

Australia Post data terms and conditions – Third Party Terms

1. Overview

These Australia Post data terms and conditions ("**Terms**") set out the terms and conditions that apply if you access or use Australia Post Data, AP Services and/or AP Licensed Materials under the Agreement. If there are any inconsistencies between these Terms and any other terms of the Agreement, these Terms will prevail.

2. Authorised Use

- 2.1 The authorised use of the AP Services is for your lawful internal business purposes (**Authorised Use**). This does not include any purpose that would or could be used:
- (a) for any fraudulent purpose, including identity theft;
 - (b) to discriminate against, harass, vilify, offend or stalk a person, or assist anyone else to do so; or
 - (c) for the purpose of avoiding compliance with any Laws.
- 2.2 You must only use the AP Services, AP Licensed Materials and/or any data derived from AP Licensed Materials for the Authorised Use.

3. Personal Information

- 3.1 You and we acknowledge that, except for AP Services that utilise NCOA data, the Australia Post Data provided to you will comprise address information only and won't identify the persons associated with any address. As such, it isn't expected to contain Personal Information at the time provided by us to you. However, when combined with other data, it may constitute Personal Information when held by you.
- 3.2 In relation to any Australia Post Data which becomes Personal Information as a result of its combination with other data held by you, or any NCOA data that contains Personal Information, you must comply with all Privacy Laws in relation to that Personal Information.
- 3.3 If you receive any Personal Information in connection with the AP Services you must comply with all Privacy Laws and any regulatory directions and guidance, including any directions or guidance provided by the Postal Industry Ombudsman or the Office of the Australian Information Commissioner.

4. NCOA data

- 4.1 if your AP Services include receiving any NCOA data from Australia Post, you acknowledge and agree that:
- (a) the persons identified in the NCOA data have each requested that Australia Post arrange for the redirection of their mail, subject to the Australia Post terms and conditions for that service and privacy policy; and
 - (b) you may use information derived from the NCOA only in circumstances where you already hold Personal Information concerning the relevant person and have that person's express or implied consent or are permitted or obliged by Law to correct or verify the accuracy of the Personal Information you hold. You are solely responsible for obtaining any consent required from a person for us to provide the NCOA data to you.
- 4.2 You must not use NCOA data for the purposes of:
- (a) debt recovery processing, including database updating or list processing for the purpose of debt collection activities;
 - (b) creating records for, or updating records belonging to, any third party;
 - (c) creating lists of persons who have changed address; or
 - (d) creating statistical analyses and reports.

5. Your obligations

- 5.1 You must not store, process, export, disclose or transfer, or permit the export, disclosure or transfer of, any Australia Post Data outside of country in which it was received by you, or otherwise allow any person outside of that country to access any Australia Post Data, unless we have provided written consent.
- 5.2 Unless otherwise permitted under these Terms, you must not:
- (a) create any derivative works using the AP Licensed Materials; or
 - (b) on-sell or otherwise derive commercial gain from the on-supply of AP Licensed Materials or data derived from AP Licensed Materials.

6. Other terms

- 6.1 You agree to permit us (on reasonable notice and during normal working hours) to audit your compliance with these terms and conditions in relation to the use of any AP Licensed Materials.

7. Definitions

Agreement means the agreement between you and us which includes the provision of AP Services.

AP Services means any service we provide to you which utilises the AP Licensed Materials made available through the internet or on-premises.

AP Licensed Materials means any Australia Post Data, software, scorecards, and documentation developed by us and/or licensed by us to you in connection with the Agreement that are, contain, include, or depend on data licensed by us from Australia Post.

Australia Post means Australian Postal Corporation (ABN 28 864 970 579).

Australia Post Data means any Australia Post data that we supply to you under the Agreement, as set out in the Data Guide (including from the NCOA, as applicable).

Data Guide means the Australia Post document (as updated from time to time) setting out the scope of Australia Post Data and the guidelines for accessing and using postal address file as located at: www.auspost.com.au/dataguide.

NCOA means Australia Post's National Change of Address database.

Personal Information has the meaning given to that term in the Privacy Law.

Privacy Law means the *Privacy Act 1988* (Cth) in Australia or the *Privacy Act 2020* (NZ) in New Zealand.

We, our, us means the party identified as 'Experian' in the Agreement

You, your means the party identified as the 'client' in the Agreement.