



# Marketing Portal API Application

Equifax Australia Marketing Services Pty Limited  
ABN 88 071 215 328 (Equifax)  
V1.1 January 2025

**NOTE:** This form is to be used ONLY for Marketing Portal API Applications

## Step 1: Your Company Details

Company Name:

Trading Name:

ACN/ABN:

Trading Address:

Postal Address:

Phone Number:



Step 2: Your Account Contacts			
Principal Business Contact *		Principal Billing Contact *	
Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Position:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal Marketing Contact:		Principal Technical Contact *	
Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Position:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email:	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Step 3: Available Services

Specify the service(s) you wish to sign up for by indicating below; fees and charges apply (documented separately) for the use of these services and are subject to change.

**Validation Service: API**

Validate the details your customers are entering in real-time to ensure that customer information is correct and that they can receive your notifications.

**Address TypeAhead**

Speed up account creation and checkout by suggesting accurate addresses in real time, reducing errors and improving customer experience

**Address Validation**

Ensure accurate and deliverable addresses, reducing shipping errors and costs while enhancing customer satisfaction

**Email Validation**

Verify email addresses instantly to minimise bounce rates, improve deliverability and enhance your email marketing effectiveness

**Phone Validation**

Verify phone numbers to ensure accurate communication, reduce failed contacts rate and improve customer support efficiency

**Enhancement Service: API**

Understanding who your customers are, what they want and when they need it is an ongoing challenge. Enhance your consumer and commercial data with key attributes at *point of entry* to your database.

**Consumer Enhancement**

Gain deeper insights into customer preferences, behaviours and lifestyle choices to create personalised marketing messages.

**Commercial Enhancement**

Enrich your commercial data with business attributes and firmographics allowing for more targeted B2B strategies.



## Step 4: Credit Disclosure

Equifax may agree to provide services to you under this application with payment terms in arrears – that is, on credit. In order to process your application we may need to obtain personal credit information. Any defaults on credit granted may be listed with a credit reporting agency.

I/we agree that for the purposes of processing my/our application:

### **1. That Equifax may seek consumer credit information**

Equifax Australia Marketing Services Pty Limited, or another member of the Equifax group, may seek consumer credit information if Equifax considers it relevant to assessing my/our application for commercial credit and I/we agree to Equifax obtaining from a credit reporting body(ies) information about me/us in relation to commercial credit provided by Equifax.

### **2. Exchanging information with other credit providers**

I/we agree to Equifax obtaining personal information about me/us from other credit providers, whose names I/we may have provided to Equifax or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to the company.

### **3. Listing credit default information**

I/we agree that if I/we default on our account, Equifax may list information about my/our credit default with a credit reporting agency.



## Step 5: Authorisation

I/we confirm the information provided above is accurate.

I/we acknowledge and accept the Terms and Conditions set out below.

I/we agree that the applicable Fees and Charges will be invoiced, and are payable, monthly unless agreed otherwise in writing.

I/we understand that my/our account continues until such time as it is cancelled by either party.

I/we understand that if I/we cancel our account at any time any outstanding charges will be payable upon cancellation. I/we understand that all related charges for our use of services will appear on our invoice as issued by Equifax.

I/we acknowledge and accept responsibility for charges incurred by all users under this account.

**Full Name**

**Title**

**Signature**

**Date**

*Who warrants he/she has the capacity to commit the applicant to this application.  
Please sign and scan or insert your name/digital signature.*



## Equifax Internal Use Only

Client Name

Subscriber Code

Branch Code

Account Manager

## Terms and Conditions

Equifax Australia Marketing Services Pty Ltd  
Marketing Portal Terms and Conditions  
Effective from January 2025

### 1. General terms

1.1 This agreement applies when we, Equifax Australia Marketing Services Pty Limited ABN 88 071 215 328 (Equifax) supply any of our information services (our services) to you, our customer.

Additional terms may apply to some of the services we supply – we will tell you if additional terms apply to any service you use.

1.2 Our services include telephone, address or email validation and other data services.

1.3 The Equifax Terms of Supply as published at [www.equifax.com.au](http://www.equifax.com.au) from time to time must be read in conjunction with the terms of this agreement and are incorporated into this agreement with the necessary changes being made. To the extent that there is any inconsistency between the Terms of Supply and the terms of this agreement, the terms of this agreement will prevail to the extent of any inconsistency.

1.4 You must not access our private application programming interface (API) by any means other than those permitted by us. Use of our API is subject to a separate set of terms available on our website.

1.5 You must comply with all Laws that apply to the data or other information that we provide to you as part of our services, including the Privacy Act, the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth) and



the Telecommunications Act 1997 (Cth). Except as permitted by the Spam Act, you must not use any telephone numbers or email addresses (provided by us as part of our services) for any electronic advertising, marketing or solicitation.

1.6 The definitions in the Terms of Supply have the same meaning in this agreement and this agreement will be construed and interpreted in the same way as the Terms of Supply.

## 2. Address validation and data licence

2.1 In addition to the Terms of Supply and the other terms of this agreement:

- (a) Schedule 1 will apply to the supply of our address validation services which include Australia Post Data; and
- (b) Schedule 2 will apply when we supply data to you for the purposes of direct marketing.

### Schedule 1

#### Address validation (Australia Post end user terms)

## 1 Interpretation

### 1.1 Definitions

Australia Post means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.

Australia Post Data means each data set which is supplied and licensed to the Licensor by Australia Post, and licensed by the Licensor to the End User in accordance with this Schedule.

Business Day means a day which is not a Saturday, Sunday or a national public holiday in Victoria, Australia.

Claim means any claim, action, proceeding or investigation of any nature or kind and includes the allegation of a claim.

DPID means Australia Post's unique "Delivery Point Identifier" for each address in the PAF.

End User means you, being a third party authorised to use the Solution granted by the Licensor in accordance with this Schedule.

Intellectual Property Rights means all rights ordinarily falling within the scope of the term, including:

- a) existing and future copyright;
- b) rights in designs, patents, semiconductors and circuit layouts;
- c) rights in trade marks and in business and company names; and
- d) all rights in any applications for or registrations of the rights described in (a)-(c) above, whether registered or unregistered, whether registrable or not and existing in Australia or elsewhere in the world..

Licensor means us (Equifax or our related body corporate Equifax Pty Limited, as the context requires).

List Creation means the use of the 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:

- a) the End User only uses the Solution to validate (as defined in the definition of Permitted Purposes below) 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;
- b) the records created by the End User this way must not include any information from the PAF (including but not limited to DPIDs) other than the address information; and
- c) the End User must not represent that its records have been verified against the PAF;

Loss means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

Material Term means each of clauses 2, 4, 5, 6 and 8 of this Schedule.



PAF means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post delivers mail and which includes a DPID for each address record.

Permitted Purpose means each of the following:

- a) the preparation of mailing lists and/or databases by the End User of the End User's existing address database by correcting and validating addresses for its internal business purposes only:
  - a. by matching, correcting, manipulating, adding to, sorting, comparing, and/or validating (collectively "validating") addresses; and
  - b. by appending DPIDs to validated addresses; and
  - c. by matching of individual DPID's to a corresponding address;
- b) using the Solution for List Creation and disclosing the records created pursuant to List Creation to any person, on the condition that:
  - a. the End User does not use the Solution to perform List Creation on behalf of another person, or as part of data entry services that the End User offers to another person; and
  - b. the End User does not systematically use the Solution to create a list or set of records that is substantially similar or competitive to the PAF; and
  - c. disclosing the validated addresses (created through one of the other Permitted Purposes and in accordance with this Schedule) to another person (including subsidiaries, agents and franchisees of the End User), on the condition that:
    - a. the recipient will not (and agrees not to) disclose the validated address to any other person; and
    - b. the recipient will only use the validated addresses for purposes that are directly related to the internal business purposes of the End User and not any other purpose,
  - d) provided that in each case:
    - a. no software, list or database may contain functionality which allows reverse engineering of the PAF or the Solution or any use any not permitted by this Schedule;
    - b. the End User must not transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with or commercially exploit the whole or any part of the PAF or the Solution (or directly or indirectly allow or cause a third party to do the same) including by using the PAF or the Solution to derive other products and/or services;
    - c. except as expressly stated elsewhere in this Schedule, the End User must not use the Solution and / or the PAF to validate addresses of any third party database on behalf of a party that is not the End User;
    - d. the End User must not add data, a link or a field to the PAF, which has the purpose or effect of allowing the appending of non-PAF data to the PAF; and
    - e. the End User must not extract addresses from the PAF and either add it to an existing address database, or use it to create a new address database.

Personal Information has the meaning given to that expression in the Privacy Act 1988 (Cth).

Privacy Laws means any applicable privacy or data protection Laws relating to the collection, use, processing, disclosure, storage or granting of access to Personal Information which may include the Privacy Act 1988 (Cth) and any binding ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of them.

A 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.

Solution means the Licensor'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 Schedule.



## 2 Licence

2.1 Licensor 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 accordance with the terms and conditions set out in this Schedule.

2.2 Any rights not specifically granted to the End User under this Schedule are reserved to the extent permitted by Law and the End User must only use the Solution for a Permitted Purpose.

2.3 For the avoidance of doubt, the End User must not:

a) 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 Schedule; or

b) 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 Purposes. "Product" means anything produced by the 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.

2.4 The Recipient must not:

(i) export, disclose or transfer, or permit the export, disclosure or transfer of, any Australia Post Data outside Australia, or otherwise allow any person outside Australia to access any Australia Post Data; or

(ii) store or process any Australia Post Data in or using any cloud infrastructure situated outside of Australia, except with the prior written approval of the Licensor.

2.5 This clause 2 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 uses all reasonable and legal means to minimise the extent of disclosure, and requires the recipient to keep the Australia Post Data confidential.

## 3 Warranties and acknowledgements

3.1 The End User represents and warrants that:

a) it will not make any representation, statement or promise in respect of Australia Post; and

f) 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:

a) Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to it being virus free;

b) the Australia Post Data is not complete and it may contain errors; and

c) 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 Schedule.

## 4 Confidentiality and Security

4.1 The End User must ensure that while the Solution is in its possession or control:

a) it provides proper and secure storage for the Solution; and

b) it uses 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);

c) 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 must ensure that all copies of the Solution are dealt with in accordance with the Licensor's or Australia Post's reasonable directions.

## 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:

- a) 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 Laws;
- b) to use or disclose Personal Information obtained during the course of this agreement only for the purposes of this agreement;
- c) 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;
- d) not to do any act or engage in any practice that would breach any Privacy Laws;
- e) to immediately notify the Licensor 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;
- f) to cooperate with any reasonable demands or inquiries made by the Licensor or Australia Post as a result of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Laws or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
- g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Laws and other obligations referred to in this clause;
- h) 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
- i) to comply with any direction given by the Licensor or 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.

## 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 the Licensor 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 the Licensor 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 the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

## 7 Audit

7.1 The End User must 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 this agreement, for the purpose of verifying and monitoring the End User's obligations under this Schedule (the Audit) and must 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 the Licensor, 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 will be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Schedule, in which case Australia Post will 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 must reimburse Australia Post within 20 Business Days of such request.

7.5 If 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 20 Business Days of the date of Australia Post's invoice in respect of the same, and the Licensor 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, each of the Licensor and 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 the Licensor 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:

- a) any breach of a Material Term by the End User or its Representatives;
- b) any unlawful act by the End User or its Representative in connection with this agreement;
- c) 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
- d) 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.

## 9 Suspension and Termination

9.1 The Licensor 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:

- a) the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any Law;

- b) the End User breaches the terms of this agreement and the breach is not remedied within 14 days after receipt of notice from the Licensor specifying the breach and its intention to terminate the agreement by reason of such breach; or
- c) the End User commits a material breach of the agreement which is not capable of remedy; or
- d) in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a solution which has the effect or potential to damage the reputation of the Licensor or Australia Post which is not remedied within 14 days after receipt of notice from the Licensor or Australia Post specifying the issues; or
- e) the licensed rights granted by Australia Post to the Licensor for the licensing of the Australia Post Data has been suspended or terminated.

9.2 The End User acknowledges that the Licensor 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:

- a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
- b) clauses 4,5,6 or 8 or 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 the Licensor, 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 the Licensor and Australia Post under which the Licensor 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, the Licensor may do so, provided that the Licensor gives the End User reasonable prior written notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor 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 the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor'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 Australia Post Data Principles

12.1 The End User acknowledges and agrees that Australia Post is a government business enterprise and, as such, it must have regard to community expectations and public policy when conducting its activities.

12.3 In addition to any limitations or requirements set out in the Permitted Purposes, the End User must adhere to the following principles (the Data Principles) when accessing, using or resupplying any Australia Post Data:

- i) the Solution must not be used in any way that is likely to (as determined by Australia Post, acting reasonably):
  - (A) cause harm, including financial, physical or psychological harm, to an individual;
  - (B) adversely affect the reputation or commercial interests of Australia Post;
  - (C) be contrary to the expectations of public trust in Australia Post;
  - (D) be contrary to the values of Australia Post; or
  - (E) be objectionable to the Australian community;
- ii) the Solution must not be used:
  - (A) for any fraudulent purpose, including identity theft;
  - (B) to discriminate against, harass, vilify, offend or stalk a person, or assist any other party to engage in such conduct; or
  - (C) for the purpose of avoiding compliance with any Laws, including Laws regarding modern slavery;
- iii) without limiting the End User's obligations under clauses i) or ii), if the End User receives any Personal Information from any Australia Post Data under this agreement, the End User must:
  - (A) where practicable (irrespective of whether it is required under Privacy Laws) obtain the prior consent of any individual to whom the Personal Information relates for the End User's collection, use and disclosure of the Personal Information in accordance with this agreement; and
  - (B) include appropriate disclosures in its privacy policy and any privacy notices of the End User's collection, use and disclosure of the Personal Information in accordance with this agreement; and
- iv) the End User's use of the Solution must comply with all Laws and regulatory directions and guidance including any directions or guidance provided by the Postal Industry Ombudsman (as notified by Australia Post or the Licensor to the End User) or the Office of the Australian Information Commissioner.

12.3 In addition to any of the Licensor's rights under this agreement (including under clause 9) if the Licensor or Australia Post believes that the use by the End User of any Australia Post Data is contrary to any of the Data Principles, the Licensor or Australia Post may give written notice to that effect to the End User including reasonable details of the particular use of the Solution that the Licensor or Australia Post contends contravenes the Data Principles.

12.4 On receiving a notice under clause 12.3, the End User must immediately cease the relevant use of the Australia Post Data.

### 13 Relationship with Australia Post

13.1 The Licensor enters into this agreement with the End User 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:

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

### 14 General

14.1 The End User shall not, without the Licensor'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 This Schedule 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.

#### Schedule 2

##### Data licence

##### 1. Licence

1.1 We grant you a non-exclusive, revocable and non-transferable licence to use the Equifax Data for a Campaign in Australia and otherwise in accordance with this Schedule. You acknowledge that the Equifax Data shall at all times remain our intellectual property or the third party data owners who provided the Equifax Data to us and that you have no rights whatsoever in the Equifax Data except as expressly set forth in this Schedule.

1.2 You agree that the Deliverables incorporate Equifax Data and accordingly that Equifax Data and Deliverables and derivatives from Deliverables (to the extent derived from Equifax Data) remain at all times valuable confidential information (trade secrets) of Equifax provided under condition of confidentiality and that provision of the Deliverables under the restrictions in this limited licence is not a public disclosure and does not limit in any way the confidential and trade secret character of the Deliverables as confidential information (trade secrets) of Equifax. The Deliverables are provided to you for use by you and your related bodies corporate only in accordance with the terms of this agreement. You must ensure that the Deliverables and derivatives from Deliverables are not disclosed by you or your related bodies corporate.

1.3 You agree that your right to use the Equifax Data is limited to the rights granted under clauses 1.1 and you must ensure that you:

- a) and your employees are suitably trained and skilled in such limited use;
- b) do not release, copy, assign, transfer, sell or extract data from the Equifax Data for any other purpose except as expressly permitted under this agreement;
- c) do not publish the Equifax Data in any form;
- d) do not include in any Direct Marketing material, a reference to the source of the Equifax Data or the selection criteria that caused the Consumer to be selected to receive the Campaign (subject to your obligations under any Law);
- e) do not use the Equifax Data to promote or advertise any salacious products or services;
- f) do not use any suppression flags for any purpose other than suppression of contact information from Direct Marketing files;
- g) do not alter, modify or tamper with the Equifax Data;
- h) do not alter, modify or tamper with the Equifax Data or reverse engineer or attempt to reverse engineer, disassemble, decompile or otherwise attempt to discover the methodology or raw data, including Personal Information, underlying the Equifax Data;
- i) do not use the Equifax Data to develop other products, services, software, models or scores or create any derivative works based on the Equifax Data;
- j) do not use, or facilitate or permit any person to use or attempt to use the Equifax Data or insights provided by us to re-identify any individual, or as an input for use with other information available to you in any matching or other process whereby an individual may become reasonably identifiable, except in each case to such limited extent that:

(1) to do so would be in accordance with fully informed and express consent of each individual so identifiable and all relevant Laws and that individual's reasonable expectations as to collection, use and disclosure of Personal Information and other information about that individual; and



(2) to do so would not cause us to be non-compliant with all relevant Laws and that individual's reasonable expectations as to collection, use and disclosure of Personal Information and other information about that individual.

1.4 You agree to provide us with such information as we may require from time to time to verify compliance by you with this provision and for the purpose of information risk assurance by us.

2. Your obligations

2.1 You must at all times provide, at your own cost, such information, cooperation, assistance and documents reasonably required to enable us to perform our obligations under this agreement.

2.2 Except as permitted by the Spam Act, you must not use any telephone numbers or email addresses (provided by us as part of our services) for any electronic advertising, marketing or solicitation.

2.3 You will not, whether during the term of this agreement or at any time after the term:

- (a) use or disclose any Deliverable or derivative from any Deliverable in a way reasonably likely to identify the identity of a person, or that may be a use or disclosure of Personal Information about any individual, except only where and to the extent that to do so is compliant with all laws and with rights, including as to Personal Information, of any individual and to do so will not cause Equifax to be non-compliant with all laws and with rights, including as to Personal Information, of any person;
- (b) take any step to use, or facilitate any person to use, any Deliverable or derivative from any Deliverable to identify Personal Information about any individual, or to assist or facilitate any person or process where the Personal Information about any individual might become reasonably identifiable; or
- (c) attempt to find or use a method of compiling or using or reverse engineering any Deliverable in any way, whether through combination with other information or data sources or otherwise, that might allow any individual to be reasonably identifiable.

2.4 You are responsible for accepting and responding to any communication initiated by a Consumer, consumer advocacy group, anti-spam advocacy group or ISP arising out of your use of the Equifax Data. Where you receive a complaint alleging an interference with privacy by you or us, you must:

- a) immediately notify us of the nature of the complaint;
- b) keep us informed of the progress in dealing with the complaint insofar as it relates to your actions or duties; and
- c) comply with any reasonable direction issued by us in respect of such complaint.

2.5 On request, you agree to provide a sample of any promotional material (including, where appropriate, any telemarketing script) that will be used in connection with the Equifax Data for review by us before delivery of any related marketing Campaign.

2.6 Where the Equifax Data provided by us is updated or refreshed, you are only permitted to use the most current version of the Equifax Data and agree to delete any older versions of the Equifax Data within a reasonable time of receipt of the updated or refreshed Equifax Data.

2.7 You warrant that your use of the Equifax Data complies with all applicable Laws and you must comply with any future requirements imposed on the Equifax Data by us (acting reasonably) and/or any data suppliers which are made known to you.

2.8 Upon expiry or termination of this Schedule, the licence granted in clause 1.1 terminates and you must:

- a) stop using the Equifax Data;
- b) delete or otherwise destroy the Equifax Data and any copies in your possession or control; and
- c) if requested by us, confirm by letter signed by your authorised representative that you have complied with your obligations under this clause.

2.9 The following definitions apply in this schedule:

Campaign means the single campaign advertising or promoting a particular product or service belonging to one of your particular brands.



Consumer means the actual or intended recipient of the Direct Marketing materials associated with a Campaign.

Deliverable means all data that Equifax provides to you and any derivative thereof pursuant to this agreement.

Equifax Group means Equifax and each related body corporate (as defined in the Corporations Act 2001(Cth)) of Equifax.

Equifax Data means information or data contained in any proprietary database of the Equifax Group as used in the creation of the Deliverables and made available to you by us under or in connection with this agreement. Equifax Data includes any updates to the data, which once updated, will be considered 'Equifax Data' for the purposes of this Schedule.

Direct Marketing means any activity which makes it possible to offer goods or services or to transmit other messages to a person, organisation or segment of the population by post, telephone or other direct means (electronic or otherwise) aimed at informing or soliciting a response from the person, organisation or segment of the population as well as any service ancillary to the same.