

Marketing Portal API Agreement

This licence agreement governs the terms under which you may access and use the application programming interface that is made available on this website (the "**API**"), including all updates, revisions, substitutions, and any copies of the API made by or for you and is a legally binding agreement between you (whether as an individual or an entity) ("you") and Equifax Australia Marketing Services Pty Limited ABN 88 071 215 328 ("us", "we" or "our"). By accessing or using the API, you are accepting and agreeing to be bound by ALL of the terms and conditions of this API agreement. If you access or use the API or on behalf of a company, principal or other entity, you represent that you have authority to bind such entity and its affiliates to the API Agreement and that it is fully binding upon them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, or if you do not agree with the terms of this API Agreement, you may not access or use the API.

Please note that, in addition to the terms of this API Agreement, you may also be required to become a party to other contract terms elsewhere on the Equifax web site, including (i) the Equifax web site Terms of Use; (ii) the Equifax Privacy Policy and (iii) the Equifax Marketing Portal Terms and Conditions which will be presented to you separately, including those where you may click "accept" or "agree" to become a party thereto (each of which are a "Separate Agreement"). If there is any conflict between the terms of a Separate Agreement and this API Agreement, then this API Agreement shall prevail with respect to your use of the API and the terms of the Separate Agreement shall take precedence with respect to the subject matter of such Separate Agreement.

1. Amendments to this API Agreement

We may change this API Agreement from time to time without notice. You are responsible for regularly checking this API Agreement for any updates or other changes, which shall be legally binding upon you when we post them (superseding any prior rights and obligations that may apply with respect to the API). Your continued use of the API after any change will constitute your agreement to any such changes. If you object to any such changes, you will need to stop using the API.

2. API

2.1 Our rights. The API, sample code, documentation, and trademarks/logos provided on this web site are our intellectual property and are protected under Australian copyright laws. Subject to this API Agreement, we grant you a worldwide, nonexclusive, non-transferable, non-sublicensable right and licence to use the API and to access the data received via the interface in accordance with this API Agreement and the relevant Separate Agreement. All rights not expressly granted to you are reserved by us.

We may, without notice or liability to you:

- (a) change, suspend, or discontinue any aspect of the API;
- (b) may or may not offer upgrades or updates but if we do release subsequent versions of the API, you may be required to obtain and use the most recent version of the API;

(c) may impose limits on certain features and services such as limiting the number of network calls that your application may make via the API, and/or the maximum file size, and/or the maximum data that may be accessed, and/or restrict access to parts or all of the API and the content it accesses as we deem appropriate in our sole discretion and we may use technical measures to prevent over usage and/or stop usage of the API by you after any usage limitations are exceeded (in addition to any other rights we may have under this Agreement);

(d) elect to provide you with technical or maintenance support in our sole discretion, and may terminate such support at any time; and without notice to you; and

(e) the API is currently provided for free, but we reserve the right to charge for the API (or additional features or functionality) in the future.

2.2 Account set-up and Access. In order to access the API, you must register for a unique API key. You will be issued one or more unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"), for accessing the API and managing your account. You may only access the API with the Keys issued to you. Access may not always be available. You may not sell, transfer, sublicense or otherwise disclose your Keys to any other party or use them with any other application other than that for which you initially applied for it. You are responsible for maintaining the secrecy and security of your Keys. You are fully responsible for all activities that occur using your Keys, regardless of whether such activities are undertaken by you or a third party and you remain liable for the use of the API by any third party, as though such use was by you. You hereby indemnify us against any loss, cost, expense, damage, claim, demand, action or proceeding arising out of any failure by any third party to comply with this API Agreement and any relevant Separate Agreement. You are responsible for maintaining up-to-date and accurate information (including a current email address and other required contact information) for your account. We may discontinue your access to the API if such contact information is not up-to-date and/or you do not respond to communications sent by us to the contact information provided by you.

2.3 Restrictions. You shall not:

(a) change, suspend, or discontinue any aspect of the API;

(b) use the API in any way that adversely affects the performance or function of the API;

(c) post or transmit information or materials that would violate rights of any third party or which contains a virus or other harmful component;

(d) copy, rent, lease, sell, transfer, assign, sublicense the API or services, information or software associated with or derived from the API;

(e) disassemble, reverse engineer or decompile (except to the limited extent expressly authorised under applicable statutory law), modify or alter any part of the API;

(f) use the API in a manner that impacts the stability of our servers or could damage or disable the API or impacts the behaviour of other applications using the API; and

(g) use the API in any manner or for any purpose that may violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy or which otherwise may be harmful (in our sole discretion) to us.

2.4 You will ensure that any software, including any application use to interface with the API is written in such a way that:

(a) no more than 10 concurrent transactions or streams occur at any time with a maximum throughput of 10 messages per second; and

(b) during a service outage, retry attempts will have a period of no less than 10 seconds between requests.

3. Termination

Your licence to the API under this API Agreement continues until terminated by either party. You may terminate this API Agreement by discontinuing use of the API and by destroying all your copies thereof (if applicable). We may terminate this API Agreement at any time for any reason and may disable your access to the API. This API Agreement terminates automatically if:

(a) you violate any term of this API Agreement;

(b) We publicly posts a written notice of termination on this web site; or

(c) We send a written notice of termination to you directly.

4. Warranties, Liability and Indemnity

(a) You acknowledge that you use the API at your own risk. You will be solely responsible for any harm to your computer or loss of data that results from using the API. You agree that you are responsible for all third party software, hardware, and services used in connection with API. Any third party software, hardware, and services (whether required or optional) that you use in conjunction with API, is the sole responsibility of such third party, and is subject to the terms, conditions, warranties and disclaimers provided by such third party.

(b) We provide the API on an “as is” basis, without any warranties of any kind either express or implied. We do not warrant that the functions contained in the API will meet your requirements, be fit for purpose, or that the operation of the API will be uninterrupted or free from errors or viruses. We exclude all implied conditions and warranties from this API Agreement, except any condition or warranty (such as those implied by the Competition and Consumer Act 2010) which cannot be excluded (a ‘non-excludable condition’). Where statute implies terms into this agreement that cannot be lawfully excluded, we limit our liability for breach of a non-excludable condition (to the extent that the law allows liability for such breach to be limited) to (at our option) re-supply of the API or payment of the cost of re-supply.

(c) Subject to the above and to the maximum extent permitted by law, under no circumstances, including but not limited to our negligence, will we be liable for any costs, expenses, losses and damages (including, without limitation, direct, indirect, special, consequential damages or any other pecuniary loss including loss of profits, loss of revenue and loss of business opportunity) suffered or

incurred by you that result from the use or inability to use the API even if Australia Post has been advised of the possibility of such damages.

(d) You agree to indemnify and hold us and our licensors harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your download, access, and/or use of the API, your violation of any term or condition of this API Agreement, your violation of applicable laws or any rights of another person or entity.

5. General Provisions

(a) This API Agreement is supplementary to the Equifax Marketing Portal Terms and Conditions. This API Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding your use of the API.

(b) If a court or tribunal of competent jurisdiction finds any provision or part of this API Agreement to be invalid or unenforceable, the remainder of this API Agreement will continue in full force and effect.

(c) No waiver of any provision in this API Agreement will be effective unless it is in writing signed by one of our authorised officers.

(d) This API Agreement is governed by the laws of the State of New South Wales, Australia.