

TINZ PRIVACY POLICY

TINZ recognises the importance of protecting personal information about individuals. This Privacy Policy explains how TINZ collects, uses and discloses personal information about you and your tenants that you provide to TINZ or authorise TINZ to collect.

1. Introduction

- 1.1 This Privacy Policy applies to the collection, use and disclosure of personal information that you provide to TINZ or authorise TINZ to collect (**Personal Information**). By accessing the Website you agree to be bound by this Privacy Policy.
- 1.2 Capitalised terms used in this Privacy Policy have the meaning given to them in clause 9.

2. Changing this Privacy Policy

- 2.1 This Privacy Policy may be amended from time to time, by publishing an updated Privacy Policy on our Website. However, we will not amend your rights to elect to stop receiving direct marketing, if you choose to do so. Any subsequent access to or use by you of the Website will constitute an acceptance of the amended Privacy Policy. You should check from time to time to see if any part of this Privacy Policy has been updated.
- 2.2 This Privacy Policy does not limit our rights and obligations under the information privacy principles set out in the Privacy Act 1993.

3. Personal information we collect

- 3.1 We may collect personal information from or about you or your representatives, where the information is reasonably necessary for our business purposes, including to provide services to you. We collect information from you directly, as well as from other individuals or companies if you have authorised us to do so or if we are permitted to under the Privacy Act 1993.
- 3.2 From time to time we may collect, use, store and disclose non-identifiable information relating to your use of the Website. For example, we may record information such as the areas of our website that you visit along with the time, date and URL of the pages you access, your IP address and/or the previous website that you visited before linking to the Website.
- 3.3 If you are a Landlord that is a TINZ Subscriber we may collect information about your Prospective Tenants and prospective guarantors of a tenancy if you have obtained their authorisation for us to do so – further information is set out in your TINZ Subscriber Agreement.
- 3.4 If you provide, or authorise us to collect, Personal Information about a third party you hereby confirm that you have the authority of that third party to provide their information to us and/or authorise the collection of information about them in accordance with the terms of this Privacy Policy. You must inform them about their rights to access and request correction of their Personal Information set out below.
- 3.5 The personal information that we collect is necessary to enable us to provide our services to you. If you do not provide all of the personal information we request (or authorise us to collect that information), you may not be able to use our services.

4. Purpose of collection of Personal Information

We collect Personal Information for the primary purpose of being able to operate our business, including to provide services to you. In addition we collect Personal Information so that we can carry out the following actions (each a **Purpose**):

- to assess, process and manage your application to use our Services;

- to provide you with products and services that you have requested;
- to manage our relationship with you;
- for identity verification purposes, including utilising identity verification service providers such as Green ID and providing identity verification information to D&B to confirm your identity and current contact details;
- to undertake research, analytics and/or benchmarking;
- to contact you if we need to advise you of something;
- for audit and compliance purposes and to comply with our legal and regulatory obligations;
- to send you details about products and services and special offers that might interest you, from us and from third parties (including credit providers), including by electronic means – please contact us if you do not wish to receive marketing communications; and
- for any other purpose set out in section 5 below or that you have consented to (including in your TINZ Subscriber Agreement) or which is permitted under the Privacy Act 1993.

We may also use, store and disclose information that we collect in connection with TINZ Services, in a fully anonymised form, for research and analytical purposes.

5. Disclosure of Personal Information

You authorise us to disclose Personal Information to:

- TINZ Group Companies** – for the purpose of TINZ’s Group Companies providing their services – this may include the disclosure of Personal Information to TINZ’s Group Companies’ customers for marketing purposes, in accordance with applicable laws. TINZ’s Group Companies and its customers may send you information about products and services and special offers that may be of interest to you, including by electronic means; and
- Other** – our employees, contractors or service providers, to the extent reasonably necessary to fulfil our obligations to you; anyone considering acquiring an interest in our business or assets; other individuals or companies authorised by you; and for any other purpose permitted by law.

These entities may be located in New Zealand or overseas.

6. Use of Cookies

We may use technology known as a “cookie” to collect statistical information about you when using internet browsing, mobile or tablet applications. Cookies are small pieces of information captured when your device is used to access online content. They can record information about your visit to the Website, allowing it to remember you the next time you visit and provide a more meaningful experience.

You can switch off cookies by adjusting the settings on your web browser. If you disable the use of cookies on your web browser or remove or reject specific cookies from our Website then you may not be able to gain access to all of the content and facilities on our Website.

7. How you may update and access your information

It is important that the personal information we hold about you is accurate and up to date. We will generally rely on you to inform us if the information we hold about you is out of date, inaccurate or incomplete.

You may request access to any of the personal information we hold about you at any time. To request access to the personal information that we hold about you, use the contact details specified on our Website. We may charge a fee for our reasonable costs in retrieving and supplying the information to you.

If you consider that any information we hold about you is incorrect, you should contact us to request that it is updated. Please let us know if there are any changes to the personal information you have provided to us.

8. How to contact us

Please contact us on admin@tinz.nz or 0800 TENANT (0800 836 268) if you have any questions about the TINZ Agreement, the Website, this Privacy Policy or any of our services.

9. Definitions and interpretation

The “General” and “Interpretation” provisions set out in the website Terms of Use apply to this Privacy Policy.

In this Privacy Policy, capitalised terms have the following meanings:

D&B means Dun & Bradstreet (New Zealand) Limited;

Landlord means a landlord or a prospective landlord (and their respective agents);

Personal Information has the meaning given to it in clause 11;

Privacy Policy means this TINZ Privacy Policy;

Prospective Tenant means a prospective tenant and/or a prospective guarantor of a tenancy;

TINZ means Tenancy Information New Zealand Limited;

TINZ Agreement means the TINZ Subscriber Agreement, the TINZ Website Terms of Use, this Privacy Policy, any product-specific additional terms and conditions published on the TINZ Website and any other instructions we provide to you when you use any TINZ service;

TINZ Group Companies means TINZ, Dun & Bradstreet (New Zealand) Limited (**D&B**) and Tenderlink Limited and their respective related companies from time to time (where related company has the meaning given to that term in section 2(3) of the Companies Act 1993, provided that any reference to a “company” shall be deemed to be a reference to any body corporate, wherever incorporated);

TINZ Services means the services provided to TINZ subscribers via the Website;

TINZ Subscriber means any person who has registered as a TINZ subscriber and agrees to follow and be bound by the Subscriber Agreement; and

Website means www.tinz.net.nz or tenant.net.nz.

Last updated: 8 August 2017.