

Tenancy Tracker terms and conditions

Last updated: 5 March 2019

General

1. These are the terms and conditions (“**Terms**”) by which Trade Me Limited (“**Trade Me**”, “**we**”, “**us**”) offers you access to, and use of, the website located at www.tenancytracker.co.nz and its related Services (“**Tenancy Tracker**”).
2. You may only use Tenancy Tracker if you have an active Trade Me membership. These Terms apply in addition to [Trade Me’s terms and conditions](#) (with all necessary modification). Your use of Tenancy Tracker will be deemed to constitute your acceptance of these Terms.
3. Our collection and use of your information is governed by our [privacy policy](#) (which applies to services provided by Trade Me, including Tenancy Tracker), which you should read and make yourself familiar with.
4. As Trade Me operates in a changing commercial, technological and regulatory environment, we may amend these Terms from time to time. Unless otherwise stated, amendments will be effective immediately upon posting of the amended Terms on Tenancy Tracker. You are responsible for ensuring you are familiar with the latest Terms. Your continued use of Tenancy Tracker represents your agreement to be bound by the Terms as amended.
5. Tenancy Tracker provides a venue for owners of rental properties (or persons acting on owners’ behalf) to connect with prospective tenants and exchange information. You acknowledge that Trade Me is not a party to any tenancy agreement that may be entered into between you and any other User.
6. Any agreement that you enter with another User is done so entirely at your own risk. You acknowledge that it is your responsibility to seek legal advice regarding the suitability or legality of any tenancy agreement that is made, or consent obtained, with the assistance of a Trade Me Template. Trade Me provides no warranty as to the reliability or suitability of a Trade Me Template made available to you via Tenancy Tracker.
7. To the fullest extent permitted by law, Trade Me does not endorse or take responsibility for the actions of any User, including any comments, content or other information which is communicated by a User to another User.

Users obligations

8. You acknowledge and agree that you will comply with New Zealand law while using Tenancy Tracker.
9. You are responsible for all actions taken on Tenancy Tracker while signed in with your Trade Me membership, Facebook account or Viewing Tracker account (as applicable). You are

responsible for keeping your login information, including your email address and password, secret and secure. You must let us know if you think your login has been misused or its security has been compromised.

10. While using, or acting in connection with, Tenancy Tracker you will ensure that you:
 - a. act honestly and in good faith;
 - b. respond to any enquiries from Trade Me or another User in a prompt and reasonable manner;
 - c. do not use or post any offensive, defamatory, misleading, unlawful or otherwise inappropriate language or content;
 - d. provide accurate and complete information where this is required by Trade Me;
 - e. do not act in a manner that is discriminatory or that would contravene the Human Rights Act 1993;
 - f. comply with the Privacy Act 1993 (including the Credit Reporting Privacy Code, if applicable);
 - g. comply with the Unsolicited Electronic Messages Act 2007;
 - h. comply with the requirements of the Residential Tenancies Act 1986, including its relevant regulations;
 - i. do not use a robot, spider, scraper or other unauthorised automated means to access Tenancy Tracker or information featured on it for any purpose; and
 - j. do not introduce a virus, malware or other malicious content into Tenancy Tracker, or upload any content that could contain malicious or corrupted material.

Credit check and use of tenant information

11. If you are a Rental Provider and receive a Tenancy Application, you may only:
 - a. use the User's personal information: (a) for the purpose of assessing the suitability of the individual as a tenant, (b) to help you make a tenancy agreement with the individual, or (c) as otherwise permitted under the [Consent Terms](#) or by the individual;
 - b. disclose an individual's Personal Information contained in a tenancy agreement to third parties, such as credit reporters, reference checkers or tenancy information reporters, if the individual consents to this and subject to the terms of the User's consent (for example, under the Consent Terms); and
 - c. keep an individual's Personal Information as long as it is required for the purpose for which it was collected (under the Privacy Act 1993).

12. If you are a Rental Provider, Tenancy Tracker may provide functionality that can help you to request credit reports on prospective tenants via a credit reporter. If you request a credit report from a credit reporter via Tenancy Tracker, you acknowledge and agree to appoint us as your agent for the limited purposes of (i) requesting credit information from credit reporters on your behalf; (ii) receiving and compiling the credit information, and presenting the credit information to you, and; (iii) storing and using the credit information on our systems consistent with Trade Me's Privacy Policy. Where you request a credit report from a credit reporter, you agree you will comply with all applicable obligations under the Credit Reporting Privacy Code 2004 ("Code") as a subscriber, including by:

- a. ensuring that you have a valid subscriber agreement in place with the credit reporter;
- b. taking such steps as are, in the circumstances, reasonable to ensure that a prospective tenant's information is accurate, up to date, complete, relevant, and not misleading;
- c. ensuring you comply with relevant obligations under the Code in respect of driver's licence information;
- d. taking appropriate measures to safeguard a prospective tenant's credit information from improper access; and
- e. cooperating with the credit reporter to help resolve any complaints and requests for correction of credit information.

Termination and suspension

13. Trade Me may limit your activities on the Tenancy Tracker, remove your content, or refuse to provide related Services to you if you breach any of these Terms or where Trade Me considers it appropriate, including if your actions:
 - a. infringe the rights (including privacy rights) of Users, us or anyone else;
 - b. may harm or annoy other Users; or
 - c. might damage our reputation.
14. Trade Me may terminate your use of Tenancy Tracker immediately if you materially breach these Terms, or with 30 days' written notice to you. You may terminate your use of Tenancy Tracker at any time by providing us with written notice.

Intellectual Property

15. Trade Me (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in Tenancy Tracker (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of Tenancy Tracker.
16. You may not without our prior written permission, in any form or by any means:
 - a. adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of Tenancy Tracker; or
 - b. subject to these Terms and our privacy policy, commercialise, copy, or on-sell any information, or items obtained from any part of Tenancy Tracker.

System integrity

17. Trade Me will use its reasonable endeavours to ensure the availability of Tenancy Tracker, subject to any downtime required for maintenance. However, Trade Me takes no responsibility for any system unavailability, or for any loss that is incurred as a result of Tenancy Tracker being unavailable or for the corruption of any data or information held by Trade Me.

18. You acknowledge that your use of Tenancy Tracker is entirely at your own risk, and that Tenancy Tracker is provided “as is”. We don’t guarantee that you will always be able to access Tenancy Tracker or that it will be free from errors.

Liability

19. You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these Terms or our privacy policy, or arising out of any content you post on the Tenancy Tracker.
20. You agree that Trade Me will not be liable to you for any indirect or consequential loss or damage, or any loss of business or profits suffered by you in connection with your use of Tenancy Tracker.
21. Any provision of these Terms that appears inconsistent with the Consumer Guarantees Act 1993 or other applicable law shall be given effect to the greatest possible extent permitted by law.

Definitions

22. Unless otherwise specified, words used in these Terms have the meanings given to them in Trade Me’s terms and conditions.
23. In these terms:
 - a. **“Tenancy Tracker”** means the website found at www.tenancytracker.co.nz and its related Services;
 - b. **“Trade Me Template”** means a template tenancy agreement or Tenancy Application form created by Trade Me that is made available to Users of Tenancy Tracker;
 - c. **“User”** means an end user of Tenancy Tracker, including you; and
 - d. **“you”** means you or the legal entity you act on behalf of when using Tenancy Tracker.