

## Headway Systems Ltd - Access to ValBiz Central -Terms and Conditions

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**Last Updated:** 10<sup>th</sup> June 2010

ValBiz Central is a daily updated nationwide database of New Zealand Property Sales managed by Headway Systems Ltd ("Headway"). Only Registered Valuers or a Valuation Graduates who are sponsored by a Registered Valuer may access ValBiz Central.

Registered Valuer Definition. To practise as a Registered Valuer for the public, you must hold an annual practising certificate from the Valuation Registration Board. Registration requirements are outlined in the current Registration Requirements Manual which is available from Land Information New Zealand.

Valuation Graduates Definition. For these purposes a Valuation Graduate is considered to be a graduate from an approved Valuation and Property management course who is currently working for a Registered Valuer.

The following is a summary of the relevant terms and conditions applicable accessing electronic sales data using ValBiz Central from Headway.

1. The subscription price quoted is exclusive of GST (which will be added when invoiced).
2. Payment of the subscription price licenses the user(s) to access and report only the sales information available in ValBiz Central.
3. As part of our royalty based data supply agreement with our data supplier(s), Headway can be annually audited by those suppliers, with the sole objective being to ensure that Valuation Practices have notified Headway of the correct number of users accessing the property sales data. Should our suppliers determine that there are a differing number of Registered Valuers and Graduates accessing that data, compared to the number that was notified to Headway by that practice and subsequently passed onto our suppliers for the purpose of that audit, then the suppliers will charge Headway for those missing data royalties. Where a discrepancy occurs between the number of users notified to Headway and the number of users that we are instructed to pay royalty on, Headway reserves the right to recover those additional monies through charging that practice for the un-notified users for no more than the cost of one year's access to that data.
4. The supply of sales data by Headway to the user shall be subject in all respects to the scope of data provided to Headway by its suppliers (both as to fields of information and of sales themselves), and Headway shall not be liable for any deficiency in supply.
5. When a user has chosen to gain access to a restricted tranche of National Sales, (e.g. only rural sales, as opposed to Rural, residential and commercial sales) then it is accepted that all licensed users for that practice have the same restriction access. Any changes to the tranche of sale available will impact all users for that practice.
6. A Valuation Graduate within a Valuation Practice may purchase a license to access ValBiz Central however the appropriate 'Graduate declaration' section of the acceptance form must be completed and signed by a Registered Valuer. That Registered Valuer then takes responsibility for notifying Headway when that Graduate becomes registered so that they can be transferred to a full license.
7. A security restriction has been placed on the maximum number of sale records which can be extracted from Valbiz Central by a user during a calendar month. Should this limit be exceeded, the user will be notified via a ValBiz Central warning message, whereby they can contact Headway to request an extension to their maximum extractable record count if they wish. It is at Headway's discretion whether this maximum limit is extended or not.
8. The fee on a quote acceptance form covers data supply for one year only, and can be changed at Headway's discretion following that one year period. Following the first year of data supply the license may be terminated on one month's written notice whereby monies to pay will be prorated to the date of receipt of the contact cancellation letter.
9. This subscription (on account) will be due when invoiced and must be paid within 20 days of the invoice date or via a monthly payment schedule as agreed with Headway. If this account remains unpaid after the due date Headway reserves the right to refer the outstanding amount for collection in which event our debt

collection agent may charge the user a fee equal to 25% of the unpaid portion of the outstanding sum, but not less than \$50.00. Where the total debt collection agency costs, legal and other costs arising from the collection of any amount owing exceeds the debt collection fee charged, our debt collection agent is also entitled to recover such additional costs from the user. This clause is intended to be for the benefit of and enforceable by our debt collection agency under the Contracts (Privity) Act 1982.

10. Such licensing permits each user to use the data for their own lawful business or professional purposes, including data utilisation within the user's business, and database backups. The data may be used as part of the user's services **but such services must not include any of the following:**
- a. the release or making available of the data (except selectively as part of the user's services), any sale or trade in the data or any other output in any form.
  - b. use of the data to match to any public register or other data for the purpose of creating a mailing list or the use of the data with any public register or other data for the purpose of selecting or filtering a mailing list.
  - c. use of the data contrary to the requirements of the Privacy Act 1993.
  - d. the transfer of data purchased from Headway by the user to any other entity or business is absolutely prohibited.
11. The user acknowledges that the supply of Data under this agreement is a supply of services and goods for an undertaking which is a business within the meaning of Sections 2 and 43 of the Consumer Guarantees Act 1993. Accordingly the provisions of the Consumer Guarantees Act 1993 do not apply to any supply of services or goods made pursuant to this agreement.
12. Supply and use of the data under these terms does not confer any ownership or proprietary right on the user. Such rights remain with Headway or any supplier to Headway as the case may be.
13. Headway disclaims any liability for errors or omissions in the data and any consequential loss, loss of profit or opportunity, loss of data, damage to systems or any system component whether arising in or under statute, contract or tort.
14. By accepting access to ValBiz Central data from Headway, the user is deemed to have accepted these terms and conditions.
- 15. In case of non approved or questionable data usage, Headway's ruling shall be final. Headway reserves the right to deactivate access to ValBiz Central at any time.**

### **Valbiz Central Acceptance Form**

I \_\_\_\_\_ (Enter Company Name)

Accept Headway Systems Ltd Terms and Conditions for the Use of ValBiz Central

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Dated \_\_\_\_\_