

AGREEMENT FOR THE SUPPLY OF DEBT BLOCKER SERVICES

A. APPLICATION OF AGREEMENT

1. Debt Blocker Limited (Company No.: 6629878) (“we”, “us”, “our”) will supply to the Subscriber (“you”, “your”) our information services (“the services”) on the terms and conditions contained in this agreement. By using our Services, you agree to comply with this Agreement.

B. SUPPLY OF SERVICES

2. A search on Debt Blocker may only be made for the purposes of processing an application for credit. Searches for any other purposes are not permitted and may result in suspending access to our services and further action.
3. You must only use our Services and the information obtained from our Services for the purposes of your internal business use and only in accordance with all laws and regulations. We will not provide you services if we reasonably believe that we are not permitted to by any law or regulation.
4. You must not disclose the information supplied to you to any third party except to the extent as required by law and you must not resell the information. You must not reproduce, copy or re-use the information except as reasonably required for your internal business use. All copyright and other proprietary notices, symbols and clauses of Debt Blocker must be affixed to any information reproduced, copied or re-used, whether in printed or digital form.
5. So that we can provide our Services, you must follow our policies and procedures as notified from time to time, including all security procedures such as the use and security of passwords. We will give you reasonable notice of any changes to our policies and procedures.
6. Before you provide us with information or use our Services you must obtain all applicable consents and authorisations from the potential borrower, which must be freely given and informed, and in accordance with the Privacy Act (1993) and any other applicable laws.
7. You understand that we will only inform you whether a person is on the Debt Blocker database at the time of search. We will give you no other personal information.

8. We may suspend your access to our Services if you have not paid our fees by the due date, or where we believe you are in breach of this Agreement or of any laws or regulations or where we believe providing services to you may be a breach of any laws or regulations. You are not entitled to any compensation during suspension.
9. The Services are generally available all day, 7 days a week. Support services are available during normal business hours (Monday – Friday, 9am – 5pm). You acknowledge that our services are made available through communication links and networks which are supplied by external suppliers and that the availability of our Services will be dependent on the performance of those external suppliers and any factors (environmental or otherwise) which might impact on those communication links and networks, all of which are outside our control.
10. You are responsible for all communication costs for access to our Services.

C. SAFEGUARD OF ACCESS TO SERVICES AND INFORMATION WE PROVIDE

11. You must ensure that only persons properly authorised by you have access to our Services.
12. When we give you a user name, password or other identifier to access our Services you must keep this confidential and only use it for a proper purpose in accordance with this Agreement.
13. You must take appropriate measures to safeguard against improper access of our Services including (without limitation):
 - a. Developing written policies and procedures to be followed by your employees, agents and contractors in relation to access to our Services and the security of the information we provide;
 - b. Notifying us in writing of any unauthorised access to our Services, changes to your authorised users or compromises in the security;
 - c. Providing information and training to ensure compliance with the policies and controls;
 - d. Monitoring usage and regularly checking compliance with the policies and controls;
 - e. Taking appropriate action in relation to identified breaches of policies and controls; and
 - f. Any other measures as reasonably required by us.

D. FEES

14. You will pay us for the Services at the rates set out in the Fees Schedule.

15. We will invoice you on a monthly basis and you will pay the invoice by the 20th day of the month following the date of the invoice.
16. If you do not pay us by the due date then we may suspend your access to Debt Blocker, and may charge interest on the amount overdue at the rate of 12% per annum (accruing daily) until the overdue amount is paid. You also agree to pay us any costs we or our agents incur in recovering money you owe us, including commission and legal costs on a solicitor-client basis

E. TERM AND TERMINATION

17. This Agreement continues until one of us gives 30 days written notice to terminate the Agreement.
18. We may terminate this Agreement immediately if you are in material breach of this Agreement which is not capable of remedy.
19. Termination in any manner shall not affect any rights or obligations properly accrued to either of any party prior to termination.
20. Termination of this Agreement will not extinguish or otherwise affect the obligations under this Agreement which by their nature are intended to survive termination.

F. LIMITATION AND LIABILITY

21. You agree that whilst we will take all care in providing our Services, to the extent permitted by law, we will not be liable in any way whatsoever for the information supplied as part of providing our services. You use our Services at your own risk and you are responsible for the assessment and evaluation of the information we provide.
22. To the extent permitted by law, in no circumstances are we liable to you or to any third party for any special, indirect, consequential, loss of profit, loss of revenue, loss of business, loss of data or punitive losses or damages suffered by you or any third party arising out of or in connection with this agreement, or the supply of services to you, including in contract, in tort (including negligence) or equity or in statute.
23. Neither of us is liable for any amounts or default to the extent they are directly attributable to an event beyond the party's reasonable control. This does not include a lack of financial resources (including non-payment of any kind whatsoever) or disputes and/or problems with a party's resources or industrial disputes

24. You are acquiring our services for the purposes of a business so the the Consumer Guarantees Act (1993) does not apply.
25. You indemnify us against all costs, losses and damages resulting from any claim, suit, action or proceeding (Claim) brought against us (including a Claim by third parties) to the extent that the Claim is based on, is connected to or arises out of any failure by you to comply with this Agreement or any negligent or unlawful act or omission by you or any of your employees, contractors or agents. In the event of a Claim, you will provide us with all documents and assistance reasonably required by us.

G. OUR COMPLIANCE CHECKS

27. We may be required by certain laws and regulations to check your compliance with some of your obligations in this Agreement and to monitor your use of our Services. You must promptly cooperate with us when we undertake these compliance checks and monitoring, and in our efforts to investigate and resolve complaints and requests for correction of any information you have given us. This may require you to answer questions, provide us with information or documentation or to take other reasonable steps to show your compliance or to assist our monitoring or investigations or to substantiate any information you have given us.
28. You must promptly cooperate with us in our efforts to undertake a systematic review of the effectiveness of any policies, procedures and controls we have in place to comply with our legal obligations and any you have in place to comply with your obligations under this Agreement.

H. GENERAL

29. Access to our Services is subject to your compliance with this agreement. You will ensure that you, and your employees, contractors and agents abide by the terms and conditions of this agreement.
30. All intellectual property in relation to the services or otherwise created in providing the Services to you is and remains our exclusive property, and you have no claim or rights to any part of such intellectual property. You will take whatever steps necessary to ensure that ownership rights in relation to such intellectual property remains with us.
31. We may amend this Agreement by giving you 30 days written notice. This may be in the form of a new Agreement.
32. This Agreement forms the entire agreement between us concerning the supply of our Services to you and supersedes all prior agreements.

33. You may not assign this agreement without our prior written consent, which will not be unreasonably withheld.
34. This agreement is to be governed by New Zealand laws and the parties submit to the jurisdiction of the New Zealand Courts.
35. All notices and invoices to you will be sent to your last email address or postal address, you have provided. All notices to us are to be sent by email or to the address set out below, or such other address as most recently notified by us:

Debt Blocker,

PO Box 5220,

Moray Place,

Dunedin 9058

support@debtblocker.nz