

SCHEDULE

SAM Computer Systems –Motor Vehicle Register Data Retrieval Service - Terms of Use

In these terms:

PPSR means the Personal Property and Security Register

RMVT means a registered motor vehicle trader

NZTA means the New Zealand Transport Authority

By registering and using the SAM NZTA Data Retrieval Service, the Customer agrees that:

1. The Customer is responsible for payment in full of all NZTA data requests that return a result. Notwithstanding this, multiple databases operated by different Government agencies and departments are being accessed during a search. It is possible that one or more of these sources may be unavailable from time to time due to maintenance or outage. SAM and Carjam will endeavour to check for unavailability and advise this as early in the search process as possible to avoid costs if possible.
2. SAM reserves the right to vary pricing at any time with a notice period of not less than 30 days. The current and applicable pricing schedule will be clearly displayed within the software system.
3. Invoicing for the SAM NZTA Data Retrieval Service will only be available by electronic (email) means. It is a requirement of access to this service that an active and valid email address will be provided and maintained for this invoicing. Billing is automated and manual invoices will not be sent for this service.
4. Internet access from the computer where the search is being run is required to access the NZTA data.
5. SAM reserves the right to:
 - a. suspend the SAM NZTA Data Retrieval Service for late payment;
 - b. charge interest on overdue payments at a rate of 1.5% per month, calculated daily; and
 - c. recover any costs incurred in recovering debts or in exercising any other rights, including commissions and legal costs on a solicitor and client basis
6. The data and information provided via the NZTA Data Retrieval Service is collated from several disparate sources and is only valid as at the date and time of request. Its accuracy and completeness is beyond the control of SAM and its partner Carjam. No liability whatsoever attaches to SAM, and the Customer indemnifies SAM against any claim for loss or consequence deriving from the provision of the NZTA Data Retrieval Service.
7. The Customer must ensure that all NZTA data retrieval requests are conducted for legitimate purposes relating to the normal operation of its business and provision of services to its clients. In particular:
 - a. Where PPSR information is included, the Customer undertakes that this information will be accessed and used for legitimate purposes as set out in the Personal Property Securities Act 1999.
 - b. Where vehicle owner information is included, the Customer undertakes that all searches will be for a specified purpose as allowed under section 241(1) of the Land Transport Act 1998.
 - c. For access to vehicle owner information, the Customer must provide SAM with a membership number of industry body approved to provide MVR access e.g. NAITA, MTA, or direct authorisation from the NZTA, and advise SAM of any changes to membership status.

8. Where information is passed to a third party, including the Customer's own clients, it is the Customer's responsibility to ensure that all actual and implied obligations regarding data usage and privacy are passed to the third party. These include but are not limited to:
 - a. The information must be retrieved for legitimate purposes.
 - b. Where laws such as the Personal Property Securities Act 1999 apply, these must be complied with.
 - c. All uses must be specified purposes as allowed under section 241(1) of the Land Transport Act 1998.
9. The Customer is responsible for all staff accessing NZTA information to be trained and aware of the relevant requirements of the Personal Property Securities Act 1999 and the Land Transport Act 1998 including the points in (7) and (8) above.
10. Software upgrades or new versions may be provided from time to time to support this service. Provided these do not adversely affect any service SAM provide to the Customer, the Customer must install the upgrade or new version as soon as is reasonably practicable, but in no case more than 3 months from the date SAM supplies it to the Customer.
11. SAM owns all intellectual property relating to the SAM NZTA Data Retrieval Service provided in SAM Software. This includes copyright, trade marks, design rights and any intellectual property rights arising from future improvements or changes. This ownership is retained by SAM where the service or information derived from it is resold to end-consumers.
12. Support for the service is provided by the SAM helpdesk and support centre during normal business hours. Normal business hours are 7.30am to 5.30pm Monday to Friday NZST. After hours, weekend and public holiday support is available but may require additional charges.
13. Either party may terminate the SAM NZTA Data Retrieval Service with 30 days' notice.

Client..... Signed.....
 Date.....

Authorising Industry Body..... Membership No..... RMVT No

(if registered trader)

E-mail address for Monthly Summary &
 Invoices.....

Please return completed form via e-mail to samsupport@sam.co.nz