



## Data Descriptions

### Vector Data:

Land Base

### Description

A physical landbase derived from aerial imagery which includes road centrelines, address points, kerbs and physical boundaries.

### Display

Orthoimagery and described vector information.

### Search

Full or Partial Address.

Core Records System

Cadastral information on land parcels from LINZ database of land title and survey information.

Displays all related legal property information.

Legal Description, Certificate of Title reference, Owners Name, Place Name & Gazette Reference.

1:50000 Topographic data

Specific data from within the dataset including; Contours, named sites, topography, agriculture, utilities, hydrography, transport, habitation.

Scanned LINZ Topographic Map 260 series at 1:50000.

### Imagery

Orthophotos

Colour where imagery available; Black & White Orthoimages

High resolution Image

NZMG Tile Reference

Topo Imagery 50k

All scanned topo maps

Low resolution image

NZMG 260 Sheet reference

Topo Imagery 250k

All scanned topo maps

Low resolution image

NZMG 262 Sheet reference

### Functionality

Printing All

Save search results and images as a PDF document (A4 format) that can be printed out on a local printer.

Trace

Select a start and end point and the system will find the shortest route between them, providing both a map and full text description. Either, enter the points manually or select them from the map view.

Information Tool

Select a property, location or feature on the map view to find out more detailed information.

Display

The user can change map type, image type and turn on/off the visible layers, helping to emphasize the relevant information on the screen.

Measurement

Calculate distance between points, lengths of lines and areas by using the measurement tool and defining an area to measure on screen.

Search

Search for a full address, road name, location, NZ Map Grid Coordinate, map sheet and legal data (appellation, title, owner, survey plan, gazette reference).

Quickview

Provides quick access to a pre-defined list of locations, e.g. Auckland Central, Wellington Central, Coromandel.

Pan

Pan around the map view by either 'click and drag' or pre-defined direction functions (N, NE, E, SE, S, SW, W, NW).

Zoom

Zoom in or out of the image at the click of a button.

Help

A dynamic help system provides information on all main features of the service while a downloadable user manual provides a more detailed help document.





# Terralink eMap application for subscription

## customer details

customer name

company number (if applicable)

type of business (company, partnership, sole trader, etc.)

business legal name (if applicable)

date of incorporation (if applicable)

gst number (if registered)

delivery address

no & street	
suburb or town	
city or district	

post box address

po box no	
suburb or town	
city or district	

## product information

eMap functionality of most interest:

- measuring
- route planning
- address validation
- printing
- comprehensive data searching

eMap data of most interest:

- aerial photography
- legal parcel boundaries
- topographic data (vector/raster)
- vegetation land cover
- road centre line

- address points
- certificate of tile reference
- legal parcel boundaries

main business activity

## contacts

contact name & position

phone

mobile phone

email

contact name & position

phone

mobile phone

email

## payment details (note: notice will be sent upon application acceptance)

annual in advance by credit card  Amex  Visa  MasterCard  Diners Club International

card holders full name

card number

expiry date

signature

or  annual in advance by cheque  
made payable to: Terralink  
International Ltd.

or  annual in advance by  
direct credit to:  
acct no:  
**02 0500 0520272 00**  
acct name:  
**Terralink International Limited**

or  12 equal instalments in advance of  
**\$375.00** incl. GST by direct debit. A  
direct debit form will be sent to you.  
Please pay first month instalment in  
advance by cheque.

purchase order number required

no  yes

purchase order number

## terms and agreements

I/We certify that all information I/We certify that we are authorised to act on behalf of the customer supplied is true and correct. I/We have read and agree to the trading terms and conditions

contact name

signature

date

position



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# Terralink eMap terms and conditions

These terms and conditions become a legal agreement between you (as the user) and Terralink International Limited ("Terralink") when you sign a hard copy of these terms and return them to Terralink, and Terralink provides you with your dedicated eMap username and password. This agreement constitutes the terms and conditions in respect of your access to and use of the eMap Web Site and the data provided by it (together referred to as "the Site"). Please read this Agreement carefully. By accessing the Site you agree to be bound by these terms and conditions.

## 1. Grant of Licence

- 1.1 Terralink grants you the non-exclusive right to access and use the Site from a single personal computer for private and domestic purposes or, if you are a business, for your internal business purposes only. You are permitted to print hard copies of data from the Site for these purposes, but are otherwise not permitted to modify, copy or create derivative works from, on-supply, store in any medium, distribute or otherwise deal the Site.
- 1.2\* You are responsible for obtaining access to the Site via the Internet and that access may involve third party fees (such as Internet service provider or telecommunications charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Site.

## 2. Duration of the User Agreement

- 2.1\* This Agreement will start at the time you receive your dedicated eMap username and password from Terralink and will continue until either you or Terralink terminate it. Either party may terminate it at any time by giving 30 days notice of termination to the other party. Upon expiry of the 30 day notice period, this Agreement will terminate and you will cease to be an authorised user of the Site.

## 3. Notices

- 3.1\* You may serve a notice on Terralink for the purposes of this agreement by sending it by e-mail to [emap@terralink.co.nz](mailto:emap@terralink.co.nz) or by post to eMap Webmaster, Terralink International Limited, PO Box 2872, Wellington, New Zealand. Terralink may serve a notice on you by sending it to your e-mail address or postal address appearing on the Application for Subscription Form you have completed. Notices will be deemed to have been served one hour after transmission by e-mail or 3 days after dispatch by post. You are responsible for notifying Terralink of any change to your e-mail or postal address.

## 4. Username and Password

- 4.1 You are responsible for all use of the Site made using your username and password, whether or not the use is made by you or by someone else using your username and password. You are responsible for protecting and securing your username and password from unauthorised use. If you believe there has been a breach of security of your username or password, such as theft or unauthorised use, you should notify Terralink immediately by e-mail to [emap@terralink.co.nz](mailto:emap@terralink.co.nz)
- 4.2\* If Terralink has reason to believe that any information you have supplied is not accurate, or if Terralink considers that you have breached this agreement, it may terminate this agreement immediately with no liability to you for any direct, indirect, or consequential damage or loss and you will cease to be an authorised user of the Site.

## 5. Changes to the User Agreement

- 5.1 Terralink may add to, remove or change the provisions of this Agreement from time to time. All additions and changes will be notified to you by email or on the Site itself. They will come into effect immediately upon notification and you will be deemed to have accepted them if you access the Site after that time. If you do not wish to accept these changes, you must terminate this Agreement as described above.



## 6. Modification of Site or Service

- 6.1\* Terralink reserves the right to change, modify, suspend or discontinue any or all parts of this Site at any time, temporarily or permanently. Terralink reserves the right to restrict a user's access to parts or all of the Site without notice or liability.

## 7. Copyright

- 7.1 The Site is protected under copyright and other laws of New Zealand, and under international conventions, and similar laws abroad. Unless otherwise stated, copyright and other intellectual property rights in the Site (including all material published on the Site) is owned or controlled by Terralink or its licensors.
- 7.2\* You agree not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which Terralink may post on the Site.
- 7.3\* If you produce a hard copy of any data or material from the Site you must ensure that it includes a prominent notice and acknowledgement as follows:

“Copyright 2002 Terralink International Limited and its licensors. Some data and materials sourced from Land Information New Zealand. Crown copyright reserved.”

## 8. Disclaimer and Limitation of Liability

- 8.1 If you use or rely on the Site or any data or materials available through the Site, you do so solely at your own risk. The Site is provided “as is” and “as available”.
- 8.2 Access to the Site may be interrupted, restricted or delayed from time to time. Terralink does not warrant or guarantee that the Site will be available continuously or that the operation of the Site will be error-free. Terralink will not be liable for loss, damages, expenses or refunds of fees should the Site become unavailable or delayed, permanently or temporarily, or if access to the Site becomes impeded for any reason.
- 8.3\* The information contained within the Site is for informational purposes only. You recognise and agree that all materials that are provided as part of the Site are sourced from third parties outside Terralink and as such, Terralink cannot and does not provide any warranties of any kind whatsoever in relation to any data or materials provided to you through the Site. Terralink does not give any warranty or other assurance as to the content of the material appearing on the Site, its accuracy, completeness, timeliness or fitness for any particular purpose.
- 8.4 To the full extent permissible at law, Terralink excludes all liability for damage or loss (including, without limitation, financial or economic loss, damages for loss in business projects, loss of profits, revenue or anticipated savings, loss or damage to reputation or goodwill, indirect or consequential losses, punitive or special damages), arising in contract, tort (including negligence) or otherwise from the use of, or inability to use, the Site, or any data or material appearing on the Site, or from any action or decision taken as a result of using the Site or any such material.
- 8.5\* If for any reason Terralink is liable to you, notwithstanding the exclusion of liability set out above, in no case shall Terralink's aggregate liability for any loss or damage, whether direct or indirect, incurred by you, or anyone claiming through you, exceed the amount of the fees, if any, paid by you to Terralink in the 12 month period preceding any claim or notice of damages.
- 8.6 If you acquire goods or services using the Site for the purposes of a business, the guarantees and rights provided by the Consumer Guarantees Act 1993 will not apply to the supply of those goods or services. If you are a consumer and acquire goods or services using the Site other than for the purposes of a business, this Agreement does not affect your rights under the Consumer Guarantees Act 1993.
- 8.7\* Although Terralink intends to take reasonable steps to prevent the introduction of viruses or other destructive materials to the Site, Terralink does not guarantee or warrant that the data or materials that may be available from the Site do not contain such destructive features. Terralink excludes all liability for any loss or damages or harm attributable to such features.



8.8 Some of the data and information on the Site is sourced from Land Information New Zealand. The limitations and exclusions of liability, indemnities and disclaimers set forth in this Agreement apply for the benefit of and may be enforced by Land Information New Zealand in relation to the data and information sourced by Terralink from Land Information New Zealand.

## 9. Indemnity

9.1 You shall indemnify Terralink for any reasonably foreseeable costs (including settlement and legal fees), damages, losses or expenses that Terralink may incur, suffer or become liable for as a result of:

- (a) Your breach of this Agreement;
- (b) Your intentional misuse of eMap;
- (c) Your negligent acts, errors or omissions; or
- (d) Any claim, suit, action or proceeding brought by a third party against Terralink as a result of the matters set out in paragraph (a) – (c).

9.2 \* Nothing in this clause 9 limits any rights or remedies Terralink may have under statute or under the general law.

## 10. Advertising Material

10.1 The Site may include advertising and other material submitted by parties other than Terralink and the Site may provide links to other sites operated by advertisers or other third parties. Terralink is not responsible for the content or availability of any third party advertising or website and does not endorse the same. Those third parties (and not Terralink) are responsible for ensuring that such material and such sites comply with all relevant laws and regulations. To the full extent permissible by law, Terralink disclaims all responsibility for any error, omission or inaccuracy in such material or its failure to comply with the relevant laws or regulations.

## 11. Privacy

11.1 Terralink is an Agency for the purposes of the Privacy Act 1993. All personal information you supply to Terralink will be dealt with by Terralink in accordance with that Act. Unless you have indicated to the contrary on the User Registration Form, Terralink may from time to time send you information on selected products and services and invite others to do so. You are deemed to have given your permission to Terralink to convey all or part of your registration information to independent auditors for the sole purpose of verifying site usage statistics. As part of the verification process, you may be contacted by these independent auditors and asked to confirm that you have registered with the Site. Accordingly, you may not register any personal details other than your own.

11.2 You have the right to access and correct any personal information retained by Terralink.

## 12. Information Supplied to Terralink International

12.1 Should any user of the Site provide information to Terralink, including feedback data, such as questions, comments, suggestions, or the like regarding the Site, or the content of any item, such information shall be deemed to be non-confidential and Terralink shall have no obligation of any kind with respect to such information. In addition, Terralink shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works, and distribute the information to others without limitation, and to authorise others to do the same. Further, Terralink shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and other items incorporating such information. This paragraph is not intended to apply to any personal information, the use of which will be governed by clause 11 above.



### 13. Fees

- 13.1 You agree to pay all fees incurred as a result of using the Site.
- 13.2 Terralink reserves the right at any time to charge fees for access to any material appearing on the Site. At the relevant time a notice will appear when you visit the Site and will give you the relevant details. You will have the opportunity to restrict your access to material for which no charge is made or to terminate this agreement if you do not wish to continue.

### 14. Trade Marks

- 14.1 The name and logo of Terralink and “eMap” are registered trade marks of Terralink or its licensors. You are not permitted to use or reproduce or allow anyone to use or reproduce these trade marks for any reason without our express written permission. The software underlying and operating the Site is proprietary software and you are not permitted to use it except as expressly allowed under the terms of this agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

### 15. Governing Law

- 15.1 This agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this agreement shall be referred to the New Zealand courts and the New Zealand courts shall have jurisdiction to hear and determine such dispute.

#### ACCEPTANCE

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

