ENTER DATE 2021

Name of Compliance Officer: PLEASE FILL OUT

Title: Compliance Officer

Reporting Entity: PLEASE ENTER LEGAL NAME OF COMPANY

Address: PLEASE FILL OUT

**Hosted Subscription Agreement for the use of RealMe on the AMLHUB**

Between: PLEASE ENTER REPORTING ENTITY NAME (**The Hosted Client**)

And: AMLHUB Limited (**The Host**)

Whereby

The AMLHUB is acting as a host to provide the Hosted Client the ability to verify the identity of individuals where said individuals are RealMe verified.

The Host and the Hosted Client will agree a fee for each use of the identity service. These fees will be invoiced monthly in accordance with invoicing for other electronic verification products according to the AMLHUB Terms and Conditions:

<https://amlsolutions.co.nz/wp-content/uploads/2019/02/AMLHub-terms-of-use.pdf>

Whereby

The Host will provide access to the RealMe service on a best endeavours basis but is not warranting the RealMe service in any capacity in accordance with the AMLHUB standard terms and conditions.

Whereby

In signing this Subscription Agreement both the Host and Hosted Client agree to the following Compulsory Terms and Conditions as required by the Department of Internal Affairs (DIA):

Whereby

The Hosted Client can terminate the RealMe Services by email to [support@amlhub.co.nz](mailto:support@amlhub.co.nz) and the Host shall remove access to the service within 5 working days and the Host will notify the DIA accordingly.

The Hosted Client will:

1. Advise the Host promptly of any Hosted Service anomalies, suspicious or unusual usage, or complaints relating to Hosted Services and provide reasonable assistance to DIA or the Host in the investigation of such anomalies, usage or complaints.
2. Identify and immediately notify the Host of any security threats if you become aware or suspect any unauthorised access or other incident has occurred or may occur that threatens or may threaten the security or integrity of the RealMe Services, RealMe data and/or the RealMe systemin whole or in part.
3. Co-operate with the Host, DIA and their personnel in connection with their operation and safeguarding of the Hosted Service and the RealMe Services.
4. Comply with any standards or specifications issued by DIA, and any reporting obligations required by the DIA from time to time in accordance with the Electronic Identity Verification Act 2012 (EIV Act 2012).
5. Ensure that any of your website terms and conditions, or other documentation (where applicable) explain the inter-relationship of the Hosted Services and the Hosted Client’s systems (including the relationship with the Host) in terms agreed with DIA.
6. Comply with all applicable laws including, without limitation, the EIV Act 2012 and the Privacy Act 2020.
7. Provide appropriate assistance, where reasonably requested by the DIA, in carrying out any audit of the Host’s or Hosted Client’s use of the Hosted Service or related systems or suppliers related to RealMe services.
8. Notify the Host if the Hosted Client is no longer eligible or otherwise ceases to be a “participating agency” as defined in the EIV Act 2012.
9. Ensure that the security and privacy of Service Users are protected to the greatest extent practicable.
10. Notify Service Users of the requirements and process published by DIA and the Host for Service Users to obtain a RealMe Login and verify their RealMe Account, these include;
11. the requirement that Service Users agree to the RealMe Terms of Use, these are available at <http://www.realme.govt.nz/terms-use/> and may be updated from time to time; and
12. where Service Users want to use Address Verified Services (AVS), agree to the AVS end user terms applicable at that time (as at the date of this Agreement, these end user terms are available at <https://www.realme.govt.nz/terms-use/address-verification-service-terms-use/>)
13. Not under any circumstances aggregate or attempt to aggregate:
14. Core identity information (or any information derived from, or based on, that information); and/or
15. Federated identity tags;

Which it received from RealMe Services.

1. Warrant that;
2. All personal information obtained by the Hosted Client through the Hosted Services will be help and used only in accordance with the Privacy Act 2020 and the EIV Act;
3. It will not use any DIA Intellectual Property being:

i. any software, computer system, software development tool, specifications, reports, documentation, methodologies, technologies, algorithms, and related materials;

ii. any invention, trade secret, know-how, process, methodology or tools in connection with RealMe Services, Hosted Service and all modifications or developments to any of them; and

iii. any other copyright, trademark, trade name, design, patent, semi-conductor or circuit layout rights, trade or other proprietary rights or rights of registration and any other rights in Intellectual Property which are recognised or protected under law.

For any purpose other than to receive the Hosted Services.

The Host will:

1. Suspend the Hosted Services if requested by DIA in writing if the Hosted Client’s connection(s) to the RealMe Services and/or Hosted Service have a material adverse effect on those connections or if the Hosted Client breaches Clause 11 above.
2. Subject to the Host’s and the Hosted Client's termination rights undertake a Reintegration on behalf of the Hosted Client following an upgrade of the RealMe System at the Host’s cost.
3. The Host will not grant the Hosted Client a sub-licence to use RealMe Intellectual Property.

Signed for and on behalf of

AMLHUB Limited

By

Name: Signature:

Title: Date:

(THE HOST)

PLEASE ENTER REPORTING ENTITY NAME

By

Name: Signature:

Title: Date:

(THE HOSTED CLIENT)