

Consumer Risk Services - Australia

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Part 1– Consumer Risk Services general terms

Part 1 applies to all Consumer Risk Services in Australia.

1 What is this document?

1.1 It applies to Consumer Risk Services in Australia

This Product Schedule only applies to Consumer Risk Services in Australia. All references to Services in this Product Schedule refer to Consumer Risk Services.

1.2 Definitions

Capitalised terms used in this Product Schedule have the meaning given to them in the Work Order, or the:

- Experian Dictionary**, accessible at www.experian.com.au/terms.
- Privacy Act 1988 (Cth) (Privacy Act)** for the terms: Consumer Credit, Consumer Credit Related Purpose, Credit Provider, Credit Reporting Body, Credit Information, Credit Reporting Information and Default Information; and
- Principles of Reciprocity and Data Exchange (PRDE)** for the terms: Comprehensive Information, Negative Information, Partial Information and Tier Level.

2 How do we provide the Services?

2.1 We operate under applicable Laws and industry rules

Our ability to provide the Services is subject to Law (including Privacy Laws) and where applicable, the PRDE.

2.2 We use our consumer bureau

We use our Related Body Corporate, Experian Data Registries Pty Ltd (ABN 38 101 620 466), a Credit Reporting Body (our **Consumer Bureau**) to provide some of the Services to you. If you reference us as a Credit Reporting Body (e.g. in your privacy policy or otherwise), those references should refer to our Consumer Bureau.

2.3 We rely on Third Parties

When providing our Services, we rely on information provided to us by Third Parties (e.g. third party credit providers). We and our Related Bodies Corporate may record and disclose your use of the Services to Third Parties.

3 What are your obligations?

3.1 Service eligibility

If the Services involves:

- you providing us with Credit Information; or
- us providing you with Credit Reporting Information,

then you may only use the Service if you are a Credit Provider or are otherwise allowed under Privacy Laws.

3.2 Compliance with Privacy Laws

Before providing information about a person to us, or receiving it from us, you must:

- a. obtain all necessary consents and issue all notices and disclosures required by Privacy Laws; and
- b. verify the person's identity as required by applicable Laws.

You must keep records of these steps and share them with us on request.

3.3 Providing and using information

If you provide us with Credit Information (including Default Information) in connection with a Service, you must:

- a. ensure that the information can be lawfully listed with a Credit Reporting Body;
- b. ensure the information is accurate, up to date, and complete. If you become aware that any information you have provided to us is inaccurate, out of date or incomplete, you must promptly take all necessary steps to correct that information; and
- c. comply with your express notification obligations under the Privacy Act before providing any Default Information to us.

You must use any Credit Reporting Information we provide you only for Consumer Credit Related Purposes.

The *Privacy (Credit Reporting) Code 2024* requires Credit Reporting Bodies to establish an audit program to assess Credit Providers' compliance with Privacy Laws. If you are a Credit Provider, you will provide us reasonable assistance in carrying out these audits.

3.4 Using the Services

You must:

- a. only use the Services for the Authorised Use and in line with their intended purpose and applicable Laws;
- b. implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity to access the Services;
- c. use the Services on up to date and secured hardware, networks, systems and software;
- d. comply with all technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- e. keep all Credentials secure and confidential. If there is any unauthorised use of Credentials, you must promptly notify us, change the affected Credentials (if you can), and follow our reasonable instructions;
- f. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processes, or harmful code;
- g. ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- h. restrict access to the Services to you, your Authorised Users only; and
- i. if you use any third-party systems, platforms or service providers in connection with your use of the Services, ensure that those third-party service providers comply with the obligations under this clause 3.4.

Unless required by Law, you must not voluntarily produce any Experian Data in legal proceedings or identify us, our Related Bodies Corporate, the Services, or our Confidential Information as a source of reference.

3.5 Use of AI Technology

- a. You must not use (or allow any third party to use) Experian Data to develop, improve, train, validate or benchmark any artificial intelligence, machine learning or similar technologies, systems or agents (**AI Technologies**). Any technology, information, data or materials created using Experian Data in a way that does not comply with this clause are owned by us, treated as our Confidential Information, and you assign all IP Rights in them to us.
- b. For clarity, you may use Experian Data in AI Technologies solely to produce individual results within the Authorised Use, provided that no Experian Data (including any subset or derived data) is retained by any third party (including AI Technology providers).

3.6 You are responsible for Authorised Users

- a. If Authorised Users access the Services, you:
 - i. must maintain a list of Authorised Users and share it with us on request;
 - ii. must ensure that your Authorised Users comply with the Agreement and our reasonable directions to use the Services;
 - iii. are responsible for your Authorised Users' use of the Services; and
 - iv. acknowledge that we may disable Authorised Users that are deemed inactive or we reasonably suspect have breached the Agreement.
- b. If an Authorised User no longer needs access to the Services, you must remove their access. Anyone with access will be considered authorised by you.

- c. We may monitor your Authorised Users use of the Service to ensure your compliance with the Agreement, our security standards and to prevent fraud and unauthorised use. You are responsible for obtaining any necessary consents from your Personnel and Authorised Users in relation to this clause.

3.7 You are responsible for how you use the Services

You are solely responsible for any decisions made (or not made) by you or your Authorised Users in relation to the use of the Services.

4 How do we manage intellectual property?

4.1 Ownership and licensing of Existing IP

You and we each own and continue to own all of our respective Existing IP. If any of your Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Existing IP to the extent required to deliver the Experian Services or comply with Law as a Credit Reporting Body.

4.2 We and our licensors keep our IP in the Services

We (or our licensors) own all right, title, and interest, including IP Rights, in the Services at all times. We don't, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.

4.3 IP created during Service provision

All right, title and interest, including IP Rights, in any Enhancements or Joint IP vests in us on creation. If you acquire any IP Rights in any of our Services, Enhancements, or Joint IP, you:

- a. assign those IP Rights to us (or our licensor) with effect from acquisition; and
- b. agree to do all things reasonably required by us to give effect to such assignment.

4.4 Licence to use APAC ID™

We grant you a non-exclusive, revocable, limited and personal licence to use the APAC ID™ (excluding linkage APAC ID) solely for identification purposes and the Authorised Use.

Part 2 – Service-specific terms

Each set of service specific terms applies only to the Service of the same name (or as otherwise set out below)

5 Consumer Bureau service terms

5.1 Obligations in relation to the PRDE

The Services are based on principles of reciprocity as set out in the PRDE.

- a. **If you are a signatory to the PRDE**, you must:
 - i. observe and comply with the PRDE;
 - ii. provide us with all Credit Information required by your nominated Tier Level. We'll provide Credit Reporting Information to you at the same Tier Level; and
 - iii. provide Credit Information in line with the current and supported versions of the Australian Credit Reporting Data Standards (**ACRDS**), as updated from time to time.
- b. **If you are not a signatory to the PRDE**:
 - i. you will not receive Partial Information or Comprehensive Information provided by PRDE signatories, unless you are otherwise permitted under the PRDE (e.g. a mortgage insurer for a mortgage insurance purpose, or a trade insurer for a trade insurance purpose); and
 - ii. to receive Partial Information or Comprehensive Information, you must provide us equivalent information for all of your customers.

6 Two-step credit enquiry service terms

6.1 When this section applies

This section applies where you access our Consumer Bureau by a credit application process that involves both:

- a. **Step 1**: using the person's Experian credit score to provide an indicative cost of credit; and
- b. **Step 2**: obtaining all relevant data to make a final credit decision to approve, decline, or refer the application.

6.2 Consumer Bureau terms also apply

Section 5 of this Product Schedule (Consumer Bureau service terms) also applies to this Service.

6.3 Your obligations

- a. You must ensure the person has given consent for their Credit Information to be used in both steps of the credit application process; and
- b. only process the person's credit application after you have completed both steps.

7 Consumer Account Management service terms

7.1 Authorised Use

The Authorised Use of this Service is for you to assist people to avoid defaulting on their consumer credit obligations. You must use any Credit Reporting Information we provide you for the Authorised Use only.

7.2 You must provide your criteria

You need to let us know (based on our list of options) your criteria for identifying significant risk of default. Significant risk of default means a situation where a consumer may be at a significant risk of defaulting on their consumer credit obligations (as set out in section 16 of the *Privacy (Credit Reporting) Code 2024*).

8 Comprehensive Reporting Portal (CR Portal) service terms

8.1 Service access

We'll provide you access credentials to login, manage and configure the data that you submit to Credit Reporting Bodies using this Service.

8.2 Authorised Contact

You must provide contact details of person we can work with for the Service (**Authorised Contact**). They will need to understand your requirements and be able to help us deliver the Service to you. If your Authorised Contact changes, you must let us know as soon as you can.

8.3 You must provide Comprehensive Information

You must provide us Comprehensive Information on all portfolios by uploading this information into the CR Portal. The information must be provided in line with our formatting requirements and the current and supported versions of the Australian Credit Reporting Data Standards (**ACRDS**), as updated from time to time.

We'll upload the information that you provide to us to our Consumer Bureau and any other Credit Reporting Bodies (as instructed by you) within 10 Business Days of your upload to the CR Portal.

9 Corrections Exchange (CorrEx) service terms

9.1 Authorised Use

The Authorised Use of this Service is for you to manage requests for correction of Credit Information.

9.2 Your obligations

If you submit a correction request via the Service, you'll manage it through to closure in line with Privacy Laws.

10 Collector 360 service terms

10.1 Authorised Use

The Authorised Use of this Service is to review and update contact details of people that you have a business relationship with. You must not use the Service (or let anyone else use it) to look up someone's name or address based on their phone number (also known as a reverse search).

11 Credit Report for Commercial Purposes terms

11.1 Information we provide

The Service is available to commercial credit providers. The report only includes publicly available information and credit information for commercial purposes. It doesn't include any consumer credit reporting information.

12 Public Record Report terms

12.1 Information we provide

The Public Record Report only includes publicly available information. It doesn't include any consumer credit reporting information.