

Open Data Solutions

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Part 1– Open Data Solutions general terms

Part 1 applies to all Open Data Solutions services

1 What is this document?

1.1 It applies to Open Data Solutions

This Product Schedule only applies to our Open Data Solutions products and services. All references to Services in this Product Schedule refer to Open Data Solutions. For clarity, this Product Schedule doesn't apply to any open banking services or other CDR related 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.

2 How do we provide the Services?

2.1 We may use our Related Bodies Corporate

We may use our Related Bodies Corporate, Experian Open Data Solutions Pty Ltd (in Australia) and Experian Open Data Solutions (NZ) Limited (in New Zealand) to provide the Services.

3 What are your obligations?

3.1 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 applicable 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. ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- g. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processes, or harmful code;
- h. restrict access to the Services to you, your Authorised Users only;
- i. only use the Services on hardware, networks, systems and software that meet any minimum specifications notified by us from time to time; and
- j. ensure that you don't provide us with any CDR Data in connection with the Services; and

- k. 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 3.1. 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.

3.2 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).

3.3 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.

3.4 Restrictions on NRS Payments Information

- a. Where the Location is Australia, you must ensure that any transaction data provided to us doesn't contain NRS Payments Information. To the extent permitted by Law, we have no liability to you in connection with the disclosure or processing of NRS Payments Information (including by an End User).
- b. We will use reasonable efforts to identify and delete any NRS Payments Information provided for Transaction Enrichment Services prior to further processing in providing the Service, but we don't guarantee that all NRS Payments Information will be identified, excluded from processing, or not stored or provided to you.

3.5 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.

4.2 We don't transfer any IP Rights in the Services

We retain (and don't, at any time, transfer) any ownership rights, including IP 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 You may use some of our IP

We grant you a limited, non-exclusive, revocable, non-transferable licence for the Service Term to use the following trademarks and logo in the Location on your business website and marketing documents solely in connection with the use of the Service (whether published by you or a third party):

- a. our trade marks 1997235, 1874825 and 1874828 (Australia) and 1116435, 1116436 and 1116437 (New Zealand); and
- b. our “BankStatements” logo,

for the exclusive and limited purpose of representing that you are using the Services. Any use of the above must be in line with our reasonable directions (as notified to you from time to time).

This clause 4.4 doesn't apply to Transaction Enrichment Services (as described in clause 5.1).

4.5 We may use your IP

To the extent required to provide the Services, you grant us a non-exclusive, non-transferable, royalty-free licence to use your IP Rights for the Service Term for the exclusive purpose of providing the Services and to integrate your trade names, trademarks or other intellectual property into any software interface.

Part 2 – Service-specific terms

Each set of service-specific terms applies only to the Services described in each section below.

5 Transaction Enrichment Services terms

5.1 When this section applies

This section applies to our transaction enrichment services, where we enrich banking transaction data with merchant details and other information (**Transaction Enrichment Services**). This includes the following Services: Web Portal, Search API, Merchant Lookup API, BSB Lookup API, BPAY Lookup API, and Money Tracker.

5.2 Authorised Use

You may only use the Services to more accurately describe the source of your customer's banking transactions and for any other Authorised Use set out in this Product Schedule or a Work Order, including:

- a. for Web Portal, to assist with “live” queries from your customers about unrecognised transactions; and
- b. for Money Tracker, to provide your customers a breakdown of their transactions by category and merchant.

You must not use the Services in relation to any transaction data that isn't yours or is obtained from other digital data capture services or other third parties.

5.3 Using the Services

- a. If the Services are provided to you via an API, you're responsible for integrating your API using real time calls to our API.
- b. We will only provide you with merchant details of card-accepting merchants in the Location.
- c. If we provide Money Tracker, the Service doesn't include custom mapping of your transaction categories to our transaction categories or access to our end-user recategorisation. The Service is limited to expense categories only and doesn't include income or tags.
- d. We may use de-identified data, including feedback from your customers and Terminal Description information to correct, update or improve the Experian Services.
- e. We can't delete any Terminal Description information you have provided to us, or which is contained in the transaction data.
- f. You must not cache or store any data we provide to you.

5.4 Use of merchant logos

If we provide any merchant logos to you as part of the Services:

- a. we expressly exclude any representations or warranties in respect of the merchant logos (including in respect of ownership or licensing);
- b. your use of any merchant logos is entirely at your own risk; and
- c. we aren't liable to you for any claim or loss arising from or in connection with us providing the merchant logos to you or your use of any merchant logo.

5.5 Support we provide

We will provide the following support to you during our standard business hours.

Details of support we provide

Pre-production support	<ul style="list-style-type: none"> access to our developer portal containing our latest API reference guide and postman collection script. sandbox API key and sandbox environment for you to test the software. testing API key that provides access to our test and staging environments for you to test the Service on our full transaction enrichment dataset, up to the number of API calls set out in the Work Order. support for your testing of the Services. consultative guidance and advice on matters relating to deploying the Services in your API as set out in a Work Order.
Production and post-production support	<ul style="list-style-type: none"> at your request, the production API key that provides access to our API and the production environment. Once we provide this, all pre-production support services (above) will stop. post “go-live” and for the rest of the Service Term, we’ll provide ongoing access to our test and staging environments up to the number of API calls as set out in the Work Order.

6 End User Services terms

6.1 When this section applies

This section applies if we provide Services that involve us retrieving and/or processing a person’s Account Information (**End User Services**). This includes the following Services: BankStatements, BankFeeds, StatementOCR, Categorisation, Transaction Risk Score, Switch, Authenticate, Broker Flow and Responsible Lending Portal.

6.2 We require authorisation from End Users

We’ll only provide the Services for an End User if they’ve given their authorisation, as set out below (**Authorisation**). We can only provide the Services for as long as the Authorisation is in place.

How is Authorisation provided?

If you direct End Users to the BankStatements website	Authorisation is provided directly to us by the End User when they agree to the End User Terms via the website. This gives us permission to access and use their End User Credentials and Account Information.
If you provide Account Information to us directly	<p>You must obtain the Authorisation from the End User (for example, by linking to the End User Terms in your engagement terms).</p> <p>You must keep records of the Authorisations and provide them to us within 30 days if we ask.</p> <p>If an Authorisation is withdrawn, you must let us know right away.</p>

Except as otherwise set out in this Product Schedule, we may de-identify and use the Account Information to improve the Experian Services and create other data products (as authorised by the End User).

6.3 Your obligations

You are solely responsible for letting each End User know what type of Authorisation they are providing to us:

Authorisation types

Single use Authorisation	Authorisation for us to use the End User Credentials to perform a once-off retrieval of the Account Information (in accordance with the End User Terms). The End User Credentials are destroyed after use.
Ongoing use Authorisation	Authorisation for us to use and retain the End User Credentials to retrieve Account Information on an ongoing basis (in accordance with the End User Terms). The End User Credentials are encrypted and only used when retrieving Account Information. We can only retrieve Account Information on an ongoing basis if we have current End User Credentials.

Note: Account Information retrieved using End User Credentials is encrypted to pass to you and retrieval service logs are retained for 72 hours (unless otherwise agreed).

If a Service requires an End User to provide taxation information as part of their Account Information, we will only do this as a Single Use Authorisation. No tax file number information will be provided to you (and you must not represent that it is).

7 Portal Services terms

7.1 When this section applies

This section applies when we provide you access to an online portal to use the Services and access stored data for the following Services: Responsible Lending Portal, Broker Flow and BankFeeds (**Portal Services**).

7.2 Data retention periods

We'll retain and securely store the Account Information (including any updates or modifications to the Account Information made by you) for the retention period set out below:

Service	Retention period
Responsible Lending Portal	From the date the Account Information is provided to us until 7 years from the date of the last update (subject to any change to the Authorisation).
BankFeeds	
Broker Flow	For 30 days from the date the Account Information is accessed by us.

Note: You can access the Account Information until the retention period ends or the Service Terms ends, whichever comes first. At the end of the Service Term, you have 30 days to request a copy of the Account Information stored by the Service. After that, you will no longer be able to access it.

8 Transaction Risk Score service terms

8.1 When this section applies

This section only applies to our Transaction Risk Score Service where the Location is New Zealand.

8.2 Using the Services

- a. You authorise us to act as your agent to collect, hold and use Account Information on your behalf, for the purpose of providing the Service (and any related Services) to you.
- b. We will not use the transaction risk score or any Account Information for any purpose except to provide the Service (and any related Services) to you.
- c. We may suspend, amend or terminate the Service immediately on written notice if we reasonably consider it necessary to comply with applicable Law or directions or guidance from a Regulator.