

ENERGY USER REGISTRY ACCESS TERMS

1. APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the NZECS Registry. By accessing and using the NZECS Registry:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the NZECS Registry, and you must immediately stop doing so.

2. CHANGES

- 2.1 We may change these Terms at any time by updating them on the NZECS Registry website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the NZECS Registry, you agree to be bound by the changed Terms.
- 2.2 These Terms were last updated on September 08, 2022.

3. DEFINITIONS

In these Terms:

Energy User Agreement means any agreement between you and us in writing under which we supply NZ-ECs for issuance, trade and/or redemption services to you,

including and similar words do not imply any limit,

Intellectual Property Rights includes copyright and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property,

NZ-EC means a New Zealand Energy Certificate,

NZECS Registry means the electronic registry with internet access used by us to provide access to the registration, trade, and redemption of New Zealand Energy Certificate, including its

associated website and documentation accessible through that registry or its associated website,

personal information means information about an identifiable, living person,

Terms means these terms and conditions titled *NZECS Registry Access Terms*,

Underlying System means any network, system, software, data or material that underlies or is connected to the NZECS Registry,

User ID means a unique name and/or password allocated to you to allow you to access the NZECS Registry,

We, us or our means New Zealand Body for Certificate Issuance Limited,

You means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

4. YOUR OBLIGATIONS

- 4.1 You must provide true, current and complete information when setting up an account to access the NZECS Registry and must promptly update that information as required so that the information remains true, current and complete.
- 4.2 You must keep your User ID secure and:
- a not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
 - b immediately notify us if you become aware of any unauthorised use or disclosure of your User ID, by sending an email to contact@nzecs.co.nz.
- 4.3 You must:
- a use the NZECS Registry in accordance with these Terms solely for:
 - i your own internal business purposes; and
 - ii lawful purposes; and
 - b not make the NZECS Registry available to any third party other than your employees.
- 4.4 When accessing the NZECS Registry, you and your employees must:
- a not impersonate another person or misrepresent authorisation to act on behalf of others;
 - b correctly identify the sender of all electronic transmissions;

- c not attempt to undermine the security or integrity of the NZECS Registry or the Underlying Systems;
 - d not use, or misuse, the NZECS Registry in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the NZECS Registry, including not using or introducing anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the NZECS Registry or any Underlying System;
 - e not attempt to view, access or copy any material or data other than that to which you are authorised to access; and
 - f not use the NZECS Registry in a manner that breaches any third party right (including Intellectual Property Rights and privacy rights) or is objectionable, incorrect or misleading.
- 4.5 A breach of these Terms by your employees is deemed to be a breach of these Terms by you.

5. INTELLECTUAL PROPERTY

- 5.1 Title to, and all Intellectual Property Rights in, the NZECS Registry (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*) and all Underlying Systems is and remains our property (or the property of our licensors). You must not dispute that ownership.
- 5.2 If you provide us with ideas, comments or suggestions relating to the NZECS Registry or Underlying Systems (together *feedback*):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and
 - b we may use or disclose the feedback for any purpose.

6. DISCLAIMERS

- 6.1 To the extent permitted by law, and except as otherwise set out in an Energy User Agreement, we have no liability or responsibility to you or any other person for any claim, damage, loss, liability or cost in connection with:
- a the NZECS Registry being unavailable (in whole or in part) or performing slowly;
 - b any error in, or omission from, any information made available through the NZECS Registry;
 - c any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the NZECS Registry. To avoid

doubt, you are responsible for ensuring the process by which you access and use the NZECS Registry protects you from this; and

- d any site linked from the NZECS Registry. Any link on the NZECS Registry to other sites does not imply any endorsement, approval, or recommendation of, or responsibility for, those sites or their contents, operations, products, or operators.

6.2 You agree and represent that you are accessing and using the NZECS Registry, and entering these Terms, for the purpose of trade. The parties agree that:

- a to the maximum extent permissible by law, the New Zealand Consumer Guarantees Act 1993 does not apply to the NZECS Registry or these Terms; and
- b it is fair and reasonable that the parties are bound by this clause 6.2.

7. LIABILITY

7.1 To the maximum extent permitted by law and except as otherwise set out in an Energy User Agreement:

- a you access and use the NZECS Registry at your own risk;
- b we are not liable or responsible to you or any other person for any claim, damage, loss, liability or cost under or in connection with these Terms, the NZECS Registry, or your access and use of (or inability to access or use) the NZECS Registry. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise; and
- c to the extent clauses 7.1a and 7.1b do not apply to limit our liability, our total liability to you under or in connection with these Terms, or in connection with the NZECS Registry, or your access and use of (or inability to access or use) the NZECS Registry, must not exceed \$100 NZD.

7.2 To the maximum extent permitted by law and except as otherwise set out in an Energy User Agreement, your maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not in any Year exceed \$100,000 NZD.

7.3 Neither party is liable to the other under or in connection with these Terms for any:

- a loss of profit, revenue, savings, business, data and/or goodwill; or
- b consequential, indirect, incidental or special damage or loss of any kind.

7.4 Clauses 7.1 – 7.3 do not apply to limit:

- a either party's liability under or in connection with these Terms for fraud or wilful misconduct; or
- b your liability for breach of clause 4.4f or 5.

8. PRIVACY POLICY

When you provide personal information to us, we will comply with the New Zealand Privacy Act 2020 and our privacy policy.

9. SUSPENSION AND TERMINATION

- 9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the NZECS Registry (or any part of it).
- 9.2 On suspension or termination, you must immediately cease using the NZECS Registry and must not attempt to gain further access.

10. GENERAL

- 10.1 If we need to contact you, we may do so by email or by posting a notice on the NZECS Registry. You agree that this satisfies all legal requirements in relation to written communications.
- 10.2 These Terms, and any dispute relating to these Terms or the NZECS Registry, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the NZECS Registry.
- 10.3 For us to waive a right under these Terms, the waiver must be in writing.
- 10.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 5, 6, 7, 10.1, continue in force.
- 10.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 10.6 These Terms set out everything agreed by the parties relating to your use of the NZECS Registry and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the NZECS Registry that is not expressly set out in the Terms, and no

such representation, warranty or agreement has any effect from the date you agreed to these Terms.