

# Consumer Risk Services - New Zealand

V1.2 effective from 24 March 2026



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## Part 1– Consumer Risk Services general terms

Part 1 applies to all Consumer Risk Services in New Zealand

### 1 What is this document?

#### 1.1 It applies to Consumer Risk Services in New Zealand

This Product Schedule only applies to Consumer Risk Services in New Zealand. All references to Services in this Product Schedule refer to Consumer Risk Services.

#### 1.2 Definitions

Capitalised terms used in this Product Schedule have the meaning given to them in the Work Order, or the:

- Experian Dictionary**, accessible at [www.experian.com.au/terms](http://www.experian.com.au/terms).
- Credit Reporting Privacy Code 2020 (NZ) (Privacy Code)** for the terms: Credit Default, Credit Information, Credit Provider, Credit Reporter and Credit Reporting Purpose; and
- Principles of Reciprocity for Comprehensive Credit Reporting (Principles of Reciprocity)** for the terms: Comprehensive Information, Negative Information.

### 2 How do we provide the Services?

#### 2.1 We operate under applicable Laws and industry rules

Our ability to provide the Services is subject to Law (including Privacy Laws) and, where applicable, the Principles of Reciprocity.

#### 2.2 We use our Consumer Bureau

We use our Related Body Corporate, Experian Data Registries (NZ) Limited (Company No. 361901), a Credit Reporter (our **Consumer Bureau**) to provide some of the Services to you. If you reference us as a Credit Reporter (e.g. in your privacy policy or otherwise), those references should refer to our Consumer Bureau.

#### 2.3 We rely on Third Parties

When providing our Services, we rely on information provided to us by Third Parties (e.g. third party credit providers). We and our Related Bodies Corporate may record and disclose your use of the Services to Third Parties.

### 3 What are your obligations?

#### 3.1 Privacy Code requirements

- This clause applies if you provide us, or we provide you, with Credit Information as part of the Services.

- b. You may only use the Services if you are a Credit Provider or are otherwise allowed under the Privacy Code.
- c. You confirm that you have read, understood and agree to comply with the provisions for Subscriber Agreements set out in Schedule 3 of the Privacy Code, accessible at [www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/](http://www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/) (**Subscriber Agreement**), as updated from time to time.
- d. The Subscriber Agreement sets out important obligations relating to Credit Information that you provide to us or receive from us, including:

<b>Collection</b>	you must inform people of the reason which you are collecting, using and disclosing their information.
<b>Accuracy</b>	including your obligation to update credit account information if certain events occur, such as a credit default, and specific obligations relating to the collection of drivers licence numbers.
<b>Access</b>	you must nominate the relevant purpose each time you request Credit Information from us.
<b>Assistance</b>	you must assist us with investigating complaints and correction requests.
<b>Safeguards</b>	you must take specific measures to safeguard Credit Information.
<b>Reviews</b>	you must co-operate with our systematic reviews.
<b>Other</b>	other obligations around pre-screening for direct marketing, quotation enquiries for risk-based pricing, and tracing to facilitate the return of money owed to individuals.

- e. You must ensure that any Credit Information provided to us complies with the requirements of the Subscriber Agreement and can be lawfully listed with a Credit Reporter.
- f. Before providing us with Credit Information about a person, you must inform the person that their information is being disclosed to us for Credit Reporting Purposes and provide details about how the person may access and/or correct information held by us to meet the disclosure requirements under the Privacy Code.
- g. You must use any Credit Information we provide you only for an applicable purpose as set out in rule 11(2) (Limits on disclosure of Credit Information) of the Privacy Code.
- h. If you provide us with any Credit Default information, before providing that information to us, you must:
  - i. have notified the relevant person of the overdue payment and requested they pay it; and
  - ii. have taken other steps to recover the amount of the overdue payment from the person.

### 3.2 Compliance with Privacy Laws

Before providing information about a person to us, or receiving it from us, you must:

- a. obtain all necessary consents and issue all notices and disclosures required by Privacy Laws – this includes informing the person that you will share their information with us, the reason for sharing, our contact details and their rights to access and correct information that we hold;
- b. verify the person's identity as required by applicable Laws.

You must keep records of these steps and share them with us on request.

### 3.3 Accuracy of information

When you give us information, you must take reasonable steps to make sure it's accurate, up to date, complete, relevant and not misleading. If you become aware that any information doesn't meet these standards, you must take steps to correct it.

### 3.4 Using the Services

You must:

- a. only use the Services for the Authorised Use and in line with their intended purpose and applicable Laws;
- b. implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity to access the Services;
- c. use the Services on up to date and secured hardware, networks, systems and software;
- d. comply with all technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- e. keep all Credentials secure and confidential. If there is any unauthorised use of Credentials, you must promptly notify us, change the affected Credentials (if you can), and follow our reasonable instructions;
- f. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processes, or harmful code;
- g. ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- h. restrict access to the Services to you, your Authorised Users only; and

- i. if you use any third-party systems, platforms or service providers in connection with your use of the Services, ensure that those third-party service providers comply with the obligations under this clause 3.4.

Unless required by Law, you must not voluntarily produce any Experian Data in legal proceedings or identify us, our Related Bodies Corporate, the Services, or our Confidential Information as a source of reference.

### 3.5 Use of AI Technology

- a. You must not use (or allow any third party to use) Experian Data to develop, improve, train, validate or benchmark any artificial intelligence, machine learning or similar technologies, systems or agents (**AI Technologies**). Any technology, information, data or materials created using Experian Data in a way that does not comply with this clause are owned by us, treated as our Confidential Information, and you assign all IP Rights in them to us.
- b. For clarity, you may use Experian Data in AI Technologies solely to produce individual results within the Authorised Use, provided that no Experian Data (including any subset or derived data) is retained by any third party (including AI Technology providers).

### 3.6 You are responsible for Authorised Users

- a. If Authorised Users access the Services, you:
  - i. must maintain a list of Authorised Users and share it with us on request;
  - ii. must ensure that your Authorised Users comply with the Agreement and our reasonable directions to use the Services;
  - iii. are responsible for your Authorised Users' use of the Services; and
  - iv. acknowledge that we may disable Authorised Users that are deemed inactive or we reasonably suspect have breached the Agreement.
- b. If an Authorised User no longer needs access to the Services, you must remove their access. Anyone with access will be considered authorised by you.
- c. We may monitor your Authorised Users use of the Service to ensure your compliance with the Agreement, our security standards and to prevent fraud and unauthorised use. You are responsible for obtaining any necessary consents from your Personnel and Authorised Users in relation to this clause.

### 3.7 You are responsible for how you use the Services

You are solely responsible for any decisions made (or not made) by you or your Authorised Users in relation to the use of the Services.

## 4 How do we manage intellectual property?

### 4.1 Ownership and licensing of Existing IP

You and we each own and continue to own all of our respective Existing IP. If any of your Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Existing IP to the extent required to deliver the Experian Services or comply with Law as a Credit Reporter.

### 4.2 We and our licensors keep our IP in the Services

We (or our licensors) own all right, title, and interest, including IP Rights, in the Services at all times. We don't, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.

### 4.3 IP created during Service provision

All right, title and interest, including IP Rights, in any Enhancements or Joint IP vests in us on creation. If you acquire any IP Rights in any of our Services, Enhancements, or Joint IP, you:

- a. assign those IP Rights to us (or our licensor) with effect from acquisition; and
- b. agree to do all things reasonably required by us to give effect to such assignment.

## Part 2 – Service-specific terms

Each set of service specific terms applies only to the Service of the same name (or as otherwise set out below)

### 5 Consumer Bureau service terms

#### 5.1 Your obligations in relation to the principles of reciprocity

- a. The Services are based on principles of reciprocity as set out Principles of Reciprocity. You must observe and comply with the Principles of Reciprocity.
- b. The level of information we provide to you will be the same as the level you provide to us, being either negative or comprehensive. To receive comprehensive information, you must provide us with comprehensive information in respect of all your customers.

#### 5.2 Overdue fines information

Before using the Service to request any information from the Ministry of Justice about overdue fines owing by a person, you must have obtained the person's prior written consent to request that information. You must keep records of these contents and share them with us on request.

### 6 Quotation seeker service terms

#### 6.1 When this section applies

Quotation seeker means that you are accessing our Consumer Bureau for the purpose of offering risk based pricing for a credit product. This involves:

- a. offering a person the option to obtain a quotation for the cost of credit; and
- b. if they select this option, using their Credit Information to price a credit product.

#### 6.2 Consumer Bureau service terms also apply

Section 5 of this Product Schedule (Consumer Bureau service terms) also apply to quotation seeker services.

#### 6.3 Your obligations

You must:

- a. have appropriate authorisation from the person to access our Consumer Bureau for the purpose outlined in clause 6.1 above; and
- b. ensure that you nominate 'quotation for the cost of credit' as the reason for the credit enquiry.

### 7 Comprehensive Reporting Portal (CR Portal) service terms

#### 7.1 Service access

We'll provide you access credentials to login, manage and configure the data that you submit to Credit Reporters using this Service.

#### 7.2 Authorised Contact

You must provide us contact details of person we can work with for the Service (**Authorised Contact**). They will need to understand your requirements and be able to help us deliver the Service to you. If your Authorised Contact changes, you must let us know as soon as you can.

#### 7.3 You must provide Comprehensive Information

You must provide us Comprehensive Information on all portfolios by uploading this information into the CR Portal. The information must align with our formatting requirements, which may change from time to time.

We'll upload the information that you provide to us to our Consumer Bureau and any other Credit Reporting Bodies (as instructed by you) within 10 Business Days of your upload to the CR Portal.

### 8 Corrections Exchange (CorrEx) service terms

#### 8.1 Authorised Use

The Authorised Use of this Service is for you to manage requests for correction of Credit Information.

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## 8.2 Your compliance obligations

If you submit a correction request via Corrections Exchange, you'll manage the request through to closure in line with Privacy Laws.

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## 9 Collector 360 service terms

### 9.1 Authorised Use

The Authorised Use of this Service is to review and update contact details of people that you have a business relationship with and/or for debt collection purposes. You must not use the Service (or let anyone else use it) to look up someone's name or address based on their phone number (also known as a reverse search).

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## 10 Public Record Report service terms

### 10.1 Information we provide

The Public Record Report only includes publicly available information. It doesn't include any consumer credit reporting information.