

# Terms and Conditions for the use of the Registry Transfer Hub

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## Version control

Version	Date amended	Comments
1	23/09/2015	Terms and conditions created
2	20/02/2020	Amendments made in conjunction with the ACCES project, effective from 1 March 2020.

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# 1 These terms and conditions

1.1 Applicability: By using the registry transfer hub, you accept these Terms and Conditions and are bound by them. If you do not accept these Terms and Conditions, you must not use the registry transfer hub. The registry transfer hub and these Terms and Conditions are governed by the laws of New Zealand and by using the registry transfer hub you submit to the exclusive jurisdiction of the New Zealand courts.

1.2 Definitions: In these Terms and Conditions:

“registry transfer hub” is a particular part of the registry system and means the:

- (a) the EIEP transfer system as set out in the registry functional specification available at <https://www.electricityregistry.co.nz>; and
- (b) the EIE system as defined in Parts 1 and 11 of the Code.

“Party” means an industry participant (as defined in the Electricity Industry Act 2010) or a non-participant registry user of the registry transfer hub.

“registry” has the meaning set out in the Electricity Industry Participation Code 2010.

“registry system” means the market operations service provider system operated by the registry manager, and as set out in the registry functional specification and service providers agreement (SPA) with the Electricity Authority.

“User” and “Users” is a reference to any person/s that uses the registry transfer hub for any purpose.

“Terms and Conditions” means the requirements set out in this document.

“We”, “us”, and “our” are references to the Electricity Authority.

“You” and “your” are references to you.

1.3 Amendments: We may amend these Terms and Conditions at any time. Amendments will be effective immediately when posted on our website. You are responsible for ensuring you are familiar with the latest Terms and Conditions. By continuing to use the registry transfer hub, you agree to be bound by the Terms and Conditions as amended. You can always find the current Terms and Conditions on our website.

## 2 Acceptable use of the registry transfer hub

2.1 You may not use the registry transfer hub unless you have submitted an application in the form specified by us (currently set out at <https://www.ea.govt.nz/operations/consumer-services/provide-a-service-with-electricity-data/consumption-data/>) and we have accepted your application.

2.2 Access to the registry system via the registry transfer hub will be assessed using the process set out in para 3.12 of the Registry access policy terms and conditions set out at <https://www.ea.govt.nz/dmsdocument/17110-registry-access-policy-terms-and-conditions>.

2.3 All existing non-participant users must apply for continuing access to the registry transfer hub by 1 June 2020, using the same form specified in clause 2.1 above. Any existing

non-participant users who fail to apply for continuing access to the registry transfer hub by 1 June 2020 will have their access terminated.

- 2.4 The access that we provide to the registry transfer hub is dependent on:
- (a) the access that you require to fulfil any Code obligations (if any); and
  - (b) the access approved or amended from time to time by us.
- 2.5 You must use either the unique participant identifier, or a four character identifier, provided by us when requesting or transferring any information through the registry transfer hub.
- 2.6 You must use the username provided by us to use the registry transfer hub and must safeguard the password from unauthorised access or use.
- 2.7 You must protect the integrity and security of the registry transfer hub, and not do anything that will damage, harm, or compromise the integrity or security of the registry transfer hub or any connected network or system, or impede the use of the registry transfer hub by other registry transfer hub users
- 2.8 You agree to use the registry transfer hub in a manner that complies with all applicable laws, regulations and these Terms and Conditions and that does not infringe our rights, or the rights of anyone else, or restricts or inhibits their use and enjoyment of the registry transfer hub.
- 2.9 You agree not to:
- (a) damage or harm the registry transfer hub, or any underlying or connected network or system;
  - (b) use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access the registry transfer hub or content featured on it for any purpose;
  - (c) introduce any viruses, content or code to the registry transfer hub which is technologically harmful;
  - (d) do anything that could disable, overburden, or impair the proper working of the registry transfer hub, such as a denial of service attack;
  - (e) upload or post any content on the registry transfer hub (or use the registry transfer hub to transmit any communication) which is in our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable;
  - (f) send or otherwise post unauthorised commercial communications (such as spam) on the registry transfer hub;
  - (g) engage in unlawful multi-level marketing, such as a pyramid scheme on the registry transfer hub;
  - (h) solicit log in information or access an account belonging to someone else;
  - (i) collect more consumption data than is reasonably needed in order to provide goods or services consented to by the consumer;
  - (j) use the collected data in a way not consented to by the consumer, or in order to provide goods and services that the consumer has not agreed to; and

- (k) bully, intimidate, or harass any registry transfer hub user of the registry transfer hub, or attempt to do any of the above.
- 2.10 Specific prohibitions: Without limiting any other clause of these Terms and Conditions, you agree not to:
- (a) use the registry transfer hub to do anything unlawful, misleading, malicious, or discriminatory; or
  - (b) facilitate or encourage any violations of these Terms and Conditions.
- 2.11 We may temporarily suspend or reduce full use of the registry transfer hub without notice to you if it is necessary to maintain the registry transfer hub or protect the integrity of the registry transfer hub.
- 2.12 You agree to:
- (a) adequate practices, procedures, and systems in place to manage consumption data and information security risks received via the registry transfer hub, including in respect of any decision to use a third party to provide services to you in respect of any such information and in the provision of those services by the third party;
  - (b) comply with the Privacy Act 1993 in the use of the registry transfer hub and ensure that the practices, procedures and systems under paragraph 2.12(a) comply with the Privacy Act;
  - (c) advise us immediately if any data breach occurs in respect of information obtained by you through the registry transfer hub, the steps you are taking to mitigate the effects of that breach and avoid it from occurring again, and keep us informed of any developments in respect of such a data breach;
  - (d) notify us immediately, if there are material changes in circumstances that may affect your ability to comply with these Terms and Conditions.

### **3 Provision of information and auditing**

3.1 We have the right to:

- (a) request evidence from you in relation to any matter relating to these Terms and Conditions;
- (b) require you to provide us with access to your records, systems and premises in order to carry out an audit of your compliance with these Terms and Conditions.

3.2 You must comply with any request under clause 3.1 within the time reasonably specified by us.

### **4 Termination of use**

4.1 If we consider that you have breached these Terms and Conditions, we may suspend or terminate your access to the registry transfer hub immediately by advising you in writing or by electronic means.

### **5 Liability and indemnity**

5.1 To the maximum extent permitted by law, we disclaim and exclude all implied conditions, guarantees and warranties and are not responsible or liable for any loss, costs or expenses incurred by you, whether such liability arises in contract, tort (including

negligence), equity, breach of statutory duty or otherwise (including any losses, costs or expenses resulting from or in connection with your use of, or the inability to use, the registry transfer hub or any information provided to you through the registry transfer hub (including in relation to the accuracy of the information transferred to you through the registry transfer hub and any conclusions or assumptions derived from the information transferred to you through the registry transfer hub).

5.2 You agree that:

- (a) we will not be liable for any direct, indirect, incidental, special, consequential or exemplary loss or damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, under or in connection with these Terms and Conditions or resulting from your use of, or the inability to use, the registry transfer hub (including in relation to the accuracy of the information transferred to you through the registry transfer hub and any conclusions or assumptions derived from the information provided through the registry transfer hub), and for the avoidance of doubt, including under any claim in negligence; and
- (b) without prejudice to clause 5.1 and to the extent our liability to you is not regulated under the Electricity Industry Participation Code 2010, our total liability under or in connection with these Terms and Conditions or resulting from your use of, or the inability to use, the registry transfer hub (including in relation to the accuracy of the information transferred to you through the registry transfer hub and any conclusions or assumptions derived from the information provided through the registry transfer hub), will not exceed NZ\$100 in any circumstances, and for the avoidance of doubt, including under any claim in negligence.

5.3 You agree to indemnify us for any loss to us arising from your use of the registry transfer hub, including any indirect, incidental, special, consequential or exemplary loss or damages (including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses). This indemnity applies even if you have not breached these Terms and Conditions, acted negligently, in bad faith or unlawfully. For the avoidance of doubt, this indemnity does not apply to the normal costs of operating the registry transfer hub.

## 6 Particular requirements for requests for and transfers of consumption information through the registry transfer hub

6.1 For participant and non-participant registry transfer hub users, the following requirements apply to requests for and transfers of consumer consumption information using the regulated Electricity Information Exchange Protocols (EIEPs) 13A, 13B or 13C on the EIEP page of our website.

6.2 If you use the registry transfer hub to request or transfer consumer consumption information from a Party, you must use the regulated Electricity Information Exchange Protocols (EIEPs) 13A, 13B or 13C on the EIEP page of our website (<https://www.ea.govt.nz/operations/retail/eiep/>). If you are not an industry participant (as defined in the Electricity Industry Act 2010), you must comply with the obligations under the EIEPs on parties who request information as a contractual obligation under these Terms of Use despite the fact that the Electricity Industry Participation Code 2010, which

the EIEPs are issued under, does not apply to non-participants. You must in particular comply with:

- (a) the business and general requirements, format and code set out for EIEPs 13A, 13B or 13C, available at <https://www.ea.govt.nz/operations/retail/eiep/regulated-electricity-information-exchange-protocols/>;
  - (b) file naming procedures set out in the relevant sections of the registry functional specification.
- 6.3 You may only use information you receive under clause 6.1 using the registry transfer hub for the benefit of the consumer to whom that information relates.
- 6.4 Where using an EIEP13C to request consumption information, you must:
- (a) before issuing an EIEP13C requesting the transfer of any consumption information relating to a consumer, have an authorisation from the consumer for:
    - (i) you to request the transfer of the information on behalf of the consumer;
    - (ii) you to hold the information;
    - (iii) the Authority and any contractor to the Authority to hold any information relating to the consumer for the purposes of operating the registry transfer hub.
  - (b) if you are a participant, as defined in the Electricity Industry Participation Code 2010, ensure that the authorisation under paragraph (a)(i) complies with all relevant parts of the Electricity Industry Participation Code 2010;
  - (c) retain a copy of the authorisation under paragraph (a)(i) or otherwise hold evidence that the consumer has so authorised you.
- 6.5 In making a request using an EIEP13C on behalf of a consumer referred to in clause 6.4(a), you severally warrant and undertake to the Authority and the Party to whom a request is made through the registry transfer hub, that you hold the authority required by clause 6.4(a) and that you will comply with clauses 6.4(a), (b) and (c). You agree that this warranty and these undertakings may be enforced by the other Party under section 12 of the Contract and Commercial Law Act 2017.
- 6.6 If requested by the person to whom any request for consumer information is made, you must provide to the requester a copy of the authorisation under clause 6.4(a)(i) or other evidence that the consumer has so authorised you.
- 6.7 We reserve the right to log details of each request under EIEP 13C sent by you and every transfer made to you under EIEP 13A, and 13B via the registry transfer hub. Information logged under this clause may be used for auditing purposes including those provided for under clause 3.1(b) above.
- 6.8 In addition to the requirements set out in clause 2.12 above, you also agree to:
- (a) have an internal dispute resolution process in place in regard to consumption data received via the registry transfer hub;
  - (b) have adequate insurance or a comparable guarantee to compensate consumers for loss that may occur in light of the risk arising from the collection, storage, use or disclosure of consumption data received via the registry transfer hub;



- (c) have your name and the participant identifier associated with you (where relevant) published on our website whilst you have access to the registry transfer hub;
- (d) be or become a member of Utilities Disputes. To the extent Utilities Disputes does not, at the time of application, enable you to be or become a member, you will undertake to become a member of Utilities Disputes within 1 (one) month of a Utilities Disputes' scheme being created for non-participant users.