEPT
DIRECT DEBITS**
(Not to operate as an
assignment or agreement)

BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:

Bank	Branch	Account Number	Suffix
------	--------	----------------	--------

AUTHORISATION CODE

0	1	0	9	0	6	9
---	---	---	---	---	---	---

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

To: The Bank Manager,

BANK:
BRANCH:
TOWN/CITY:

I/We authorise you until further notice, to debit my/our account with all amounts which
TERRALINK INTERNATIONAL LIMITED
(hereinafter referred to as the Initiator)
the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.
I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT:

PAYER PARTICULARS	PAYER CODE	PAYER REFERENCE
--------------------------	-------------------	------------------------

YOUR SIGNATURE(S)

DATE: / /

<p style="text-align: center;">Approved</p> <p style="text-align: center;"># #</p>	<p style="text-align: center;"><small>For Bank Use Only</small></p> <p style="text-align: center;"><small>Original - Retain at Branch</small></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><small>Date Received:</small></td> <td style="width: 30%;"><small>Recorded by:</small></td> <td style="width: 30%;"><small>Checked by:</small></td> </tr> </table>	<small>Date Received:</small>	<small>Recorded by:</small>	<small>Checked by:</small>	<p><small>BANK STAMP</small></p>
<small>Date Received:</small>	<small>Recorded by:</small>	<small>Checked by:</small>			

CONDITIONS OF THIS AUTHORITY

- 1. The Initiator**
 - (a) Has agreed to give written advance notice of the net amount of each direct debit and the due date of the debiting at least * 2 business days before the date when the Direct Debit will be initiated. This notice will be provided either:
 - (i) in writing; or
 - (ii) by electronic mail where the Customer has provided prior written consent to the Initiator
 The advance notice will include the following message-
 "The amount of \$..... will be directly debited to your Bank account on (initiating date)."
 *minimum 2 business days.
 - (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- 2. The Customer may:-**
 - (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
 - (b) Stop payment of any direct debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank
- 3. The Customer acknowledges that:-**
 - (a) This authority will remain in full force and effect in respect of all direct debits made from me/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
 - (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the direct debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the Initiator.
 - (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of-
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits
 - (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- 4. The Bank may:-**
 - (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank
 - (b) At any time terminate this authority as to future payments by notice in writing to me/us.
 - (c) Charge its current fees for this service in force from time-to-time.

Terms and Conditions

Definitions

In this Agreement, unless the context otherwise requires:

“Administrator” means an Approved User who is allocated an administrator login for viewing account transactions and billing codes, where applicable, made within a Branch by an Approved User;

“Agreement” means these terms and conditions, including any Schedules and includes the Application Form;

“Application Form” means the form completed and signed by the person who has contractual capacity being either the sole trader, you or an authorised member of your staff in your company or organisation;

“Approved User” means an eligible sole trader or member of staff in your company or organisation;

“Commencement Date” means the 1st day of the month following the date on which the Application Form is signed;

“Data” means data relating to property and consumer information in New Zealand, supplied by Terralink;

“Effective Date” means the first day of the following month from the date on which notice is given;

“End User” means the person who uses the Data or accesses or receives a report;

“Fees” means the total monthly charge and any applicable module fees;

“Free Period” means any period provided free of charge during the Initial Term;

“Information” means the giving of feedback, asking questions, providing comments, suggestions or the like regarding the Site;

“Initial Term” means twelve months from the Commencement Date of the Agreement, unless stated otherwise on the Application Form;

“LINZ” means Land Information New Zealand;

“Password” means the individual password and any additional security measures which may be introduced from time to time, allocated to an individual User Name which maybe changed from time to time;

“PIQ” means PropertyIQ NZ Limited;

“Real Estate Agent” means a real estate agent or a real estate company or organisation employing Real Estate Agent(s) as defined under the Real Estate Agents Act 2008, as may be amended from time to time;

“Realestate.co.nz” means Realestate.co.nz Limited;

“Service” means Property Guru information services, (including the Legal Document Ordering service [if access enabled] and the Reports);

“Site” means Property Guru at www.property-guru.co.nz;

“Subsequent Term” means a further term of one year commencing on the anniversary of the expiry of the Initial Term;

“Terralink” means Terralink International Limited;

“User Name” means your work related email address;

“Valuer” means a valuer, valuation company or organisation, as defined under the Valuers Act 1948, as may be amended from time to time;

“You” means you, or any of your staff within your company or organisation.

1 Terms of the Agreement

1.1 These terms and conditions and the special terms and conditions attached as Schedule 1, become a legal agreement between you and Terralink - when you sign a hard copy of the Application Form acknowledging that you have read and accepted these terms and conditions and return the completed Application Form to Terralink. On receipt and processing of the Application Form, Terralink will, in consultation with you, provide you with the User Name and Password for each Approved User. Each Approved User will be able to change their Password but not the User Name itself. Terralink will also assign one Approved User to be the administrator and will allocate an administrator login for the Administrator. The Administrator will be able to view account transactions and billing codes, where applicable, made within a Branch by an Approved User.

2 Duration of the User Agreement

2.1 The Initial Term of this Agreement will be for a minimum term of twelve (12) months from the Commencement Date as expressly stated on the Application Form.

2.2 Upon expiry of the Initial Term, this Agreement will automatically be renewed for a Subsequent Term of one (1) year, and upon the expiry of the Subsequent Term, for further Subsequent Terms of one (1) year unless and until terminated by either party giving the other party written notice of its intention not to renew the Agreement thirty (30) days prior to the end of the Initial Term or at any time on thirty (30) days notice during a Subsequent Term, with the notice period to take effect from the Effective Date.

2.3 On expiry or termination of this Agreement, you will cease to be an authorised user of the Site.

3 Early Termination

3.1 You may not cancel this Agreement within the Initial Term. If you seek to cancel this Agreement within the Initial Term, you will remain liable for any Fees in accordance with clause 8 that would be due under the Initial Term had you not sought to cancel, up to and inclusive of the expiry of the Initial Term.

4 Warranties

4.1 You warrant that you are either:

- (a) a Real Estate Agent and your main purpose of business is the sale and purchase of land and buildings; and you are licensed by the Real Estate Agents Authority; or
- (b) a Valuer and your main purpose of business is the valuation of land and buildings and you are registered as Valuer(s).

5 Your Details

5.1 You are required to provide Terralink with complete and accurate registration information and to update your information with Terralink to our e-mail or postal address if it changes, including any change in your company or organisation name and changes in Authorised Users.

5.2 You, or the nominated Administrator, are responsible for advising Terralink of any Authorised User changes relevant to the use of the Site, including new appointments, changes in roles of staff or resignations. Terralink will, for new appointments, assign and advise the Administrator of the unique User Name and Password for each new required User Name and will be responsible for managing any notified User Name changes.

5.3 If you fail to notify Terralink of any change as required in accordance with clause 5.1 or 5.2 above, you may be in breach of this Agreement.

6 Username and Password

6.1 You are responsible for all use of the Site, including all legal document ordering made by using the User Name(s) and Password(s) allocated to you whether or not the use is made by you, your staff or by someone else using the User Name(s) and Password(s). You are responsible for protecting and securing the User Name(s) and Password(s) from unauthorised use. If you believe there has been a breach of security of the User Name(s) or Password(s), such as theft or unauthorised use, you must notify Terralink immediately by e-mail to info@terralink.co.nz

6.2 If Terralink has good reason to believe that any information you have supplied is not accurate, or if Terralink considers that you have breached this Agreement, it may immediately terminate this Agreement without liability to you and you will cease to be an authorised user of the Site.

7 Licensing

7.1 From the Commencement Date of this Agreement, you shall only be entitled to use the Services, including the contents of the reports or the reports themselves, at the Branch or Branches specified in the Application Form, internally in the course of your ordinary business and externally:

- (a) for Real Estate Agents, for the purpose of providing the property related information contained within the Site and/or the reports available on the Site to be supplied either by hard copy, facsimile or by email to a potential seller or buyer of the property; or
- (b) for Valuers, for the purpose of incorporating the property related information contained within the Site and/or the reports available on the Site into a valuation report, to be supplied either by hard copy, facsimile or by email to a client where a market valuation of the property in question is required; and
- (c) where you on-supply a report to an End User in accordance with this clause 7.1, you are required to advise the End User that they are specifically prohibited from providing the reports to any other party.

7.2 Other than as expressly provided for at clause 7.1 above and, for the avoidance of doubt, you must not:

- (a) reverse engineer, decompile, disassemble, use a data extraction software or programme of any kind whatsoever, harvest or attempt to harvest the data within the Site for any purpose whatsoever, including for the purpose of setting up your own database(s); and/or
- (b) sell, use, modify, copy, reproduce, republish or upload any information from within the Site to a third party (including the use of a link to any third party websites), nor post, transmit or distribute any Site content except as expressly provided for in this Agreement.

7.3 Subject to clause 7.1(c), where you on supply the Services to clients in any manner whatsoever, including but not limited to printing or emailing the Services, you must display the proprietary devices specified at clauses 7.4 and 7.5 below. For the avoidance of doubt such proprietary devices shall be displayed where you supply

the Services in their original format as well as on any reproduction or adaptation of the Services.

7.4 Subject to clause 7.1(c), where the Services are on supplied to your clients in the format in which they were supplied, you shall use or ensure the use of the following proprietary device:



© Terralink International Limited 2011 - 2016

7.5 Where the Services are on supplied to your clients in a format which is an adaptation of or amendment to the Services, you shall use or ensure the use of the following proprietary device:

Created Using



8 Fees

- 8.1 You are liable and will remain liable to pay the total monthly charge and module fees, (if applicable), which combined are the Fees, plus any additional charges for legal documents (where ordered), due under the Initial Term and any Subsequent Term under this Agreement, unless the Agreement is terminated in accordance with clause 2.2 of this Agreement or assigned or novated in accordance with clause 19. For the avoidance of doubt, if you cease operating your business during the Initial Term or the Subsequent Term, you will remain liable for all payments due under the Agreement until either the expiry of the Initial Term or the Subsequent Term, unless terminated in accordance with clause 2.2.
- 8.2 At the end of each month you will be invoiced in advance for the Fees for the following month, and in arrears for any charges relating to legal documents ordered in the preceding month. Invoices must be payable by direct debit on the 20th day of the month following of the date of Terralink's invoice unless expressly agreed otherwise between the parties. Where you have two or more Branches, invoices will be raised and sent to the Branch nominated on the Application Form for invoicing purposes.
- 8.3 In the event of non-payment you will pay all of the actual costs of any debt collection incurred by Terralink. Terralink reserves the right not to extend further credit. Terralink has the right to terminate this Agreement for any non-payment of Fees or charges for legal documents and if termination is within the Initial Term you will remain liable for all payments that would be due under the Agreement in the Initial Term. Terralink may charge default interest at its trading bank's standard short term lending rate plus three percent (3%) per annum on all amounts not paid by the due date. Default interest is charged on a daily basis from the due date to the date payment is actually made. Interest shall be compounded on a monthly basis.
- 8.4 Any failure of a direct debit payment as set out in clause 8.2 above shall constitute a breach of this Agreement and Terralink shall have the right to immediately suspend and or terminate your access and treat such failure as a non-payment which shall be managed in accordance with clause 8.3 above.
- 8.5 Where as part of your initial sign up to Property Guru you are offered any Free Period or discounts, and your first or subsequent payments by direct debit during the Initial Term are dishonoured at the completion of the Free Period, Terralink reserves the right to charge in full for the Free Period, at the total monthly charge rate, including fees for modules, if applicable, as stated on the Application Form, or if varied, as varied, plus fees for legal documents ordered but not yet paid for.
- 8.6 Where as part of your initial sign up to Property Guru you are offered any discounts or any part of the Initial Term free of charge and you attempt to cancel the Agreement within the Initial Term, you must pay to Terralink the difference between Terralink's total monthly charge, including fees for modules, if applicable, for the full Initial Term (which excludes any promotional or other discounts) and the amount of Fees actually paid by you, excluding any fees paid for legal documents ordered.
- 8.7 Where your access to Property Guru is suspended in accordance with clause 8.4 above, access will continue to be suspended until payment of all outstanding Fees and any interest due in accordance with clause 8.3 is made. Once payment is received by Terralink, access to Property Guru will be reinstated.
- 8.8 Where your access to Property Guru is terminated in accordance with clause 8.4 above, access to Property Guru will not be reinstated by Terralink and non payment will be managed in accordance with clause 8.3.
- 8.9 (a) Terralink may give notice to you up to 20 (twenty) working days before the expiry of the Initial Term or any Subsequent Term that the Fees will increase with effect from the expiry of the Initial Term, or any Subsequent Term, as the case may be. If, following this notice, the term of this Agreement is extended under clause 2.2 you will be deemed to have accepted the increase in the Fees stated in the notice for any Subsequent Term.
- (b) Fees for legal documents are based on a third party supplier's costs to Terralink and as such you agree these fees may be increased at any time by Terralink posting a notice of the new rates on the Site no less than thirty (30) days prior to the increases taking effect.

9 Disclaimer

9.1 All conditions, guarantees and warranties expressed or implied by statute, common law, equity, trade customer usage or otherwise, are expressly excluded to the maximum extent permitted by law.

9.2 Without limiting clause 9.1:

- (a) the Site and the Service are provided “as is” and “as available”, and you use the Site and the Service at your own risk. Access to the Site and the Service may be interrupted, restricted or delayed from time to time without notice. Terralink does not warrant or guarantee that the Site and the Service will be available continuously or that the operation of the Site and the Service will be error-free. Terralink reserves the right to change, modify, suspend or discontinue any or all parts of the Site and the Service at any time without notice;
- (b) you acknowledge and agree that some of the material on the Site and the Service is sourced from third parties outside Terralink. Terralink makes no representations and gives no warranties of any kind whatsoever in relation to any material on the Site and the Service. In particular, Terralink does not warrant that the material on the Site and the Service is free from errors, omissions, or other inaccuracies, or is fit for any particular purpose. You agree to release Terralink from all liability (whether in contract, tort [including negligence], equity or on any other basis) for any errors, omissions or other inaccuracies in the material on the Site and the Service;
- (c) Terralink makes no representations and gives no warranties that the material on the Site and the Service, as delivered, (whether or not it is combined with your data) will be capable of being processed on your computer equipment and software or that your data will be compatible with the material on the Site and the Service, or work effectively in combination with the material on the Site and the Service;
- (d) Terralink has no obligations to convert the material on the Site and the Service for use by you with your computer equipment and software (such conversion being entirely at your own risk), nor does Terralink have any obligation for training you or your personnel in the use of the material on the Site and the Service;
- (e) Terralink does not give any warranty that the material on the Site and the Service will be free

from infection, viruses or destructive code. Terralink shall not be liable (whether in contract, tort [including negligence], equity or any other basis) for any damage to, or viruses that may infect your computer equipment or software due to your use, installation or conversion of the material on the Site and the Service.

9.3 You understand and acknowledge that neither the Property Finder Report, Title Report, Title Transaction Report, Survey Report, Property Boundary Map, nor Aerial Photo plus Property Boundary Report or any other report, are the Land Transfer Index, Land Transfer Journal or any Landonline document in terms of the Land Transfer Act 1952 or any legislation in substitution thereof.

9.4 You acknowledge and agree that the limitations and exclusions of liability contained in:

- (a) clauses 9.1, 9.2, 10.1, and 10.2 (with all references to Terralink deemed to be replaced with references to LINZ, PIQ and Realestate.co.nz); and
- (b) clause 10.3,

apply for the benefit of and may be enforced by LINZ, PIQ or Realestate.co.nz in relation to the material on the Site and the Service sourced by Terralink from LINZ, PIQ or Realestate.co.nz (as the case maybe) for the purposes of the Contracts (Privity) Act 1982, as may be amended from time to time. For the avoidance of doubt, this clause shall not in any way limit Terralink’s right to enforce any of the provisions of this Agreement in relation to the material sourced by Terralink from LINZ, PIQ or Realestate.co.nz.

10 Liability and Indemnities

10.1 Terralink shall not be liable (whether in contract, tort [including negligence], equity or on any other basis) for any loss, damage, liability, or expense sustained by you or any other person, directly or indirectly, from any use whatsoever of the material on the Site and the Service or otherwise in connection with this Agreement (even if Terralink has been advised of, or has knowledge of, the possibility of such loss, damage, liability or expense). Such loss/damage includes, without limitation, damage to property, injury to persons, loss of profits, business interruption loss, loss of data, any other loss, damage or expense that arises either as a result of the material on the Site and the Service being shown to be wholly or partially incorrect or unsuitable, or arising from non-delivery or delay in delivery of the material on the Site and the Service and loss as a result of any amendment to or deletion of the material on the Site and the Service.

10.2 Without limiting clause 10.1, Terralink shall not be liable (whether in contract, tort [including negligence], equity or on any other basis) for any loss, damage, liability or expense whatsoever arising from any modification, amendment or deletion (whether pursuant to clause 11 of this Agreement or otherwise) made to the material on the Site and the Service or any compilation or derivative work created from or using the material on the Site and the Service in each case whether made by you, or by any other person.

10.3 In the event that any exclusion of Terralink's, LINZ's, PIQ's or Realestate.co.nz liability set out in this Agreement is inapplicable or is held unenforceable, Terralink's, LINZ's, PIQ's and Realestate.co.nz total aggregate liability under or in connection with this Agreement, or arising out of any use, reproduction, modification, amendment or deletion of the material on the Site and the Service, or creation of compilations or derivative works of or from the material on the Site and the Service (by you or by any other person), whether that liability arises in tort [including negligence], contract, equity or on any other basis, shall be limited as follows:

- (a) Terralink's total aggregate liability shall be limited to \$100; and
- (b) LINZ's, PIQ's and Realestate.co.nz total aggregate liability shall be limited to \$1 each.

11 Modification of Site, Service or Materials

11.1 Terralink reserves the right to change, modify, suspend or discontinue any or all parts of this Site or Service at any time. Terralink reserves the right to restrict your access to parts or all of the Service without notice or liability.

11.2 Some of the materials in the Site and the Service are sourced from LINZ, PIQ and Realestate.co.nz, or other third parties. Terralink may at any time be required to amend or delete any material (or any part of the material) on the Site and the Service that is sourced from LINZ, PIQ or Realestate.co.nz, or other third parties. This means that material which may have previously been available and which you may have accessed, may no longer be available the next time you access the Site or the Services.

12 Copyright

12.1 Some of the materials within this Site are protected under copyright and other laws of New Zealand and under international conventions, and similar laws abroad. Unless otherwise stated, copyright and other intellectual property rights in all material published on the Site including, but not limited to, the textual

material, artwork, photographs, computer software, audio and visual elements, is owned or controlled by Terralink or its licensors.

12.2 You agree not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which Terralink may post on the Site.

13 Protected Rights

13.1 The name and logo of Terralink and Property Guru are registered trademarks. You are not permitted to use or reproduce or allow anyone to use or reproduce these trade marks for any reason without our express written permission, which may be withheld. The software which operates the Site is proprietary software and you are not permitted to use it except as expressly allowed for under the terms of this Agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

14 Advertising Material

14.1 Material appearing on the Site may include advertising and other information submitted by parties other than Terralink, and the Site may provide links to other sites operated by advertisers and third parties. Those parties (and not Terralink) are responsible for ensuring that such information and such sites comply with all relevant laws and regulations. To the full extent permissible or by law, Terralink disclaims all responsibility for any error, omission or inaccuracy of such information or its failure to comply with the relevant laws or regulations.

14.2 Terralink has no responsibility regarding any information you obtain from any other website, even if you access it via a link from this Site. For the avoidance of doubt this includes, but is not limited to, any material you obtain from the Yellow® White Pages website.

15 Privacy

15.1 Terralink is an Agency for the purposes of the Privacy Act 1993, as may be amended from time to time. All personal information you supply to Terralink will be dealt with by Terralink in accordance with that Act. Terralink may from time to time send you information on selected products and services and invite others to do so. Should you not wish for yourself or any of your staff to receive this material, email your request and contact details to info@terralink.co.nz. You are deemed to have given your and that of your staff's permission to Terralink to convey all or part of your registration information to independent auditors for the sole purpose of verifying site usage statistics. As part of the verification process, you may be contacted by these independent auditors and asked to confirm that you

have registered with the Site. Accordingly, you may not register any personal details other than your or their own.

- 15.2 You have the right to access your personal profile and if there are errors in the information, correct any of your personal information.

16 Submissions

- 16.1 Should you respond to Terralink, for example by providing Information or the content of any item, such Information shall be deemed to be non-confidential and Terralink shall have no obligation of any kind with respect to such Information. In addition, Terralink shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works, and distribute the Information to others without limitation, and to authorise others to do the same. Furthermore, Terralink shall be free to use any ideas, concepts, know-how or techniques contained in such Information for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and other items incorporating such Information. This paragraph is not intended to apply to any personal details about you (such as name, mailing address and email address), the use of which will be governed by clause 15.

17 Notices

- 17.1 You may serve notice on Terralink for the purposes of this Agreement by sending an email to info@terralink.co.nz or by facsimile on 04 915 6030 marked Attention The General Manager or letter addressed to The General Manager, Terralink International Limited, PO Box 2872, Wellington 6140, New Zealand.
- 17.2 Terralink may serve notice on you by sending it to your e-mail address, facsimile number or postal address appearing on the Application Form.
- 17.3 Notices will be deemed to have been served one (1) hour after successful transmission by email or facsimile or three (3) working days after dispatch by post.

18 Variation to this Agreement

- 18.1 The provisions of this Agreement will not be varied except by agreement in writing, either accepted by an exchange of emails or signed by both parties.

19 Assignment

- 19.1 Subject to clause 19.2, you may not assign, transfer, novate, subcontract or otherwise dispose of any benefits, rights, liabilities or obligations under this

Agreement or any part of this Agreement without the prior written consent of Terralink, such consent not to be unreasonably withheld.

- 19.2 Terralink is permitted to assign its interests, and novate its obligations (without recourse by you), under this Agreement, provided that its business, or the relevant part of its business that provides the Services under this Agreement, is sold as a going concern.

20 Governing Law

- 20.1 This Agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this Agreement shall be referred to the New Zealand courts and the New Zealand courts shall have jurisdiction to hear and determine such dispute.

SCHEDULE 1 – PROPERTYIQ RETAIL TERMS AND CONDITIONS

1. INTRODUCTION

1.1 PIQ has agreed to make available to Terralink the Data and Terralink has agreed to make the Data available to its End Users upon terms and conditions which include those set out in this Schedule.

2. COPYRIGHT AND RESTRICTION

2.1 Data supplied to Terralink's End Users is subject to copyright. It is supplied solely for the purpose of Terralink's End Users own use and for those End Users who may be supplied the Data subject to the terms of the Agreement between PIQ and Terralink.

2.2 Terralink's End Users are expressly forbidden to use the Data to:

- (i) reproduce, establish databases, distribute the Data, create any mailing or address databases of persons or properties;
- (ii) generate statistics of any type for general release to the public;
- (iii) sell the Data to others;
- (iv) add to an existing or new database for whatever purpose;
- (v) further disseminate the Data supplied;
- (vi) match the Data supplied to any public register or other data for the purpose of creating any mailing lists;
- (vii) allow the Data to be used for a telemarketing campaign or telephone survey;
- (viii) use the Data supplied with any public register or other data for the purpose of selecting or filtering a mailing list;
- (ix) aggregate Data, or allow an End User of Terralink to do so, for promotion or publication to persons; and/or
- (x) publish it by written, broadcasting, videotex, electronically on computer encoded mediums or by other means without the written consent of PIQ.

2.3 For the purpose of this clause, Rights Notice means the notice "Copyright and all other rights reserved" to be placed on Data to be attributed to PIQ.

3. PRIVACY

3.1 The Privacy Act 1993, as may be amended from time to time, limits the use of personal information from public registries. Terralink's End Users are responsible for ensuring Data is used within the requirements of the Act.

4. WARNING

4.1 The Data supplied:

- (i) is made available on an "as is" basis;
- (ii) is not a certified copy of any district valuation roll entry;
- (iii) is not provided for lending purposes;
- (iv) is not a valuer's report for the purposes of the New Zealand Trustee Act 1956, as may be amended from time to time; and
- (v) is not provided exclusively to Terralink, or Terralink's End Users.

5. EXCLUSION OF LIABILITY

5.1 PIQ:

- (i) makes no representations as to the completeness, correctness, currency or fitness for any purpose of the Data supplied;
- (ii) will not be responsible for any damage to or loss suffered by Terralink's End Users arising from the service provided whether arising from negligence or otherwise beyond;
 - (a) resupplying the Service, or
 - (b) refunding the cost of supplying the particular service in issue or the Data.

6. INDEMNITY

6.1 Terralink's End Users assume the sole responsibility for all use of the Data supplied and agree to indemnify PIQ from any liability or claim of any person arising from the Data supplied. In addition, Terralink's End Users agree to indemnify PIQ against the consequences of any failure to carry out effectively Terralink's End Users' responsibility as provided in the Agreement between PIQ and Terralink.

7. MODIFICATION OF TERMS

7.1 This Agreement and the services to be provided may be changed by PIQ giving thirty (30) days notice in writing to the Terralink of:

- (i) changes to terms and conditions; and/or
- (ii) changes in Data available.

7.2 No provision shall be waived and no change shall be binding unless in writing signed by PIQ.

8. ASSIGNMENT

8.1 Terralink's End User may not assign or novate this Agreement unless the End User obtains the specific written consent from Terralink that the End User may do so.

9. TERMINATION

9.1 PIQ may require Terralink to terminate or suspend the supply of Data to Terralink's End Users at any time in accordance with the Agreement between us and Terralink. All copyright, data privacy and use of Data obligations remain in effect after termination of this or any other Agreement for all Data, copies and compilations retained by Terralink's End Users.