



## End User Licence Agreement – Sales Portal

Cubetec Pty Ltd (**Cubetec**) and User agree to the terms of this Agreement.

By accessing or using the Sales Portal, User agrees to this Agreement. User represents and warrants that it has the full authority to enter this Agreement and will comply with all provisions of this Agreement. User acknowledges and agrees that any benefits enjoyed by Cubetec under this Agreement will also benefit Council.

In consideration for access to the Sales Portal, the User agrees to be bound by the terms of this Agreement.

### 1 Definitions

**Agreement** means this end user licence agreement, including any amendments to this end user licence agreement from time to time.

**Consequential Loss** means any loss of actual or anticipated profit or revenue, extraordinary or unexpected financing costs, anticipated savings or business opportunity, loss or corruption of data or systems, or damage to goodwill whether arising at law as direct or indirect loss, and any indirect, consequential, special, punitive, exemplary or incidental loss or damages, whether foreseeable or not and whether the party was advised of the possibility of such damages.

**Council** means a local authority, council organisation or council-controlled organisation within the meaning of the Local Government Act 2002 and which is registered with Cubetec to receive conveyancing information through the Sales Portal. Registered Councils are available at <https://salesportal.cubetec.com/Help>

**Data** means information required for the purposes of conveyancing (as defined in the Lawyers and Conveyancers Act 2006), contact information or transaction details which are viewed, edited or uploaded into the Sales Portal.

**Effective Date** means the date upon which the User gives the User's express consent to this Agreement.

**Loss** means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgments or orders however caused or arising as a result of or connected to this Agreement.

**Personal Information** means information about an identifiable individual, with each term used in this definition that is defined in the Privacy Act taking that defined meaning.

**Privacy Act** means the New Zealand Privacy Act 1993.

**Sales Portal** means the platform provided to allow Users to provide Data.

**User** means the person registering to use the Sales Portal for the purpose of delivering information to Council.

### 2 Term

This Agreement commences on the Effective Date and continues indefinitely.

### 3 Access

3.1 Cubetec at its sole discretion hereby grants to the User a limited licence to access the Sales Portal in accordance with the terms and conditions of this Agreement to view, edit and upload Data in the Sales Portal.

3.2 The User acknowledges and agrees that the Data will be provided to Council for the purpose of informing Council of transactions involving the conveyance of land and that Cubetec is not responsible for any use or disclosure of Data by Council.

3.3 Council may amend Data in the Sales Portal and Cubetec has no responsibility for any amendments made by Council.

### 4 Termination

4.1 Cubetec reserves the right to make changes or updates to the Sales Portal and to discontinue hosting and access to the Sales Portal altogether.

4.2 Cubetec may at its sole discretion terminate access of a User:

- (a) for any breach of this Agreement; or
- (b) in the event that Cubetec is of the opinion that the User is no longer a person authorised to provide Data.

### 5 User Warranties

5.1 The User warrants that in using the Sales Portal it will:

- (c) not alter, edit or adapt the Sales Portal other than in accordance with this Agreement;
  - (d) not decompile, reverse engineer, or attempt to decompile or reverse engineer the Sales Portal;
  - (e) only use the Sales Portal under proper instruction or authority of its client for the purpose of notifying other User or Council of conveyancing transactions and otherwise for proper purposes;
  - (f) be liable for its use of the Sales Portal and will not provide its access or login details to any other person;
  - (g) not introduce any viruses, worms, Trojan horses, ransomware, spyware, adware, scareware, and other malicious programs into the Sales Portal; and
  - (h) only use or disclose, Personal Information, Data and any other information in the Sales Portal in accordance with the Privacy Act.
- 5.2 The User warrants that it has the authority and consent of its client to access and upload Data into the Sales Portal and that all information submitted is accurate and complete.
- 5.3 The User is responsible for ensuring the security of the Sales Portal and will be responsible (including liability for any Loss) for any unauthorised access or misuse of the Sales Portal.
- 6 Cubetec warranties**
- 6.1 Cubetec warrants that the Sales Portal will incorporate security features reflecting the requirements of good industry practice.
- 6.2 Cubetec warrants that it will not alter any Data provided by User without User's express written authority.
- 6.3 Cubetec will comply with the Unsolicited Electronic Messages Act 2007. User may receive communications from Cubetec advising of transactions which may be relevant to the User or the User's organisation and communications relating to the general management and use of the Sales Portal.
- 6.4 Any confidential or personal information will be handled in accordance with the Cubetec Privacy Policy located at <http://www.cubetec.com/privacy-policy/> and the Privacy Act.
- 7 Limitation of Liability**
- 7.1 Cubetec does not warrant the accuracy, adequacy, completeness or currency of the information available from the Sales Portal.
- 7.2 Cubetec does not warrant the availability of the Sales Portal nor the suitability for the User's intended use.
- 7.3 To the fullest extent permitted by law:
- (a) Cubetec disclaims all representations or warranties of any kind, express or implied, regarding the content of the Sales Portal; and
  - (b) Cubetec is not liable to the User, Council or any third party for any Loss arising directly or indirectly in connection with this Agreement, the Sales Portal or its use. Neither party will be liable to the other party for any Consequential Loss in connection with this Agreement. Nothing in this Agreement excludes any liability which cannot be limited or excluded under any applicable law.
- 8 Indemnity**
- The User agrees to fully indemnify Cubetec, its related companies, employees, directors and officers against all liability, damages, costs and losses incurred by Cubetec or Council arising out of or in connection with this Agreement or access to the Sales Portal or use of any information provided to the Sales Portal by the User or any other person accessing the Sales Portal through the User's licence.
- 9 Storage of Data**
- The User acknowledges and agrees that the Sales Portal is a cloud-based platform, hosting of which is outside New Zealand.
- 10 Applicable Law**
- This Agreement shall be governed by the laws of New Zealand.