

MOTORCENTRAL CAR CHECK: TERMS & CONDITIONS

Last updated: 22 March 2017

Definitions

"Authorised Party" means a party that has been granted authorisation to access the Motor Vehicle Register under class authorisation or under section 241 of the Land Transport (Motor Vehicle Registration and Licensing) Regulations 2011.

"Confidential Information" means all data collected by and/or provided by us pursuant to the Services, together with any data related to Motorcentral, any Motorcentral system or interface and/or the provision of interfacing with any Vehicle Agent.

"Information Agent" means a third party that provides information and data, the subject of these terms and conditions, to Motorcentral Car Check.

"Registered Motor Vehicle Trader" means a current Registered Trader on the New Zealand Motor Vehicle Traders Register held by the New Zealand Ministry of Business, Innovation and Employment.

"Services", "Dealer Portal" and "website" means the "Car Check" service.

"We", "us" and "our" and "Motorcentral" means Limelight Software Limited trading as Motorcentral.

"You" and "your" means you.

Background

- A. *"Motorcentral Car Check"* is an online service where an Authorised Party can perform transactions and print documents related to motor vehicles using information and data provided by Information Agents via the Motorcentral Car Check service.
- B. By registering as a member of, or by using Motorcentral Car Check, you agree to be bound by these terms and conditions.
- C. You further acknowledge that these terms and conditions may be amended from time to time by us. Any amendments will be posted on the Motorcentral website.

1. Registration, membership & termination

- 1.1. In order to utilise the Car Check service, you must register with us and in accordance with our Terms and Conditions. You must also be over 18 years of age.
- 1.2. We reserve the right to decline to accept any person as a member and reserve the right to cancel any membership at any time for any reason whatsoever. The decision to suspend or terminate a member is our sole right and is at our sole and absolute discretion.
- 1.3. We may terminate an account on the following (but not limited to) basis:
 - a) if these terms and conditions are breached;
 - b) if you have sufficient negative feedback that we consider, at our absolute discretion, you to be an inappropriate customer;
 - c) if you fail to comply with its contractual terms and conditions with the transactional party;
 - d) if you have failed to provide accurate information when registering as a member;
 - e) by giving you 3 working days' notice for any reason whatsoever and at our sole and absolute discretion.

- 1.4. To protect your Motorcentral Account, keep your password confidential. You are responsible for the activity that happens on or through your Motorcentral Account. Try not to reuse your Motorcentral Account password on third-party applications. If you learn of any unauthorised use of your password or Motorcentral Account, you must advise us immediately.

2. Use and Restrictions of Use

- 2.1. You must not misuse our Services. For example, you must not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations.
- 2.2. Using our Services does not give you ownership of any intellectual property rights in our Services or the data and information you access.
- 2.3. You acknowledge that the Service may use, present or be based on information provided to us or obtained by us through third parties. In such cases we will not be liable for the accuracy of this data.
- 2.4. Each Authorised Party may only access information from the Motor Vehicle Register according to their authorisation.
- 2.5. You may only access personal information from Motorcentral Car Check for a specified purpose as stated in your authorisation under section 241 of the Land Transport (Motor Vehicle Registration and Licensing) Regulations 2011.
- 2.6. You can find more information about Authorised access to the Motor Vehicle Register at: [Authorised access to the Motor Vehicle Register](#) and [The Department of Internal Affairs](#).
- 2.7. Information from the Motor Vehicle Register must be kept secure and may not be shared with any other party whatsoever. Each Authorised Party must complete the training provided when activating the Services and each subsequent year.
- 2.8. Breaching your authorisation is a serious matter. It may result in your Motorcentral Car Check account being suspended or terminated indefinitely, it may also be reported to authorities or result in legal action taken against you.
- 2.9. You agree to adhere to any terms and conditions of any Information Agent. You also understand that it is your responsibility to keep up-to-date with each Information Agent's terms and conditions.

3. Data Collection and Usage

- 3.1. When you upload, submit, store, send or receive content to or through our Services, you give Motorcentral (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. You warrant that you have the necessary rights to grant us this license for any content that you submit to our Services and you indemnify against any losses, damages, liability, costs and claims (including solicitor's costs on a solicitor-client basis) arising from any violation of this clause (3).
- 3.2. Our automated systems may analyse the content. This analysis occurs as the content is sent, received, and when it is stored.
- 3.3. You may not use content from our Services unless you obtain permission us or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. You may not remove, obscure, or alter any legal notices displayed in or along with our Services.

4. Fees and Accounts

- 4.1. Our fees are as set out in Schedule 1.
- 4.2. We reserve the right to change the fees at any time by posting the new fee schedule on our website. Any changes in fees will be posted to our website and will give no less than 5 working days' notice (by posting on our website) of the change of fees.
- 4.3. All of our fees are exclusive of GST and are in New Zealand dollars and must be paid within 14 working days of date of the invoice unless otherwise arranged.
- 4.4. In the event of overdue or non-payment of an invoice you will pay any reasonable costs incurred by us (including legal costs, collection agency fees and administration costs) as a result of servicing overdue accounts.
- 4.5. We reserve the right to interrupt or delay the provision of Services to you until payment is received in full. Such interruption does not relieve you from the obligation to pay all outstanding amounts owing to us.

5. Mailing List

- 5.1. It is our policy to send out promotional material and newsletters, including material not actually directly related to this product, to our registered users and members. Further, it is our policy to immediately remove any registered user or member from any mailing list upon that members or registered users request.

6. Disclaimer

- 6.1. The information and data utilised via the Services is provided by third party Information Agents and accordingly we cannot guarantee that the information is true and correct. Any transaction conducted on this website is at your risk and you acknowledge that we take no responsibility or liability for any loss or damage that you suffer as a result of transacting on this website.
- 6.2. We will however use reasonable endeavours to ensure that the information contained on the website is correct and that a reliable online platform is maintained for the purpose of transacting between Authorised Parties and Information Agents.
- 6.3. You acknowledge that you are using the Service on an "as is where is" basis and on an "as available" basis and that we are excluded from any liability implied or otherwise.

7. Limitation of Liability

- 7.1. To the maximum extent permitted by law we will not under any circumstances be liable under the law of tort, contract or otherwise for any monetary sum, including without limitation loss of profits, for any direct, indirect or consequential loss or damage, however caused, relating to or in connection with the Software, services provided by third parties, or these terms & conditions.
- 7.2. In the event that clause 6.1 does not apply to a particular circumstance or event, our maximum total liability to you arising out of any claim or of claims during or after the term of these terms & conditions, for any cause whatsoever, will under no circumstances exceed NZ\$100.

8. Confidentiality

- 8.1. You must not, without the prior written consent of us, use or disclose any Confidential Information unless expressly permitted by us or if you are required to do so by law or any regulatory authority. In particular, you may not in any way share the Confidential Information with any person who is not a member of this service or publish the Confidential Information in any way. You are required to implement best practices when handling the Confidential Information produced by the Services including regulating access to and printing of the

Confidential Information. Any requirements in relation to best practice may be communicated to you by us and you must strictly adhere to such guidelines.

8.2. You may:

- a) use any Confidential Information for the purposes of complying with your obligations and exercising your rights under these terms and conditions; and
- b) disclose any Confidential Information to your personnel or advisers to the extent necessary for them to know the information for purposes related to these terms and conditions, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

8.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of any Confidential Information whilst it is in your possession or control.

8.4. You must return, or at our option destroy, all Confidential Information in your possession or control, on the earlier of our request or on termination of this agreement for any reason.

9. Privacy Act 2003

9.1. You acknowledge that you are aware of the principles of the Privacy Act 2003 which are as follows:

- a) An agency may only collect personal information where it is needed to perform a function or activity of the agency.
- b) The agency must collect the information directly from the person concerned. There are exceptions: for example, where the person agrees otherwise, or where the information is publicly available.
- c) The agency must take all reasonable efforts to ensure the person is aware that the information is being collected, what it will be used for, the recipients of the information, whether the supply of the information is voluntary or mandatory, the consequences of not providing the information and the person's rights of access to and correction of the information.
- d) Personal information must not be collected in an unlawful, unfair or intrusive fashion.
- e) The agency must ensure the information is protected against loss, misuse, or unauthorised disclosure.
- f) Where the information can be readily retrieved, the individual is entitled to confirmation of whether the information is held, and to have access to it. There are exceptions, for example, where disclosure would prevent detection of a criminal offence, or would involve a breach of someone else's privacy.
- g) Individuals may request correction of information held. Where this is not agreed to by the agency, the individual may request that the information is tagged with a statement that the correction was sought and was refused.
- h) The agency must not use the information without taking reasonable steps to ensure it is accurate, up-to-date, complete, relevant and not misleading.
- i) The agency must not keep the information for any longer than it is needed for the purposes for which it was collected.
- j) Information collected for one purpose must not be used for any other purpose. There are exceptions: for example, where the agency reasonably believes the individual has authorised the further use, or that the information was from a publicly available publication.
- k) The information must not be disclosed except in certain situations. These include where the disclosure is directly related to the purpose for which the information was collected, where the source of the information is a publicly available publication, and where the disclosure is authorised by the individual concerned.

9.2. An agency must not assign a unique identifier to an individual unless doing so is necessary for the agency to carry out its functions efficiently. Where doing so is necessary, agencies must

not use a unique identifier that has been assigned to that individual by another agency (the only exception is for certain taxation purposes).

10. Indemnity

- 10.1. You shall indemnify us against any and all direct, indirect and consequential damages, losses, claims, costs (including legal costs), expenses, actions, demands, liabilities or proceedings whatsoever incurred by us in respect of any claim by a third party arising from or connected to any breach or alleged breach by You of Your obligations under these terms & conditions.

11. No Resale

- 11.1. You expressly confirm and agree that you will not reproduce, copy, sell, distribute or otherwise disseminate for commercial purposes any information or material obtained from or via the Motorcentral Car Check service.

12. General Provisions

- 12.1. System: We have developed a robust system in which Registered Motor Vehicle Traders can perform transactions and print documents related to motor vehicles using information and data provided by Information Agents. We will use reasonable endeavours at all times to ensure that this service is available and that there is the least amount of down time possible for maintenance, however we do not take any responsibility for system unavailability or for any loss incurred as a result of the system unavailability.
- 12.2. Copyright: The copyright in this website, including all text, graphics, logos, icons, sound recordings and software is owned or licenced by Motorcentral. Other than for the purposes of and subject to the conditions prescribed hereunder, the New Zealand Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorised by these Terms and Conditions, you may not in any form or by any means adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website or commercialise any information, products or services obtained from any part of this website without our written permission.
- 12.3. Force Majeure: Without prejudice to the disclaimer clauses herein, we have no responsibility or liability for any lack of performance, unavailability or failure of the services or the website or any failure of Motorcentral to comply with these Terms and Conditions where the same arises from any cause reasonably beyond the control of Motorcentral.
- 12.4. Governing Law: These Terms and Conditions are governed by the laws of New Zealand and you confirm that you submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 12.5. Non-Waiver: If we do not exercise or enforce any right available to us under these Terms and Conditions, that does not constitute a waiver of those rights.
- 12.6. Each party warrants to the other that it has the right and ability to enter into this Agreement and that this Agreement will be legally binding on it.

13. Resolution of Disputes

Motorcentral is not a party to any transaction between you and the Information Agent and accordingly will not be involved with any dispute between these parties.

Schedule 1 – Motorcentral Car Check Fees

The most up-to-date version of our Fee Schedule can be found online at:
<https://portal.motorcentral.co.nz/fees>