



## Terms and Conditions of Use and Privacy Policy for the Ministry for Primary Industries' Online Systems (MPI Systems)

Please read the following terms and conditions and privacy policy carefully. Then accept them in the manner prescribed for each MPI system.

### 1. General

- 1.1 These Terms and Conditions and Privacy Policy set out-
  - (a) the correct use of MPI Systems including password security and cancellation of access; and
  - (b) your rights, responsibilities and obligations once you are approved to use an MPI System; and
  - (c) MPI's rights, responsibilities and obligations as the provider of MPI Systems; and
  - (d) the privacy principles applicable to information gathered by or provided to MPI within an MPI System.
- 1.2 By using an MPI System you accept and agree to these Terms and Conditions and Privacy Policy.

### 2. Application

- 2.1 These Terms and Conditions and Privacy Policy apply to all persons (including their employer or agent) who have been granted, or are applying for, access to use an MPI System and all other associated environments; for example the AP E-cert Training environments, or password protected documents on the MPI website.

### 3. Amendments to these Terms and Conditions and Privacy Policy

- 3.1 We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms and Conditions and Privacy Policy at any time without consultation or discussion with any user. Any amendments will be effective from the time we notify the user of the amendment, unless otherwise stated.
- 3.2 Any notice of amendments to these Terms and Conditions and Privacy Policy may be given by email to your last known email address.
- 3.3 We may also notify you of any amendments by displaying them on the relevant help site or on the welcome page, where applicable.
- 3.4 Your continued use of an MPI System following the notification of amendments to these Terms and Conditions and Privacy Policy will mean you accept those amendments.

### 4. Access to MPI Systems

- 4.1 You must access any MPI System in the ways described in these Terms and Conditions and Privacy Policy and in any amendments issued by us in the future.
- 4.2 Access to MPI Systems is restricted to those users approved by MPI and to whom a personalised User ID or an activation key has been issued. This may be a personalised User ID which provides access to a specific MPI System system or an activation key provided to users who access an MPI System via the RealMe service.
- 4.3 User IDs and passwords, and activation keys (where applicable), are provided at the sole discretion of MPI.
- 4.4 Users of MPI Systems must be New Zealand residents within the meaning of [section YD 1](#) or [YD 2](#) (excluding section YD 2(2)) of the Income Tax Act 2007. MPI may authorise non-residents to access an MPI System where necessary.
- 4.5 Everyone with access to an MPI System must be adequately trained to ensure that they are competent users. It is the responsibility of the users' employer or nominated representative to ensure that the users are adequately trained.



## 5. Termination

- 5.1 Access to an MPI System can be terminated by us at any time. Reasons for termination may include, but are not limited to the following:
- (a) any breach of these Terms and Conditions and Privacy Policy;
  - (b) we learn of your death, bankruptcy or lack of legal capacity, or that you have committed an act of bankruptcy, or that a bankruptcy petition has been presented against you;
  - (c) non-payment of services covered in these Terms and Conditions and Privacy Policy;
  - (d) you have acted fraudulently in using an MPI System;
  - (e) non-activity of your User ID on an MPI System (this does not apply to competent authority users); or
  - (f) any other grounds we consider reasonable.
- 5.2 If your access is to be terminated we will notify you in advance using the email address you have provided.

## 6 User ID and password for specific MPI Systems

- 6.1 You are granted access to an MPI System in accordance with the scope of the personalised User ID provided by MPI. Upon the provision of access you may make use of the data, documents, forms and templates contained in that MPI System.
- 6.2 You may change your password at any time via the RealMe service.
- 6.3 The password you choose must be a minimum of 7 characters and must include at least 1 letter and 1 number. It may also include punctuation characters and spaces. This will be your own confidential password to access an MPI System and you must choose a password that is unique and not used for other services you may use.
- 6.4 MPI can change or terminate your User ID(s) at any time for any reason. Depending on the reason that we decide to terminate your User ID(s), we may issue you with a new User ID.
- 6.5 You must not:
- (a) disclose your password to anyone else, including work colleagues or family;
  - (b) write down your password, nor keep it in a file on your computer, including any password saving facility;
  - (c) create or use a password that relates to any known personal information about yourself eg. Family, street or pet names, your birthday, or include obvious or sequential numbers such as 54321, or repeating numbers such as 22222; or
  - (d) leave your computer unattended and left logged into an MPI System unless you have a password protected screen saver enabled and other people do not have access to that password.
- 6.6 The security of your User ID and password is your responsibility. To the extent permitted by law, MPI will not be held responsible for any claim or loss that results directly or indirectly, from any unauthorised use or misuse of your User ID and/or password, unless the loss was the direct result of a MPI employee's fraudulent act or omission. You must compensate MPI for any loss suffered by MPI from any wrongful use or misuse of your User ID or password.
- 6.7 Anyone using your User ID and password will be able to access your user account, whether or not they are authorised by you to do so. MPI will have no obligation, or take any steps, to verify any instruction received from your User ID or appearing to be sent by you via an MPI System.
- 6.8 If for any reason you believe that another person knows your password, or if you discover any unauthorised use of your User ID and/or password has taken place, you must change it immediately and notify your relevant MPI System administrator, MPI VS or IVA representative by email or in writing.



## 7. Using MPI Systems

- 7.1 You are under an obligation to maintain the confidentiality of your access to an MPI System as well as the data, documents, forms and templates provided by that system.
- 7.2 You must not use any MPI System for any unlawful or illegal purposes.
- 7.3 You must not use access to, or the contents of an MPI System to breach the legal rights or obligations of others.
- 7.4 You must not make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, Trojan horses, worms, or any other harmful software or programmes that may damage an MPI System or the operation of another computer or computer system.
- 7.5 You must advise us immediately of any information or event that you are aware of that is likely to impact on the integrity of an MPI System, another user, or New Zealand's credibility.
- 7.6 You are responsible for:
  - (a) advising MPI and the RealMe service of any changes to your personal details (including email address); and
  - (b) the accuracy of the information you enter into an MPI System.

## 8. Extra Terms and Conditions when using the Animal Products Electronic Certification System (AP E-cert), Phytosanitary Electronic Certification System (ePhyto) and NZ Grape Wine Electronic Certification System (Wine E-cert)

- 8.1 AP E-cert, ePhyto and Wine E-cert allow, where applicable, for the creation, editing and approval of Eligibility Documents and /or Export Certificates. Any transactions you complete via AP E-cert, ePhyto or Wine E-cert are subject to MPI's Terms and Conditions and Privacy Policy, authorities, and any service charges applying at that time.
- 8.2 You are required to use AP E-cert, ePhyto and Wine E-cert in a manner which is consistent with:
  - (a) producing Eligibility Documents and/or Export Certificates as outlined in any MPI manuals, OMARS, ICPR, ISPM 12, standards or other official documents published or notified from time to time about the official assurance process or content; or
  - (b) assisting with the transfer of data between approved agencies in the import/export supply chain.
- 8.3 Copies of phytosanitary certificates generated in ePhyto must not be communicated by exporters or non-MPI users in a coloured format unless:
  - (a) the copies are generated by clicking the "print copy" function in ePhyto; or
  - (b) the copies are clearly marked with the word "copy" over the Government Coat of Arms section of the certificates.

## 9. Intellectual Property

- 9.1 The Crown owns the intellectual property of MPI Systems, including but not limited to forms, design, layout, documents, templates and workflow, with this ownership vested in MPI. The forms, design, layout, templates, workflow and any other components (such as user administration and templates management), developed for MPI Systems are subject to Crown Copyright.

## 10. No Warranties

- 10.1 All data, forms and templates provided in MPI Systems are provided on an "as is" basis without any warranty of any kind, and MPI will not accept liability for any direct, indirect, special or consequential damages, losses or expenses arising and relating to the use, or lack of use, of MPI Systems.



- 10.2 In no event will MPI be liable to any party for any direct, indirect, special or other consequential damages caused by any viruses, bugs, corrupt data, Trojan horses, worms, or any other harmful software when using an MPI system.
- 10.3 If you are dissatisfied with an MPI System or any of the conditions of use, and your approaches through your company or nominated representative have been unsuccessful, the sole remedy available is for you to discontinue use.

## 11. Your Liability

- 11.1 You will be liable for all loss, including any loss suffered by third parties, if you act negligently or fraudulently, either alone or together with any other person.
- 11.2 You may be liable for some or all loss arising from any unauthorised use of an MPI System if you have caused or contributed to that loss by, for example, failing to comply with any of these Terms and Conditions and Privacy Policy.

## 12. MPI 's Liability

- 12.1 MPI will not be liable for any direct or indirect loss or damage resulting from your use or inability to access an MPI System at any time for whatever reason, or any failure or delay in providing the service via the Internet.
- 12.2 MPI Systems are made available to you on an "as is" basis. We will not be responsible for costs, losses or any other liabilities resulting from faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports our service, regardless of whether that equipment is ours or used by us to provide these services.
- 12.3 MPI will be liable for any direct loss or damage that result from fraudulent conduct by MPI employees.
- 12.4 MPI is not responsible for any direct or indirect loss or damage that results from fraudulent or negligent conduct by agents working on our behalf.
- 12.5 MPI accepts no responsibility or liability for the accuracy of the information entered into an MPI System by you.
- 12.6 MPI accepts no responsibility or liability for any consequential impacts, if for example we are not advised of:
- (a) change in invoicing email address (e.g. if you do not receive an invoice and after reasonable unsuccessful efforts to contact you we suspend your access for non-payment); or
  - (b) change in users (e.g. if a person leaves your company and continues to use an MPI System, but you have not advised us of the person's changed status);
  - (c) change in user's contact details (e.g. if a person does not receive important information about changes to an MPI System).
- 12.7 Some MPI Systems may provide additional functionality to accommodate the efficient transfer and re-use of data. This additional functionality does not constitute a responsibility to provide this additional functionality; nor does it indicate acceptance of any related liability arising from failure of this additional functionality.

## 13. Our Commitment to You

- 13.1 We make the following commitments to you in respect to MPI Systems:
- (a) We will endeavour to provide a secure system with which you can carry out your MPI System transactions so long as your web browser supports 128 bit encryption;
  - (b) We will use reasonable care and skill to provide access to MPI Systems during the times set out below under "Availability of Each MPI System";
  - (c) Scheduled downtime will be kept to a minimum and undertaken at a time of least impact so that it causes as little inconvenience as possible. Where significant downtime is scheduled, at least 10 business days' notice will be provided wherever possible unless a shorter timeframe is warranted;



- (d) We will provide the ability for you to request new user/organisation access to an MPI System, or create or maintain MPI controlled passwords or activation keys (where applicable) between 9.00 am and 4.00 pm (New Zealand time) on business days;
- (e) We will set up new users and provide user passwords or activation keys (where applicable) within 3 business days of the appropriate documentation being provided by you; and
- (f) For ePhyto users, service levels for certificate request verification and support provided by an IVA will be those agreed between the user and their IVA.

## 14. Availability of Each MPI System

14.1 MPI Systems operate 24/7. Technical support is available 8 hours per business day between 9:00 am to 5:00 pm.

| MPI System   | Availability |
|--|--------------|
| Animal Products E-cert                                     | 24/7         |
| ePhyto   | 24/7         |
| E-STAR   | 24/7         |
| Quota Management System                                    | 24/7         |
| Wine E-cert  | 24/7         |
| Password-protected documents (OMARs and related documents) | 24/7         |

## 15. Unavailability of Service

15.1 Access to, and use of, an MPI System may not be possible from time to time. The causes may include:

- (a) incompatibility of an MPI System with the computers or computerized systems through which access is sought;
- (b) a system failure of an MPI System; or
- (c) access denied because an MPI System is being repaired or upgraded.

15.2 Please take note of any on-screen notices that explain an access failure or system malfunction.

15.3 In the event of any unexplained access failure or system malfunction, please contact us so that, if necessary, alternative access arrangements can be made.

15.4 Every organisation with access to use an MPI System should have a business continuity plan in place in the event that their hardware, IT system or internet connection, or that MPI System becomes unavailable.

## 16. Use of Information

16.1 Information held by MPI is subject to the Official Information Act 1982 and may be subject to requests for information under that Act. MPI will consider any such request on a case by case basis taking into account all relevant considerations under that Act and the need to comply with section 161 of the Animal Products Act 1999 (relating to the disclosure of information for the purpose of ensuring product safety).

16.2 Where an invoice is provided through an MPI System, transaction information will be provided.

## 17. Equipment

17.1 You are responsible for using, having, or obtaining a computer or software that is compatible with the use of an MPI System you are authorised to use. This includes, but is not limited to, a web browser and PDF reading software (for reading documents or invoices) and email. All costs or charges relating to setting up and maintaining your equipment is your responsibility.



## 18. Animal Products E-cert (AP E-cert) User Charges

- 18.1 Where cost recovery is undertaken for AP E-cert:
- (a) you agree to pay by the due date any and all charges invoiced to you for your use of AP E-cert irrespective of whether the invoice is in dispute; and
  - (b) we will send you an electronic invoice outlining your chargeable activity, together with any relevant taxes, charges or duties levied by any government body, each month to the email address nominated by you.
- 18.2 Note: the charges for AP E-cert use, as detailed herein, **do not** apply to Competent Authority users granted access permissions by MPI.

## 19. ePhyto User Charges

- 19.1 Costs of managing and maintaining export certificate requests is through export certification fees as per the fees [schedule](#) on the MPI website
- 19.2 Where cost recovery is undertaken for ePhyto:
- (a) Your IVA will send a monthly invoice outlining your charges; and
  - (b) You must pay by the due date any and all charges invoiced to you for your use of ePhyto irrespective of whether the invoice is in dispute.

## 20. Wine E-cert User Charges

- 20.1 Costs of managing and maintaining export certificate requests is through export levies as per the Wine Regulations 2006: schedule 2.
- 20.2 Where cost recovery is undertaken for Wine E-cert-
- (a) MPI will send your billing company a quarterly invoice outlining your charges; and
  - (b) you agree to pay by the due date any and all charges invoiced to you for your use of Wine E-cert irrespective of whether the invoice is in dispute.

## 21. Problems and Disputes

- 21.1 Where you have a problem or dispute regarding these Terms and Conditions and Privacy Policy or the use of an MPI System, refer the issue in writing (via email) to the relevant MPI System administrator with the following information:
- (a) your name and applicable User ID(s);
  - (b) details of the problem or issue in dispute;
  - (c) the background and any relevant information related to the disputed issue; and
  - (d) your preferred resolution.
- 21.2 Problems will be addressed within 2 business days. If the problem cannot be addressed within 2 business days, we'll contact you with details of the likely delay and the reason for that delay.
- 21.3 Disputes will be treated the same as an Official Information Request. If the response cannot be completed within 20 Business Days, we'll contact you with details of the likely delay and the reason for that delay.

## 22. Cancellation

- 22.1 You must advise MPI in a timely manner when you need to change or cease access to an MPI System. Where you have a Company Coordinator they may do this on your behalf.



- 22.2 You may suspend or cancel your access to an MPI System by contacting the relevant MPI System administrator (directly or via your company or nominated representative). You will remain responsible for any activity made on your account until your User ID is cancelled.
- 22.3 You can change your personal details or cancel access to OMAR password-protected documents, by completing and submitting this on-line form [Request to access or change access to animal product OMARs](#)
- 22.4 MPI will confirm in writing (via email) when your access is cancelled.

## 23. User Indemnity and Acknowledgment

- 23.1 You agree to indemnify and protect MPI against all loss, costs, or damage suffered by us, our customers or a third party, or for any claim or action brought against us by a customer or third party which results either from your misuse of an MPI System or failure to take all reasonable steps to prevent unauthorised use of an MPI System.
- 23.2 You acknowledge that any infringement of intellectual property or copyright including any unauthorised reproduction by you of any information contained in an MPI System, or any part of it, may result in legal action being taken against you.

## 24. Privacy Policy

### 24.1 Background

- 24.1.1 We may collect information about users. This information can be personally identifiable information or aggregated data.
- 24.1.2 We want to ensure that you understand the Terms and Conditions and Privacy Policy relating to the way in which we collect information and the use of that information.
- 24.1.3 This Privacy Policy tells you about what information we collect, what we do with it and your rights to view, correct or change it.

### 24.2 The Information we collect

- 24.2.1 We will collect your personal information directly from you, not from any other source (unless you consent to us doing so).
- 24.2.2 Billing information may be generated and stored by an MPI System and may include personal information.

### 24.3 Purpose of Collection

- 24.3.1 Your personal information is collected to enable the operation of an MPI System.

### 24.4 Use of your personal information

- 24.4.1 Your personal information will only be used by us as follows:
  - (a) allowing you to become a registered user of an MPI System (which is designed, primarily for regulatory purposes, for example, to set out export requirements, to facilitate Government to Government assurances for exports, or for recording sampling and testing information);
  - (b) allowing us to operate and make improvements to MPI Systems;
  - (c) allowing us to invoice you for the provision of services or sensitive information through the MPI Systems;
  - (d) statistical use (non-identifiable information only);
  - (e) any other use, not inconsistent with the above purposes, and supporting the import and export supply chain, that is determined by us from time to time; and
  - (f) reports back to your billing company.

### 24.5 Security and disclosure



24.5.1 Transactions in an MPI System are recorded each time you use that system. Your personal information (and information relating to your transactions in an MPI System) is held within a secure environment.

24.5.2 Your personal information in an MPI System may potentially be viewed by the following list of approved MPI System users other than yourself (i.e. for purposes connected with the legitimate role of those other users within the regulatory framework) with MPI's authorisation:

- (a) Recognised agencies;
- (b) Recognised persons;
- (c) Independent Verification Agencies;
- (d) Your company coordinator or billing company;
- (e) The relevant MPI System administrators; or
- (f) MPI Systems support technicians;
- (g) MPI staff with appropriate delegated authority;

but may not be disclosed to any other persons without your consent, or unless reasonably required for the administration or operation of an MPI System.

24.5.3 Certain MPI Systems interact with a number of other MPI and external systems, to or from which personal information is transmitted or received from time to time to allow the operation of MPI Systems.

## 24.6 We Can Change This Privacy Policy

24.6.1 We reserve the right to change this Privacy Policy at any time. By using an MPI System, you agree to be bound by the latest version of the Privacy Policy.

## 24.7 Your Right to Access Your Information

24.7.1 You have the right under Principles 6 and 7 of the Privacy Act 2020 to:

- (a) confirm whether we hold particular personal information about you; and
- (b) access and correct the information you have supplied to us in accordance with the provisions of the Privacy Act 2020, or to request us to do so.

24.7.2 We are happy to discuss any concerns that you may have about providing the information that we require. For further information regarding the information that we hold about you, you may contact the relevant MPI System administrator.

## 25. Definitions

25.1 The following definitions apply to the words used in these Terms and Conditions and Privacy Policy, unless specifically stated otherwise:

**24/7** means 24 hour per day and 7 days per week, less any agreed downtime;

**account** means the permissions associated with an individual User ID;

**business day** means every day except Saturday, Sunday, national public holidays, regional public holidays, and MPI designated holidays;

**competent authority** means an organisation recognised by the World Trade Organization as a competent authority, for the purposes of the Sanitary and Phytosanitary (SPS) Agreement;

**company representative** or **company coordinator** means a person who is appointed by a company to-

- (a) manage the administration of User IDs and access to an MPI System; and
- (b) be the channel for any information between the company and MPI of any user or company issues. Such person may also be referred to as the company coordinator or company contact;

**downtime** means the period when an MPI System is unavailable;



**MPI Systems** mean the Internet online database applications used by MPI for the creation and management of documents required for regulatory purposes, such as export requirements, export eligibility documents, export certificates, sampling and testing information; which include the following systems:

| MPI System   | Core Purpose  |
|--|---|
| Animal Products E-cert (AP E-cert)                         | Administration of export certificates and eligibility documents for the export supply chain for animal products |
| Phytosanitary E-cert (ePhyto)                              | Administration of export certificates for plants and plant products (including forestry)                        |
| Quota Management System (“QMS”)                            | Administration of quota certificates for dairy products   |
| Wine E-cert  | Administration of export certificates for wine products.  |
| MPI System supporting applications                         | Any MPI application that interacts and/or support an MPI System   |
| E-STAR   | Recording of meat, seafood, dairy and other samples and their test results.                                     |
| Password-protected documents (OMARs and related documents) | Protecting sensitive information in export requirements for animal products                                     |

**MPI System administrator** means the MPI person responsible for setting up user access for an MPI System. The contact details for access related enquiries is: [ecert.admin@mpi.govt.nz](mailto:ecert.admin@mpi.govt.nz).

**ICPR means** Importing Countries Phytosanitary Requirement. A document that outlines a summary of the phytosanitary related requirements for a specific product being exported to a particular overseas market;

**ISPM 12** means International Standard for Phytosanitary Measures – Guidelines for Phytosanitary certificates;

**IVA** means Independent Verification Agency. An organisation authorised by MPI to carry out services associated with export certification of plants and plant products;

**MPI and we, us or our** mean the Ministry for Primary Industries;

**OMAR** means Overseas Market Access Requirement. OMARs are the export requirements issued under the Animal Products Act 1999 which set out the conditions which MPI has determined will apply for export of animal products to foreign countries and markets. Related documents may include “For Your Information” documents protected by passwords providing further guidance on trade conditions;

**online** means the use of a computer to connect you to an MPI System via the Internet to enable you to carry out a range of transactions and activities;

**password** means a confidential sequence of characters which may be initially provided by MPI and used to help prevent unauthorised access to and use of your account(s). When used with your User ID it gives access to an MPI System;

**password-protected** means restrictions on access (to MPI documents) to ensure that commercially sensitive information is available only to those entitled to receive or use it

**VS** means Verification Services team in MPI;

**User ID** means the alpha-numeric identifier issued to you by MPI. This User ID may be up to nine characters and enables us to identify you and your accounts when you access an MPI System;

**you or your** means a user of an MPI System and their employer or agent.