

TERMS AND CONDITIONS

Terms of use

These general terms and conditions of use apply to all users and data contributors of evRoam; a database of Public Charging Infrastructure for electric vehicles which is owned and operated by the NZ Transport Agency (NZTA). By viewing, providing data to or using evRoam you accept the following terms and conditions of use and the [privacy policy](#) and are bound by them. If you do not accept these terms and conditions, you should not use evRoam.

1. **Contributing data to evRoam:** If you contribute data to evRoam:
 - a. you agree that any such data may be used, copied, distributed or disclosed by us to any person in accordance with these terms of use;
 - b. you warrant that you own any intellectual property rights in such data; and
 - c. you shall use reasonable endeavours to ensure that the data you provide is accurate, up to date and complete.
2. **Copyright:** Ownership of all intellectual property rights in the evRoam software remains the property of NZTA or its licensors. Ownership of all intellectual property rights in the data remains the property of the relevant contributor or its licensors.
3. **Access:** NZTA grants you a license to use evRoam and integrate the API within your internal systems in order to enable access to, and use of, the API for the delivery of the data. Without limiting any other rights and remedies available to NZTA, NZTA may, at its sole discretion and without notice, limit your activities on evRoam, issue a warning to you, suspend or terminate your ability to access evRoam in whole or in part if you breach these terms and conditions, NZTA no longer has the right to provide access to data or if NZTA considers it appropriate for any reason whatsoever. NZTA may co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting content in breach of these Terms of Use.
4. **Registration:** To access evRoam, you must become a registered user by completing the registration process and providing NZTA with current, complete and accurate information as prompted by the registration form. NZTA reserves the right to reject any application for registration. Your personal information will be treated in accordance with our Privacy Policy set out below.
5. **User name and password:** If you are a registered user on evRoam, you may only log-in using your user name and password. You are responsible for keeping your user name and password secure and for notifying NZTA at environment@nzta.govt.nz immediately upon becoming aware of disclosure of your user name and password to a third party. You are responsible for all use of evRoam made using your user name and password. You won't solicit log in information or access an account belonging to someone else.
6. **Collection:** NZTA may gather (a) commercial information which you have entered into evRoam, and/or provided by you at the time of voluntary registration for the services NZTA offers; and (b) aggregate information generated by NZTA's systems, which track traffic to evRoam but do not relate to you personally or commercially.
7. **Use of data:** NZTA grants you a worldwide, transferable, licence to, copy, modify, process, compile, incorporate, display, distribute and/or use, any or all portions of the data for any purpose in combination with any products or services developed by or for you, including for commercial use, [provided that you shall not be permitted to commercialise the data except to the extent that it is adapted into a distinct product or service offered by you].
8. **No warranties:** To the extent permitted by law, NZTA excludes all warranties of any kind, whether express or implied including, without limit:
 - a. any warranty as to suitability, fitness for purpose;
 - b. that any API and/or your use of any API will be faultless, immediate, continuous or virus-free;
 - c. any warranty that the data will be complete, accurate or up-to-date;
 - d. any warranty or guarantee provided by the provisions of the Sale of Goods Act 1908, Contractual Remedies Act 1979, Consumer Guarantees Act 1993, or the Contract and Commercial Law Act 2017,

and to the extent that the provisions of the Fair Trading Act 1986 and other statutes, rules or regulations for the time being in force in New Zealand may imply certain conditions or warranties or impose obligations on NZTA which cannot, or cannot except to a limited extent, be excluded, restricted or modified by these terms of use, such excluded restrictions and modifications shall apply to the extent that they cannot be excluded.

9. **Use of evRoam:** You agree not to act in any way, or use, or attempt to damage or interfere with evRoam or any API including, without limit, introducing any virus, item or device which may damage, interfere with, impair or otherwise adversely affect evRoam. You will not use evRoam other than for proper purposes in accordance with these terms of use and you will comply with all applicable laws.
10. **Disclaimer:** evRoam makes certain information and material available to you as a service, either through NZTA, its suppliers or otherwise. You acknowledge that NZTA does not offer any opinion with respect to the nature, potential value or suitability of any particular transaction or strategy. Use of evRoam or information contained on evRoam is at your own risk and NZTA is not responsible for any adverse consequences arising out of such use. NZTA reserves the right to change the information on evRoam at any time.
11. **Limitation of liability and indemnity:** To the maximum extent permitted by law no party shall be liable, whether in contract, tort (including negligence) or otherwise, for any losses (including any direct, indirect, consequential, special,

exemplary or incidental damages, or for any lost profits, savings, revenue or data) arising out of or in connection with these terms of use or the use of any data. Nothing in this clause limits the liability under this clause in relation to third-party claims. You agree to indemnify and keep NZTA indemnified against all costs, expenses and damages incurred in connection with any claim brought by a third party against NZTA arising from a breach by you of any of these terms of use or the Privacy Policy.

12. **Amendments:** NZTA reserves the right to change these terms of use and the Privacy Policy (Amendments) at any time by notifying users of the existence of the amendments through evRoam. By continuing to access evRoam, you agree to be bound by the amendments.
13. **Law:** These terms of use are governed by and will be construed in accordance with the laws of New Zealand and you submit to the jurisdiction of the courts of New Zealand.
14. **Professional advice:** NZTA strongly recommends that you confirm any information appearing on evRoam relating to a particular transaction. NZTA also recommends that potential contracting parties discuss their particular requirements and consult their professional advisors before proceeding with transactions.
15. **Privacy statement:** Our treatment of personal information is set out in our Privacy Policy set out below. By agreeing to these terms of use or using evRoam, you will be deemed to have read and agreed to the terms of the Privacy Policy.
16. **Contact:** If you have any questions, concerns or complaints in relation to evRoam or these terms of use please contact NZTA by sending an email to environment@nzta.govt.nz. In addition, requests and enquiries concerning the reproduction of information on this site for any purpose should be made to environment@nzta.govt.nz.

Privacy Policy

The purpose of this Privacy Policy is to let registered users of evRoam know when we collect personal information and what we do with it. We do not use, share or transfer personal information in connection with evRoam except as set out in this policy.

Collection, storage and use

1. **Collection of your personal information:** To register as a user of evRoam you need to provide your first name, last name, and email address. If you do not provide us with this information, then you will not be able to use evRoam. This information will be viewable by evRoam, administrators, and certain NZTA staff and contractors (including third parties who provide administration and/or improvement services in relation to evRoam ("Third Party Contractors")).
2. **Holding of information:** Personal information that you provide will be held by NZTA, and may be shared with, and held by, Third Party Contractors to the extent necessary for those parties to provide administration and/or improvement services in relation to evRoam.
3. **Disclosure of information:** NZTA may disclose: (a) any information that NZTA gathers about you in connection with your use of evRoam to the Ministry of Transport; (b) any information that NZTA gathers about you in connection with your use of evRoam to third parties for the purposes of providing you with additional services; (c) aggregate tracking information and other information that does not personally or commercially identify you, to third parties; (d) your personal or commercial information to third parties, when NZTA believes in good faith that NZTA is required to do so by law; (e) your personal or commercial information to third parties, provided NZTA has your prior authorisation, which NZTA will usually obtain at the time of collecting the information from you.
4. **Use:** NZTA uses the personal and commercial information it collects from you in relation to your use of evRoam: (a) to verify your identity and assist you if you forget your password or login details for evRoam; (b) to assist in providing the services requested by you; (c) for ensuring that you are shown the information that is most relevant to you and your interests; (d) for any purpose permitted by the evRoam registration terms (if applicable); and (e) for any other use that you authorise.
5. **Tracking:** NZTA may use a "cookie" file containing information that can identify details of your IP address, PC platform (e.g. Windows, NT or Mac), Browser (e.g. Internet Explorer, Netscape or other, plus the version of Browser), domain (whether you are accessing evRoam from NZ or elsewhere) and other user information (e.g. your username). NZTA may use the information generated by cookies to: (a) track traffic patterns to and from evRoam; (b) enable you to enter evRoam and use certain services and to visit registered user only areas of evRoam. You can choose to refuse cookies by turning them off in your browser and/or deleting them from your hard drive. You do not need to have cookies turned on to use evRoam but you will need them to log on to evRoam and to access personal or commercialised or secure content on evRoam. Some pages may not function properly if the cookies are turned off.

Rights of access and correction

1. **Your rights:** Under the Privacy Act 1993, you have the right to access and correct (yourself), or request correction of, any of your personal information provided to NZTA in connection with your use of evRoam. If you would like to see the personal information relating to you that NZTA has stored on evRoam, or to change any such personal information please access the "My Profile" page and select "Edit Profile". This information is not accessible by any other NZTA system.


If you have any concerns regarding your privacy, please contact the NZTA Privacy Team at the address set out below. NZTA may require proof of your identity before being able to provide you with any personal information.

The Privacy Team
NZ Transport Agency

Private Bag 6995
Wellington 6141
Email privacy@nzta.govt.nz

Privacy Commissioner: If you are not satisfied with our response to any privacy-related concern you may have, you can contact the Privacy Commissioner:

Office of the Privacy Commissioner
PO Box 10-094
Wellington, New Zealand
Phone: 04 474 7590
Enquiries Line (from Auckland): 302 8655
Enquiries Line (from outside Auckland): 0800 803 909
Fax: 04 474 7595
Email: enquiries@privacy.org.nz

I acknowledge and accept the above terms and conditions on behalf of Evoh [insert name of company]
Signed  Date 16/8/2022