



Summary of Applicable Australia Post Terms

Australia Post End User Licence Agreement (reference pages 2 to 9)

- Applicable to contracts signed or extended before 30th of September 2024

Australia Post Data Terms and Conditions (reference pages 10 to 11)

- Applicable to contracts signed or extended from 1st October 2024

Australia Post End User Licence Agreement

PERMITTED PURPOSES

For the purposes of the **Australia Post End User Licence** this Agreement shall include the following permissions and restrictions:

PERMITTED PURPOSE

Each of the purposes set out is a “**Permitted Purpose**” in respect of the use of the Australia Post Data by an End User under an End User Agreement:

- A. use Experian’s AMAS Approved Software for evaluation purposes, for a maximum period of 3 months;
- B. use Experian’s AMAS Approved Software to Validate addresses and append DPIDs in an Existing Address Database solely owned by the End User for the internal business purpose of the End User;
- C. use Experian’s AMAS Approved Software to Validate addresses in Existing Address Database solely owned by the End User for the purpose of joining and/or appending data or attributes from one database to the other for the internal business purpose of the End User;
- D. use Experian’s AMAS Approved Software to Validate addresses and append DPIDs in Existing Address Databases owned by other End Users for the strict purpose of preparation the addresses for mail lodgement for the internal business purpose of the End User. No part of the validated addresses or any derived information resulting from the address validation may be passed back to the owner of the address database unless it is strictly related to the barcoding of mail. The validated addresses may not be used for the additional benefit of any End Users including but not limited to deduplication of records or appending other information other than the barcoding of mail;
- E. use Experian’s AMAS Approved Software for List Creation and disclose the records created pursuant to List Creation to any person, on the condition that:
 - i. the End User does not use Experian’s AMAS Approved Software to perform List Creation on behalf of another person, or as a part of data entry services that the End User offers to another person; and
 - ii. the End User does not systematically use Experian’s AMAS Approved Software to create a list or set of records that is substantially similar or competitive to the Australia Post Data; and
- F. disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the End User Agreement) to another person (including subsidiaries, agents and franchisees of the End User), on the condition that:
 - i. the recipient will not (and agrees not to) disclose the Validated addresses to any other person; and
 - ii. the recipient will only use the Validated addresses for purposes that are directly related to the internal business purpose of the End User and not any other purpose.

PROHIBITED PURPOSES

Each of the purposes set out is a “**Prohibited Purpose**” in respect of the use of the Australia Post Data by the End User:

- G. sell, transfer, supply or otherwise deal with Experian’s AMAS Approved Software;
- H. use the Australia Post Data other than through the permitted functionalities of Experian’s AMAS Approved Software;
- I. use Experian’s AMAS Approved Software to Validate addresses and or/append DPIDs to an Existing Address Database which is not owned by the End User and the purpose of it is not for mail lodgement for the internal business purpose of the End User;
- J. use Experian’s AMAS Approved Software to Validate addresses and/or append DPIDs to an Existing Address Database, whether owned by the End User or not, for the purpose of on selling or commercial gain (including commercial gain from any derive insights), but this paragraph does not prohibit the End User from using the AMAS Approved Software for List Creation in accordance with clause E;
- K. use Experian’s AMAS Approved Software for List Creation other than in accordance with clause E;

- L. provide Validated addresses to third parties unless those third parties are contracted to carry out some work on behalf of the End User strictly in accordance with the End User's Permitted Purpose or except as permitted by clause E or F; and
- M. to reverse engineer, disassemble, alter or modify Experian's AMAS Approved Software.

For the purposes of **Bureau address matching** and enrichment services this Agreement shall include the following permissions and restrictions:

PERMITTED PURPOSE

Each of the purposes set out is a "**Permitted Purpose**" in respect of the use of the Australia Post Data or Validated addresses by the End User:

- N. use the Validated addresses provided by Experian/Licensee as part of the Bureau Service for the End User's internal business purposes only;
- O. use the Validated addresses in Existing Address Databases solely owned by the End User for the purpose of joining and/or appending data or attributes from one database to the other;
- P. disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the End User Agreement) to another person (including subsidiaries, agents and franchisees of the End User), on the condition that:
 - i. the recipient will not (and agrees not to) disclose the Validated addresses to any other person; and
 - ii. the recipient will only use the Validated addresses for purposes that are directly related to the internal business purpose of the End User and not any other purpose.

PROHIBITED PURPOSES

Each of the purposes set out is a "**Prohibited Purpose**" in respect of the use of the Australia Post Data or Validated addresses by the End User:

- Q. use the Validated addresses whether owned by the End User or not, for the purpose of on selling or commercial gain (including commercial gain from any derived insights);
- R. provide Validated addresses to third parties unless these third parties are contracted to carry out some work on behalf of the End User strictly for the Permitted Purpose in respect of the End User; and
- S. create any derivative works from the Validated addresses, unless it is solely for the Permitted Purpose in respect of the End User and will not be commercialised, passed on or offered to any third party for commercial gain.

For the purposes of **raw data services** this Agreement shall include the following permissions and restrictions:

PERMITTED PURPOSE

Each of the purposes set out is a "Permitted Purpose" in respect of the use of the Australia Post Data by the End User:

- T. to market and communicate to its existing customers or list of addresses in the Australia Post Data;
- U. to perform analytics and data integration for its own internal use;
- V. to add attributes to the Australia Post Data for its own internal use; and
- W. to assist with planning and allocating resources and products or providing services to its existing customers and prospective customers.

PROHIBITED PURPOSES

Each of the purposes set out is a “Prohibited Purpose” in respect of the use of the Australia Post Data by the End User:

- X. retain or store the Australia Post Data after termination or expiry of this Agreement (or the licence granted by Experian) (provided that this does not prevent the End User from retaining information about an occupant at an address that the End User independently obtains through an established business relationship with that occupant);
- Y. supply or make the Australia Post Data available to a third party unless that third party is using the Australia Post Data on behalf of the End User to provide services to the End User and that third party does not retain or use the Australia Post Data for any other purposes; and
- Z. sell transfer distribute or otherwise deal with the Australia Post Data; and
- AA. use the Australia Post Data to Validate addresses.

For the purposes of **modelling and Insight** this Agreement shall include the following permissions and restrictions:

PERMITTED PURPOSE

Each of the purposes set out is a “Permitted Purpose” in respect of the use of the Insight by the End User:

- BB. use the Insight for its own internal purposes in respect of its own Existing Address Database;
- CC. to maintain and update records in an Existing Address Database of the End User;
- DD. use the Insight to update other records of the End User.

PROHIBITED PURPOSES

Each of the purposes set out is a “Prohibited Purpose” in respect of the use of the Australia Post Data or Insight:

- EE. sell, transfer, supply, distribute or otherwise deal with the Australia Post Data; and
- FF. sell, transfer, supply, distribute or otherwise deal with any Insight.

1. Interpretation

1.1. Definitions

1.1.1. **“Agreement”** means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.

1.1.2. **“AMAS”** means the Australia Post Address Matching Approval System, which is the AMAS Program.

1.1.3. **“AMAS Approved Software”** means the version of software produced by Experian (or Experian’s licensor) that encapsulates or uses the Australia Post Data and approved by Australia Post in accordance with AMAS which (when used in conjunction with the PAF) can validate, match and correct address files, and append correct DPIDs. The software shall include any modifications to that software or new releases or versions of that software approved by Australia Post in accordance with this Schedule.

1.1.4. **“AMAS Developers Guide”** means the Australia Post AMAS Developers Guide provided to Experian by Australia Post which documents the systems and procedures of the AMAS Program, and which is subject to change from time to time by Australia Post in accordance with the terms of the AMAS Developers Guide. If Australia Post reasonably considers that the change of the AMAS Developers Guide will have a material effect on Experian’s Solution, Australia Post will give at least 6 months’ prior notice to Experian.

1.1.5. **“AMAS Program”** means Australia Post’s Address Matching Approval System Program (documented in Australia Post’s AMAS Developers Guide) which is a system that evaluates and approves software based on the software’s ability to validate and match addresses, and append the correct DPID.

1.1.6. **“Australia Post”** means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post’s officers, employees, agents and contractors.

1.1.7. **“Australia Post Data”** means each data set which is supplied and licensed to Experian by Australia Post, and licensed by Experian to the End User, as specified in each Schedule.

1.1.8. **“Bureau Service”** means processing an Existing Address Database against Australia Post Data on behalf of other parties.

1.1.9. **“Business Day”** means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.

1.1.10. **“Claim”** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

1.1.11. **“Corporate Group”** means group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporations Act) of the Corporate Group Owner.

1.1.12. **“Corporate Group Owner”** means a Single Legal Entity that is the Holding Company (as

defined in the Corporations Act) of each of the other entities of the Corporate Group.

1.1.13. **“Corporations Act”** means the *Corporations Act 2001* (Cth).

1.1.14. **“DPID”** means Delivery Point Identifier.

1.1.15. **“End User”** means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by Experian in accordance with this Agreement.

1.1.16. **“Existing Address Database”** means an address owned or provided by Experian or a third party (including but not limited to an address which may be provided in a database, list, file or similar or provided as part of an interactive address capture process described as a “rapid” product as described in the AMAS Developers Guide), but which expressly excludes the Australia Post Data.

1.1.17. **“Insight”** means any additional information, attribute or insight that appended, linked or compiled from, or created using, any part of the Australia Post Data, including the following:

- using the PAF to append additional information, attribute or insight in relation to an address to an Existing Address Database;
- appending any information, attribute or insight to the PAF;
- deriving any information, attribute or insight from the PAF and appending it to another list or database; or
- using any part of the PAF (including a field, attribute, identifier or record) as a means to link any additional information, attribute or insight to any other data.

1.1.18. **“Intellectual Property Rights”** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

1.1.19. **“List Creation”** means the use of the Experian Solution by the End User to create a new record or records containing address information or to enter a new address for an existing record provided that:

- 1.1.19.1. the End User only uses the Experian Solution to Validate the address information for the record on or about the same time as the address is collected and entered into the End User’s records;
- 1.1.19.2. the records created by the End User this way must not include any information from the Australia Post Data (including but not

limited to DPID) other than the address information; and

- 1.1.19.3. the End User must not represent that its records have been verified against the Australia Post Data.
- 1.1.20. **“Loss”** means any damage, loss, cost and expense (including legal and other professional advisors’ costs and expenses) suffered by a party.
- 1.1.21. **“Material Term”** means clauses 3.1.3, 3.1.4 and 4 of this Agreement.
- 1.1.22. **“Permitted Purpose”** means the permitted purpose as defined in the relevant Schedule.
- 1.1.23. **“Personal Information”** has the meaning given in the *Privacy Act 1988* (Cth) (as amended).
- 1.1.24. **“Postal Address File”** or **“PAF”** or **“PAF Basic”** means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post may deliver mail, the information associated with each address record on the PAF consists of:
- 1.1.24.1. a DPID; and
- 1.1.24.2. the address details in a correct address format; and
- 1.1.24.3. reference files that contain common variations to the address details.
- 1.1.25. **“Privacy Law”** means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the *Privacy Act 1988* (as amended from time to time).
- 1.1.26. **“Prohibited Purpose”** means each of the prohibited purposes as defined in the relevant Schedule.
- 1.1.27. **“Related Body Corporate”** has the meaning in the Corporations Act.
- 1.1.28. **“Representative”** of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.
- 1.1.29. **“Single Legal Entity”** means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the *Financial Management and Accountability Act 1997* or an individual Commonwealth authority or company under the *Commonwealth Authorities and Companies Act 1997*.
- 1.1.30. **“Solution”** means Experian’s solution (including software, products and/or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and licensed to the End User under this End User Agreement.

1.1.31. **“Subsidiary”** has the meaning given in the Corporations Act.

1.1.32. **“Validate”** means matching, correcting (including adding missing data to an existing address), manipulating, sorting, comparing and/or validating an Existing Address Database, and **Validation** and **Validating** have corresponding meanings.

2. Licence

- 2.1. Experian grants to the End User a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.
- 2.2. If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.
- 2.3. Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.
- 2.4. For the avoidance of doubt, the End User shall not:
- 2.4.1. reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the Australia Post Data (or directly or indirectly allow or cause a third party to do the same) including by using the Australia Post Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
- 2.4.2. create a Product (as defined below) or other derivative works from the Australia Post Data to commercialise as their own, unless that Product is solely for one of the End User’s Permitted Purpose. “Product” means anything produced by End User which consists of, incorporates or is created using any part of the Australia Post Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.
- 2.5. This clause 2 (and the Prohibited Purposes) do not prevent the End User from disclosing Australia Post Data to the extent that it is required by law to disclose the Australia Post Data, provided that the End User use all reasonable and legal means to minimise the extent of

disclosure, and require the recipient to keep the Australia Post Data confidential.

3. Warranties and Acknowledgements

- 3.1. The End User represents and warrants that:
- 3.1.1. it has full capacity, power and authority to enter into this Agreement;
 - 3.1.2. it will fully and completely comply with all of the terms and conditions of this Agreement);
 - 3.1.3. it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
 - 3.1.4. it will not use the Solution for any Prohibited Purpose;
 - 3.1.5. it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
 - 3.1.6. it has not relied on any representation made by Australia Post in entering into the Agreement.
- 3.2. Without limiting clause 3.1, the End User acknowledges and agrees that, to the extent permitted by law:
- 3.2.1. Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to them being virus free;
 - 3.2.2. the Australia Post Data is not complete and it may contain errors; and
 - 3.2.3. the Australia Post Data may include data sourced from third parties. The End User agrees to comply with any third party terms and conditions which the End User is notified apply to the third party data referenced in this Agreement.

4. Confidentiality and Security

- 4.1. The End User must ensure that while the Solution is in its possession or control:
- 4.1.1. it provides proper and secure storage for the Solution; and
 - 4.1.2. it will use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
 - 4.1.3. it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.
- 4.2. The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.
- 4.3. The End User will ensure that all copies of the Solution are dealt with in accordance with Experian's or Australia Post's reasonable directions.

4.4. This clause 4 will survive termination or expiry of the Agreement.

5. Privacy

- 5.1. The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.
- 5.2. The End User agrees:
- 5.2.1. that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
 - 5.2.2. to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
 - 5.2.3. to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
 - 5.2.4. not to do any act or engage in any practice that would breach any Privacy Law;
 - 5.2.5. to immediately notify Experian if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;
 - 5.2.6. to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the *Australian Postal Corporation Act 1989*;
 - 5.2.7. to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
 - 5.2.8. to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
 - 5.2.9. to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.
- 5.3. This clause 5 will survive termination or expiry of the Agreement.

6. Intellectual Property Rights

6.1 The End User agrees that all Intellectual Property Rights in the Australia Post Data are and shall remain the sole property of Australia Post or its licensors.

6.2 The End User must notify Experian as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the Australia Post Data.

6.3 The End User must render all reasonable assistance to Experian and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2

6.4 If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow Experian (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

6.5 This clause 6 will survive termination or expiry of the Agreement.

7. Audit

7.1 The End User shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the End User's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.

7.2 If it is identified (through the Audit or otherwise) that the End User has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Experian, the End User will promptly take all necessary steps to rectify and/or remedy such non-compliance.

7.3. The cost of any Audit carried out under clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the End User for all reasonable costs of the Audit (including any agent's fees) and the End User shall so reimburse Australia Post within twenty (20) Business Days of such request.

7.4. For the avoidance of doubt, a "material breach" for the purposes of this clause 7 includes, without limitation, any breach of clause 6 in respect of Australia Post's Intellectual Property Rights, or any breach of this Agreement.

7.5. Where the End User does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 7 then the End User must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the End User's use of the Solution.

8. Liability

Australia Post not liable

8.1. To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User irrevocably releases and discharges Australia Post from all such Claims and Losses.

8.2. Clause 8.1 will not apply to any Claim or Loss suffered by the End User arising out of any fraud or wilful misconduct of Australia Post.

8.3. Without limiting clause 8.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

Indemnity

8.4. The End User must defend and indemnify each of Experian and Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:

8.4.1. any breach of a Material Term by the End User or its Representatives;

8.4.2. any unlawful act by the End User or its Representative in connection with this Agreement;

8.4.3. any illness, injury or death to any person arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or

8.4.4. any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative, except to the extent that the Loss is directly caused by the negligence, fraud or wilful misconduct or wrongful act or omission of those indemnified.

8.5. This clause 8 will survive termination or expiry of the Agreement.

9. Suspension and Termination

9.1. Experian may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:

9.1.1. the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;

- 9.1.2. the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from Experian specifying the breach and its intention to terminate the Agreement by reason of such breach; or
- 9.1.3. the End User commits a material breach of the Agreement which is not capable of remedy; or
- 9.1.4. in the reasonable opinion of Experian, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or Experian specifying the issues; or
- 9.1.5. the licensed right granted by Australia Post to Experian for the licensing of the Australia Post Data has been suspended or terminated.
- 9.2. The End User acknowledges that Experian may exercise its rights under clause 9.1 in accordance with the directions of Australia Post.
- 9.3. The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:
 - 9.3.1. any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
 - 9.3.2. any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.
- 9.4. If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the Australia Post Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and Australia Post Data, or any part thereof made, held or controlled by it and, promptly upon written request from Experian, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and Australia Post Data, and any part thereof, have been destroyed.

10. Variation

- 10.1. Pursuant to the agreement between Experian and Australia Post under which Experian is granted a licence to the Australia Post Data, Australia Post reserves the right to vary the terms of that agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, Experian may do so, provided that Experian gives the End User reasonable prior written notice of such variation (having regard to the period of notice received by Experian). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably

required by Experian to formalise and give effect to any and all variations made by Experian under this clause 10.1.

11. Changes in Legislation

- 11.1. Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and/or Experian must comply with any future legislation and/or Government policy which imposes binding restrictions or limitations on Australia Post's or Experian's use of the Australia Post Data, including any restrictions or limitations relating to the supply of Australia Post Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be varied accordingly.

12. Corporate Group Owner

[Guidance Note: Delete this clause if the End User is not a Corporate Group Owner.]

- 12.1. This clause 12 applies if the End User is a Corporate Group Owner.
- 12.2. The Corporate Group for the purposes of this Agreement consists of the following entities [#Party to insert the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group.].
- 12.3. The End User must ensure, and warrants that:
 - 12.3.1. each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement; and
 - 12.3.2. each entity of the Corporate Group is a Single Legal Entity.
- 12.4. The End User may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the End User under clause 2, subject to the following conditions:
 - 12.4.1. the End User must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the End User, would be a breach of this Agreement;
 - 12.4.2. the End User is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the End User; and
 - 12.4.3. all uses of the Solution and Australia Post Data by the Corporate Group members are deemed to be uses by the End User.

13. Relationship with Australia Post

- 13.1. Experian enters into a contract with the End User strictly for the purpose of ensuring Australia Post can protect its rights and interests in connection with the Australia Post Data.

13.2. The End User acknowledges that:

13.2.1. Experian has contractual and other legal obligations to Australia Post, and by entering into this Agreement the End User enters in to a contract on those terms and conditions set out in this Agreement that are necessary for Experian to enforce the terms of the Agreement and protect Experian's (and Australia Post's) interests, including, without limitation, all those clauses that refer to Australia Post; and

13.2.2. Experian holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and Experian may enforce those provisions on behalf of Australia Post.

14. General

14.1. The End User shall not, without Experian's prior written consent which may be provided or withheld in its absolute discretion, assign or sub-contract any of its rights and obligations under this Agreement.

14.2. Experian holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and Experian may enforce those provisions on behalf of Australia Post.

14.3. The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them

Australia Post Data Terms and Conditions

AUSTRALIA POST DATA TERMS AND CONDITIONS

If the Experian Data, Experian Materials, or Licensed Materials supplied to the Client are or include AP Materials, then the provisions below apply, in addition to the other provisions of this Agreement.

1. DEFINITIONS

- 1.1. “**AP Materials**” means any Australia Post Data, Experian Data, Experian Materials, and/or Licensed Materials that are, contain, include, or depend on data licensed by Experian from Australia Post.
- 1.2. “**Australia Post**” means Australian Postal Corporation (ABN 28 864 970 579).
- 1.3. “**Australia Post Data**” means each Australia Post data set that Experian supplies to the Client pursuant to this Agreement.

2. USE LIMITATIONS

- 2.1. The Client must not use AP Materials for any purpose that would, or would be reasonably likely to:
 - 2.1.1. cause harm to any person, adversely affect the reputation of Experian or Australia Post, be contrary to public expectations of Australia Post, be objectionable, or cause offence;
 - 2.1.2. constitute fraud, discrimination, harassment, or enable the avoidance of compliance with the law.
- 2.2. In using the AP Materials, the Client must comply with:
 - 2.2.1. any law;
 - 2.2.2. any direction or guidance from the Postal Information Ombudsman and Information Commissioner; and
 - 2.2.3. any reasonable directions from Australia Post communicated to the Client by Experian.
- 2.3. Without limiting any obligation in this Agreement of the Client in relation to the privacy, protection, use, disclosure, or storage of Personal Information, if the AP Materials include any Personal Information, the Client must:
 - 2.3.1. make appropriate disclosures of the collection of that Personal Information in its privacy policy and, if it uses the AP Materials to update Personal Information that it holds, must ensure that it had obtained sufficient consent from the relevant persons authorising it to update those records;
 - 2.3.2. not use those materials for the purposes of:
 - 2.3.2.1. debt recovery processing, including database updating or list processing for the purpose of debt collection activities;
 - 2.3.2.2. creating records for, or updating records belonging to, any third party;
 - 2.3.2.3. creating lists of persons who have changed address; or
 - 2.3.2.4. creating statistical analyses and reports.
- 2.4. Unless otherwise permitted under this Agreement, the Client must not supply or otherwise make available the AP Materials, or any Experian data derived from AP Materials, to any third party unless that third party is using the AP Materials or Experian data solely on behalf of the Client to provide services to the Client, and that third party does not retain, disclose, or use the AP Materials or Experian data for any other purpose.
- 2.5. Unless otherwise permitted under this Agreement, the Client must use AP Materials and/or any Experian data derived from AP Materials solely for the Client’s internal business purposes, and the Client must not on-sell or otherwise derive commercial gain from the on-supply of AP Materials or Experian data derived from AP Materials.
- 2.6. If this Agreement permits the Client to use the AP Materials to provide services to third party Client customers, the Client acknowledges that the restrictions on the use of the AP Materials and any materials created using the AP Materials apply equally to materials created by the Client using the AP Materials and supplied by the Client to its customers. The Client will be liable to Experian if a customer of the Client does anything with such materials that, if it had been done by the Client, would be a breach of this Agreement. Unless otherwise stated under this Agreement, the Client must, at least quarterly or at the same time as it is obliged to report on its use of the AP Materials to Experian (if more frequently), provide name and ABN details for each customer that has had the use or benefit of the AP Materials in the period since its last report.

3. OTHER RESTRICTIONS

- 3.1. The Client must ensure that all copies of the AP Materials held by it remain held in the country in which they were received by the Client, unless the Client obtains the express consent of Experian to transfer those materials to another jurisdiction.
- 3.2. Where obliged under this Agreement to notify Experian of unauthorised access to Personal Information, and the Personal Information comprises part of the AP Materials, the Client must notify Experian within 24 hours. In respect of any disclosures

of the unauthorised access to such Personal Information the Client must first obtain Experian's consent to the disclosure to any third party (such consent not to be unreasonably withheld or delayed).

- 3.3. The Client must keep and maintain accurate records of its use of the AP Materials for at least a period of seven (7) years, and make those records available in relation to any audit conducted under clause 4 below.
- 3.4. The Client acknowledges that Experian may suspend the Client's access to the AP Materials where required to do so by Australia Post.
- 3.5. The Client must promptly apply any update to the AP Materials supplied to it by Experian.
- 3.6. If the Client is receiving the AP Materials in the form of raw address information, the Client must not use the raw address information to validate addresses.
- 3.7. If a transaction limit is specified in this Agreement, the Client must take reasonable measures to ensure the quantity of Client address records processed using AP Materials does not exceed such limit. If the Client exceeds the transaction limit, then the Client will be liable for the pro rata fees and royalty payment for the overage.

4. LIABILITY

- 4.1. The Client agrees that the limits on liability and any liability exclusions set out in this Agreement do not apply to the extent that they would prevent or limit Experian from recovering from the Client or requiring the Client to contribute to any liability of Experian to Australia Post caused or contributed to by the Client's breach of these Australia Post Data Terms and Conditions.
- 4.2. Notwithstanding any other provision in this Agreement and in respect of or in connection with AP Materials only, neither party excludes or limits its liability to the other in relation to damage to tangible personal property or real property.

5. AUDIT

- 5.1. The Client shall permit Experian (on reasonable notice and during normal working hours) to audit the Client's compliance with these Australia Post Data Terms and Conditions in relation to the use of any AP Materials.

