

Experian End User Licence Terms and Conditions

1. PRIMARY OBLIGATIONS AND WARRANTIES

- 1.1. The End User shall use all reasonable endeavours to ensure that any information provided to Experian or its relevant licensor is complete, accurate and in the agreed format.
- 1.2. Except for the express warranties set out in these terms and conditions, all warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

2. NATURE OF THE SERVICES

- 2.1. The End User acknowledges that the services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable to guarantee. Experian or its relevant licensor is therefore not able to accept any liability for:
 - 2.1.1. any inaccuracy, incompleteness or other error in the Services and/or the Information which arises as a result of data provided to Experian or its relevant licensor by the End User or any third party;
 - 2.1.2. any failure of the Services to achieve any particular result for the End User.
- 2.2. The End User warrants that:
 - 2.2.1. it is a Reporting Entity as that term is defined in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 AML/CTF Act ("AML/CTF Act");
 - 2.2.2. it has obtained the express and informed consent from the individual the subject of the verification request, as set out in section 35A of the AML/CTF Act prior to requesting the Services;
 - 2.2.3. the individual the subject of the verification request has been given another option, not reliant on credit reporting information, for verifying their identity;
 - 2.2.4. will notify the individual in writing of a failure to verify the individual's identification information and inform the individual of Experian's contact details.

3. COMPLIANCE AND AUDIT

- 3.1. The End User shall in connection with the use of the Services comply with all legislation, regulations, and other rules having equivalent force which are applicable to that party, including the Privacy Act 1988 (Cth), the Australian Privacy Principles, the AML/CTF Act and all other laws, rules and regulations in Australia that relate to the privacy, protection, use or disclosure of Personal Information, and any subordinate or associated regulations.
- 3.2. The End User shall permit Experian or its relevant licensor (on reasonable notice and during normal working hours) to audit the End User's compliance with its obligations under this agreement in relation to the use of any software, data or other materials. The entity carrying out the audit shall:

- 3.2.1. observe the End User's procedures relating to the protection of confidential information about any clients or customers of the End User;
 - 3.2.2. take all reasonable steps to minimise disruption to the End User's business during such audit.
- 3.3. In order to protect the integrity of the data used in connection with the Services, the End User shall:
 - 3.3.1. comply with Experian or its relevant licensor's reasonable instructions and guidelines relating to data security;
 - 3.3.2. not copy, interfere with and/or use in any unauthorised way any digital certificate or any other security device provided by Experian or its relevant licensor.

4. CONFIDENTIALITY

- 4.1. The End User shall, in respect of the Confidential Information for which it is the recipient:
 - 4.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the End User's obligations under this agreement;
 - 4.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 4.2. The End User may disclose Confidential Information to, and allow its use in accordance with this agreement by, the following provided that it shall procure that any party to whom it discloses Confidential Information shall observe the restrictions in this Clause 4:
 - 4.2.1. employees and officers of the End User who require it for the End User to perform its obligations under this agreement; and
 - 4.2.2. the End User's auditors and professional advisors solely for the purposes of providing professional advice.
- 4.3. The restrictions in Clause 4.1 do not apply to any information to the extent that it:
 - 4.3.1. is or comes within the public domain other than through a breach of Clause 4.1; or
 - 4.3.2. is in the End User's possession (with full right to disclose) before receipt; or
 - 4.3.3. is lawfully received from a third party (with full right to disclose); or
 - 4.3.4. is independently developed by the End User without access to or use of the Confidential Information; or
 - 4.3.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.

5. USE OF INFORMATION/SERVICES

- 5.1. The End User agrees that it will:
 - 5.1.1. use the Services and/or the Information for the Permitted Purpose only;
 - 5.1.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to,

or use for the benefit of, any third party any of the Services and/or Information;

- 5.1.3. not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Services and/or any Information except as permitted by law.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All Intellectual Property Rights in the End User Data will remain vested in the End User (or its relevant licensors).
- 6.2. All Intellectual Property Rights in the Services, the Licensed Materials and the Information will remain vested in Experian (or its relevant licensors).
- 6.3. The End User agrees that it will:
- 6.3.1. use the Licensed Materials for the Permitted Purpose only and in accordance with any accompanying documentation and ensure that all personnel who use the Licensed Materials are suitably trained and skilled in such use;
- 6.3.2. if use of the Licensed Materials is restricted to certain products and/or business divisions of the End User and/or territories as specified in this agreement, only use the Licensed Materials in connection with those products and/or within those divisions and/or territories (as the case may be);
- 6.3.3. only use any software comprised within the Licensed Materials on computer equipment complying with such minimum specification as may be agreed by the parties in writing, or in the absence of agreement as may reasonably be specified by Experian or its relevant licensor;
- 6.3.4. not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use the benefit of, any third party any of the Licensed Materials;
- 6.3.5. not copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with the Licensed Materials or combine the same with other materials without the prior written consent of Experian or as permitted by law;
- 6.3.6. only use any software comprised within the Licensed Materials on equipment owned, operated or controlled by the End User at premises owned and/or used by the End User or by any third party providing such services to the End User;
- 6.3.7. not allow any third party to amend, modify or otherwise alter the Licensed Materials.

7. THIRD PARTY CLAIMS

- 7.1. the End User shall fully indemnify Experian against:
- 7.1.1. any amounts paid by Experian to any third party as a result of or in connection with any claim which that third party brings against Experian alleging that its Intellectual Property Rights are infringed by the provision by the End User to Experian of the End User Data or any other materials provided to Experian by the End User or the use of the End User Data by Experian as permitted by the terms of this agreement; and
- 7.1.2. any associated legal expenses reasonably and properly incurred.

8. GENERAL

- 8.1. If any part of this agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this agreement and such other provisions shall remain in full force and effect.
- 8.2. This agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of Victoria. The courts of Victoria shall have exclusive

jurisdiction over any claim or matter which may arise out of or in connection with this agreement.

- 8.3. In this agreement:

- 8.3.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 8.3.2. the singular includes the plural and vice versa;
- 8.3.3. the headings are for ease of reference only and shall not affect the construction or interpretation of this agreement;
- 8.3.4. wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.

9. DEFINITIONS

Word or Expression	Meaning
Confidential Information	The Information and any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or group companies in or on any medium or format;
End User Data	Any data owned by the End User and provided to Experian or its relevant licensor in connection with this agreement;
Experian	Experian Australia Credit Services Pty Ltd (ABN 12 150 305 838), including any company controlling, controlled by or in common control with Experian from time to time and control has the same meaning as set out in the <i>Corporations Act 2001</i> (Cth);
Information	All data, match results, reports and other materials of whatever nature provided to the End User or used by Experian as part of or in connection with the Services;
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
Licensed Materials	means any result or related documentation made available by Experian to the End User under this agreement (as may be described in a schedule), and any other materials specifically identified as Licensed Materials in the schedule, but does not include any data supplied by Experian or its relevant licensor;

Word or Expression	Meaning	Word or Expression	Meaning
Permitted Purpose	To verify an individual's identity in accordance with the AML/CTF Act for the End User's internal business purposes as a reporting body under the AML/CTF Act;	Schedule	The schedule(s) containing the specific terms relating to this agreement;
Personal Information	Such information or an opinion (including information or an opinion forming part of a database) whether true or not and whether in a material form or not about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion or such other meaning that may be given to the term in the <i>Privacy Act 1988</i> (Cth);	Services	The services specified in this agreement (including the provision of any Licensed Materials) and all other services supplied by Experian or its relevant licensor to the End User under or in connection with this agreement;

