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**)

## Definitions

In these Compulsory Terms, unless the context otherwise requires:

**DIA** means the Department of Internal Affairs.

**EIV Act** means the Electronic Identity Verification Act 2012 and applicable regulations.

**Host** means AMLHUB Limited.

**Hosted Client** means an organisation or person that uses the Hosted Service through a Hosted Subscription Agreement.

**Hosted Service** means the provision of a mechanism by the Host to the Hosted Client by which Hosted Clients can connect with the RealMe System to enable the Hosted Clients to utilise the RealMe Services.

**Hosted Subscription Agreement** means the agreement to which these terms apply.

**Identity Attribute** means one or more of the following attributes: name, date of birth, place of birth and gender, and any other attributes as determined from time to time by DIA.

**RealMe Data** means personal and other information relating to Service Users, used or obtained in the provision or consumption of the RealMe Services.

**RealMe Intellectual Property** means all intellectual property that is proprietary to DIA or that is licensed to DIA by a third party, together with all modifications, adaptations or developments to or based on it (whether made by DIA or not) in connection with the RealMe Services, which shall include without limitation the RealMe System, RealMe Data and all RealMe related documentation, configuration files, and materials.

**RealMe Services** means the services the Hosted Client receives in relation to RealMe provided by DIA through the Host from time to time.

**RealMe System** means the system(s) used to provide the RealMe Services, as applicable, whether owned and/or operated by DIA or otherwise.

**Service Users** means individual users who use any of a Hosted Client’s applications that are integrated with RealMe Services.

**Supplementary Attribute** means any personal attribute (including information relating to that attribute) other than an Identity Attribute able to be provided by a Supplementary Attribute Provider and identified in the Service Schedule.

**Supplementary Attribute Provider** means, in relation to any Supplementary Attribute, the party that holds and makes available the applicable Supplementary Attribute information through the RealMe System.

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 notify security threats consistent with the obligations in Appendix 1: Data, to this agreement as they relate to the Hosted Client’s use of the Hosted Service or the RealMe Services.
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 referred to in the Compulsory Terms for any purpose other than to receive the Hosted Service and the RealMe Services.

The Host will:

### Suspend the Hosted Service if requested by DIA in writing if the Hosted Client’s connection(s) to the RealMe Services and/or the Hosted Service have a material adverse effect on those connections or if the Hosted Client breaches clause 11 of these Compulsory Terms.

### Subject to the termination rights described at clause 9.2(c) of this Agreement, undertake a Reintegration on behalf of the Hosted Client following an upgrade of the RealMe System, in accordance with clause 5 (RealMe System Upgrades) of this Agreement, provided that the Reintegration will be at the Host Client’s costs.

### If the Host grants the Hosted Client a sub-licence to use the RealMe Intellectual Property, it must grant that licence on terms consistent with clauses 16 to 18 below.

### All RealMe Intellectual Property is and will remain the property of DIA or their licensors and, except as provided in this clause 16 and clause 17, the Hosted Client will obtain no rights or interests in the RealMe Intellectual Property or any component of it.

### Subject to clause 18 below, the Host may only grant to the Hosted Client a royalty-free, worldwide, non-exclusive licence for the term of the Hosted Subscription Agreement to enable the Hosted Client to access, possess, store, and use the RealMe Intellectual Property, which is required for it to use the RealMe Services.

### The Hosted Client acknowledges that DIA is the owner of the RealMe Brand. When dealing with the RealMe Brand, the Hosted Client must protect the RealMe Brand by:

### inserting the symbol ® whenever it uses the phrase RealMe in any written communication, including without limitation printed collateral and website copy;

### only using RealMe logos supplied and approved by DIA and ensuring that these logos always contain the symbol ®;

### using reasonable endeavours to avoid the use of RealMe as a noun or verb;

### inserting the following disclaimer in any written communication that uses the RealMe Brand “RealMe® is a registered trademark of the New Zealand Government”; and

### Complying with any reasonable policy notified to the Hosted Client from time to time regarding the use of the RealMe brand.

Signed for and on behalf of

AMLHUB Limited

By

Name: *Richard Manthel* Signature:

Title: *Director* Date:

(THE HOST)

PLEASE ENTER REPORTING ENTITY NAME

By

Name: Signature:

Title: Date:

(THE HOSTED CLIENT)

Appendix 1: DATA

## REALME DATA

The Hosted Client will ensure that all RealMe Data (and any backup archives of RealMe Data) in its possession or control from time to time is kept secure and managed and protected and only disclosed or otherwise dealt with in accordance with the Privacy Act 2020, the EIV Act and the terms of the Hosted Subscription Agreement. Without limiting the foregoing, the Hosted Client shall not transfer, distribute or on-sell (in any form) RealMe Data or any extract, subset, analysis, summary, table or other collation or modified version outside the control of the Hosted Client or to build any derivative or competing products for purposes not contemplated by this Agreement.

## DISCLOSURE TO AUTHORITIES

## The Hosted Client shall provide prior written notice to DIA where any RealMe Data is required to be disclosed to any relevant government agency or regulatory body in any jurisdiction (including in accordance with the provisions of the Uniting and Strengthening America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act 2001 and the Foreign Intelligence Surveillance Act 1978) but only to the extent providing prior notice is permitted under the law of that jurisdiction. The Hosted Client acknowledges and agrees that, to the extent any such notice relates to RealMe Data derived from a Supplementary Attribute Provider, DIA may forward that notice to that applicable Supplementary Attribute Provider.

## SECURITY BREACH

* + 1. Notwithstanding the Hosted Client’s other obligations regarding security and privacy set out in the Hosted Subscription Agreement, if the Hosted Client becomes aware or suspects that 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 System in whole or in part it will:
       - 1. immediately notify DIA;
         2. take such steps as are available to it to identify those unauthorised persons, to recover the RealMe Data from those persons and to comply with DIA’s reasonable directions.
    2. Where such actual, attempted or potential access or such use or attempted use (as described in clause 3(a) above) was caused by the Hosted Client or third party within its reasonable control the Hosted Client will, after consultation with DIA, make such changes to its operations (at its own cost) that are reasonably necessary to prevent, as far as is practicable, the occurrence of the same or similar breaches of security in the future. Provided always that, in the event of an actual or potential serious threat to or breach of the security of the RealMe System or RealMe Data, DIA may take such action as they deem necessary.

Without limitation to the breadth of this clause, the Hosted Client acknowledges the importance to DIA, the Host and any Supplementary Attribute Provider of safeguarding individuals’ personal information and enabling DIA and the Host to comply with the Privacy Act 2020, the Privacy Breach Guidelines and the EIV Act.