

DATA BUREAU LIMITED BUSINESS INFORMATION SERVICES

- A Data Bureau Limited (the service Provider) has and obtains business information including inter alia information concerning individuals, legal entities and properties
- B We (the client) wish from time to time to access the information the Service Provider has available for sale to its clients
- NOW THEREFORE the client and the Service Provider agree as follows:
- 1.0 SUPPLY OF INFORMATION TO CLIENT
- 1.1 The Service Provider will supply the Client from time to time at the Client's request with the information that the Service Provider has available so long as:
- (i) The client observes and complies with the procedures prescribed by the Service Provider from time to time with respect to request for and supply of information
 - (ii) The client observes and complies with the provisions of Agreement
- 2.0 SUPPLY INFORMATION TO THE SERVICE PROVIDER
- 2.1 The Client will supply the Service Provider in the manner and form prescribed from time to time by the Service Provider with details of all debts of the Client that have Been outstanding for a period of 3 months or longer or that the Client has written off, or that the Client has referred to a solicitor, collection agency or a repossession agency for recovery.
- 2.2 Where the Client has supplied information in accordance with clause 2.1 herein the Client will promptly supply the Service Provider with all relevant information required to correct or update information previously supplied by the Client to the Service Provider.
- 2.3 When a credit inquiry concerning an individual is requested by the Client, the Client agrees to provide the Service Provider with the following minimum information to process the inquiry: individual's surname, individual's first and second names, individual's Identification (for example FNP number etc) individual's date of birth, individual's current address and the following information (if available) individual's occupation, spouse, father's name, individual's former address.
- The Client warrants that it has the authority of the individual to seek credit information from the Service Provider and to provide the Service Provider with the information listed above for inclusion on the Service Provider's database or any database held by any person related to the Service Provider and the provision of the information to other Clients of the Service Provider
- The Client agrees to defend, indemnify and hold harmless the Service Provider, its officers, directors, shareholders, employees and agents from and against any and all damage, loss, cost, liability, tax and expense whatsoever (including reasonable barristers and/or solicitors fees, all and any actual costs and associated fees and expenses and all disbursements) incurred by the Service Provider relating to the supply of the information referred to in clauses 2.1 to 2.3 herein.
- 2.5 The Client acknowledges that the information it supplies to the Service Provider shall become the property of the Service Provider at the time the information is provide to the Service Provider. Notwithstanding this, the client irrevocably authorizes the Service Provider to use the information supplied to it for any purpose authorize by Fiji law including the Code of Practice. This clause shall be deemed to also extend to any information supplied by the Client to the Service Provider prior to the date of execution of the Agreement
- 3.0 CHARGES
- 3.1 The Client will pay all charges owing by the Client to the Service Provider on or before the 20th of the month following the month in which chargers were incurred
- The chargers for the information shall be those prescribed and published from time to time by the Service Provider for the supply of information
- 3.3 The Client agrees to pay penalty interest to the Service Provider at the rate of 2% per month on any outstanding charges and further agrees to pay the Service Provider's cost incurred in recovering any outstanding chargers including legal costs on a solicitor/client basis.
- 4.0 EXCLUSION OF LIABILITY
- 4.1 The Client acknowledges that the information provided to it by the Service Provider may in whole or in part represent or be based on information provided to the Service Provider from third parties, public registers or publicly available information sources. To the extent that the information is so provided, the Service Provider shall be responsible for accurately transcribing such information onto the system and shall be liable to the Client for any errors made buy the Service Provider in this regard. The Service Provider, its officers, directors, shareholders, employees and agents shall not be responsible for the accuracy of the information provided to the Service Provider from third parties, public registers or publicly available information sources. The Client when acting upon the information does so entirely at its own risk.
- 4.2 The Service Provider shall be under no liability to the Client in respect of any loss of any kind suffered by the Client including inter alia loss of profits and any indirect consequential or economic loss arising out or relating inter alias to
- (i) The supply of the information to the Client or
 - (ii) The delay in supplying or the failure to supply the information to the Client
- 5.0 CONFIDENTIALITY
- 5.1 The client acknowledges that the information supplied by the Service Provider to the Client pursuant to the provisions of this Agreement is supplied in confidence and Client hereby undertakes not to use or permit to be used any such information other than in accordance with the laws of Fiji or to supply the information to any other person other than in accordance with the provisions of the Code of Practice or regulations made hereunder.
- 6.0 COPYRIGHT
- 6.1 The information supplied to the Client by the Service Provider may not be reproduced or copied in any form whatsoever without the prior written consent of the Service Provider.
- 6.2 Nothing in clause 6.1 herein shall be deemed to prevent the Client from retaining a printout of any report that the Client may have obtained from the Service Provider or its electronic on-line information system for the Client's own internal use.
- 7.0 ASSIGNMENT
- 7.1 Neither party shall assign its rights, interests or obligations under the Agreement to any person without first obtaining the written consent of the other party.
- 8.0 VARIATION OF THIS AGREEMENT
- 8.1 Any additions, modifications or variations to any of the provisions of this Agreement shall be written agreement between the parties,
- 9.0 TERM
- 9.1 The Service Provider may terminate this agreement by providing written notice to the Client
- 9.2 Notwithstanding the termination of the Agreement the Client shall remain liable to pay all outstanding chargers owing to the Service provider which have been incurred by the Client prior to termination in addition to any penalty interest and collection costs including legal costs on a solicitor/client basis
- 10.0 NOTICES
- 10.1 Notices under the Agreement may be served on either party by service upon the party personality or by posting the notice to the address of the party set out herein or to the last known address of the party
- 12.0 FORCE MAJEURE
- 12.1 Each party releases the other party from any claim, liability or responsibility under this Agreement concerning the other party's failure or delay under the Agreement where such failure or delay is due to any circumstance whatsoever which is not reasonably within the control of either party (whether actual contemplated), including, but not limited to, any act of God, flood, fire, explosion, earthquake, breakdown, of plant, casualty, accident, war, revolution, civil commotion, act of a public enemy, blockage, embargo, injunction, law order, proclamation, regulation, ordinance, demand or other requirement of any government or government subdivision, authority or Representative, or any strike, labor or industrial dispute, whether or either party would be able to influence or procure the settlement thereof
- 13.0 NON-WAIVER
- 13.1 The failure of either the Service Provider or the Client to enforce any provision of this Agreement at any time shall not operate as a waiver of that provision on respect of the particular act or omission or any other act or omission.
- 14.0 GOVERNING LAW
- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of Fiji.