

GBG TC – General Terms

1 ORDERING PROCESS

- 1.1 You may order Services from us by completing an Order Form.
- 1.2 Each executed Order Form is a separate binding contract between you and us for the supply of the relevant Services, and is governed by the terms and conditions set out in:
 - (a) the relevant Order Form;
 - (b) the Third Party Terms and section 15 of these General Terms; and
 - (c) the remainder of these General Terms (together, the Agreement).
- 1.3 If there is an inconsistency between the documents listed in clause 1.2, the document listed earlier in that clause prevails to the extent of the inconsistency.
- 1.4 Notwithstanding clause 1.2, the Third Party Terms prevail only to the extent necessary to comply with the requirements of the applicable third party licensor in respect of the relevant third party data, product or service.

2 TERM

- 2.1 The Agreement takes effect from the date on which the last party signs the Order Form, notwithstanding that the Services commence from the Start Date or as otherwise as set out in the Order.
- 2.2 We will supply you with the Services for the Term in accordance with the Agreement.
- 2.3 Upon expiry of the Production Service Term, the Agreement automatically renews for successive 12 month periods (each a Subsequent Term) unless terminated by either party on at least 30 days' written notice prior to any automatic extension, or otherwise in accordance with this Agreement.

3 MODIFICATION OR WITHDRAWAL OF SERVICES

- 3.1 Notwithstanding clause 16.6, we may from time to time withdraw or modify a Service (including changing the technology or platforms we use to provide the Services) without your consent.
- 3.2 We will let you know in writing if we reasonably believe our modification of a Service is likely to have a material adverse effect on you, and:
 - (a) you may cancel the affected Service within 30 days; and
 - (b) if you do not cancel the affected Service within that time, we will migrate you to the modified Service.

4 SERVICES GENERALLY

- 4.1 Your obligations
 - (a) You must, and must ensure that your Authorised Users:
 - (i) use and access the Data Validation Services and any data provided through the Services solely for the Permitted Use, and not to on-sell or licence the data to subsequent customers or clients;
 - (ii) comply with all relevant laws, regulations and industry codes (including, without limitation, Privacy Laws) relating to your use of the Services and any data provided through the Services;

- (iii) provide us with the information as necessary to provide the Services; and
 - (iv) comply with all of our reasonable directions, guidelines, determinations, technical instructions or recommendations to the extent that they are not inconsistent with the requirements of an applicable law, including a Privacy Law.
 - (b) You must not (and must not authorise another person to), and must ensure that your Authorised Users do not:
 - (i) re-sell or licence the Services or any data provided through the Services;
 - (ii) allow any other person to use or access the Services, any data or any User ID(s) without our prior written consent;
 - (iii) reverse engineer, reverse compile or decrypt any data obtained from the Services; or attempt to change the format of any encrypted Output File;
 - (iv) use, or permit, assist or facilitate another person to use any part of the data obtained through the Services, to produce a directory or directory assistance service, or for any other commercial product or service not contemplated by this Agreement;
 - (v) use the data for the main, primary or predominant purpose of providing or enabling direct marketing services, data cleansing services, or address validation services, or any other service that competes with us;
 - (vi) conduct residential reverse searching (i.e. finding or confirming the name or residential address corresponding to a particular telephone number);
 - (vii) use the data in connection with any content that, in our reasonable opinion, breaches, incites, or encourages breaches of any law, including intellectual property laws, or use in a way that is defamatory, obscene, incites hatred, or otherwise prejudices our reputation or brand;
 - (viii) interfere with or violate any technical limitations or security measures implemented in order to protect the Services, its integrity and its availability to all our authorised customers;
 - (ix) use the Services for any fraudulent purposes, including identity theft;
 - (x) use the Services to discriminate against, harass, vilify, offend or stalk a person, or assist any other party to engage in such conduct; or
 - (xi) use the Services for the purposes of avoiding compliance with any Laws, including Laws regarding modern slavery.

4.2 Service limitations

We have no obligation to provide information which is not in Our Databases or otherwise provided as part of the Data Validation Services, including access to any non-published telephone numbers or addresses (silent or unlisted numbers or addresses).

4.3 Use of Data Validation Services by Approved Third Parties

- (a) Subject to our prior written consent, you may appoint a third party to use the Data Validation Services on your behalf.
- (b) If we consent to the appointment of a third party under clause 4.3(a), we may impose such conditions on their use as we in our reasonable opinion consider necessary, and you must comply with, and ensure the third party complies with, any such conditions we tell you about in writing.
- (c) You remain fully liable for all acts or omissions by an Approved Third Party as if they were your acts or omissions.

4.4 (Intentionally left blank)

4.5 Professional Services

- (a) Professional Services may be purchased as quoted by us and set out in the Order Form.

- (b) Professional Services will be provided 9am-5pm Australian AEST time unless otherwise agreed in writing.
- (c) Where you request for Professional Services to be provided at one of your locations, cost and travel time for the consultant will be charged as 'additional expense', unless otherwise agreed in writing.

5 ASSISTED BATCH SERVICE OBLIGATIONS

- (a) In order for us to provide you assisted batch validation Services, you must provide us with a copy of your Original File in the format stipulated by us within three weeks of the Start Date, or as otherwise agreed in writing.
- (b) You agree to provide the number of Records specified in the Order Form. If you do not provide the total number of Records specified during the Services Term, you remain liable for the Total Fee for assisted batch validation, as specified in the Order Form.
- (c) You warrant and represent that:
 - (i) our use of your Original File and any Records will not infringe the Intellectual Property Rights of any person (including us);
 - (ii) without limiting clause 5(c)(i), your Original File and any Records are not derived wholly or substantially from Our Directories; and
 - (iii) persons listed in your Original File and any Records have allowed you to include their Personal Information in the Original File and for us to use and disclose that Personal Information in order for us to provide the services.
- (d) We will retain your Original File and completed Output File for 30 days from the date the Original File was provided, or may retain the files for less time based on agreement. At the end of this period, the Original File and any completed Output Files will be purged, and cannot be recovered. If the Original File and completed Output File is not downloaded by you within this timeframe, You will be liable for costs associated with any re-washing of the Original File and provision of a replacement Output File.

6 DATA VALIDATION SERVICES

- 6.1 You must:
- (a) provide any telecommunications connections that you need to access and use the Data Validation Services;
 - (b) provide any facilities and install and/or configure any Materials that you need (including any Materials that we give you) to access and use the Data Validation Services;
 - (c) only use the Data Validation Services after we have reviewed your code and the method by which the Data Validation Service is integrated into your system and consented in writing to your use of the Data Validation Services;
 - (d) without limiting clause 4.1(a)(iv), maintain and use the Data Validation Services in accordance with any specifications and instructions we provide to you from time to time;
 - (e) only use the Data Validation Services to conduct Searches that retrieve the full range of data elements available for that Search (which typically includes listing name, structured address, DPID®, phone number and in some circumstances email address amongst other possible information); and
 - (f) ensure that any Search you perform using the Data Validation Services involves a unique search and does not involve the use of stored or cached information.

6.2 If you need our technical assistance to use the Services:

- (a) we will provide you with Basic Support at no additional charge; and

- (b) where you have selected it on the relevant Order Form, we will also provide you with Enhanced Support for the additional Service Fee set out in the Order Form.

6.3 Use Limits

- (a) If you exceed the records per product set out in the Order Form, we may (in our absolute discretion) charge you the Excess Use Fee for each subsequent transaction. We reserve the right to suspend your access to the Data Validation solution where the number of transactions you submit within a short timeframe in our reasonable estimation seems excessive compared to your usual (measured as average over time) use of the Data Validation Service. We take this precaution to avoid us becoming unable to deliver Data Validation Services to other customers.
- (b) Such suspension would only be for brief time periods (usually in the range of minutes, but possibly up to one hour), and we would notify you as soon as reasonably possible to enable you to decrease the rate of transactions.

7 SERVICE FEES

7.1 Service Fees

- (a) You must pay us the Service Fees set out in the Order Form for your Service(s).
- (b) We will invoice you in the manner specified in the Order Form.
- (c) All Service Fees must be paid within 30 days after receipt of a valid tax invoice from us.
- (d) We may increase the Service Fees on every anniversary of the Start Date, provided that each increase shall be limited to the greater of:
 - (i) 2% of the then-current Services Fees; or
 - (ii) the CPI Increase.

8 GST

- (a) Unless otherwise stated, all fees and other amounts specified in this Agreement are GST exclusive.
- (b) If we make a Taxable Supply to you and the consideration for that supply does not expressly include GST, you must also pay us an amount equal to the GST payable by us on that Taxable Supply.
- (c) You must pay the GST amount at the same time and in the same way that you are liable to provide us with the consideration of the Taxable Supply. We will provide a Tax Invoice to you in respect of the Taxable Supply.
- (d) If one party must indemnify or reimburse another party (Payee) for any cost, loss or expense incurred by the Payee under this Agreement, the required payment will not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an Input Tax Credit, but the payment will increase under clause 8(b) if the payment is consideration for a Taxable Supply.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Ownership of IP

- (a) Each party retains all Intellectual Property Rights to any materials belonging to that party before the commencement of the Agreement or developed by or for that party outside the scope of this Agreement (including any modifications to such materials) (Pre-Existing IP).
- (b) We and our licensors retain all Intellectual Property Rights in Our IP (including any modifications to and back-up copies of such materials).
- (c) Without limiting clause 9.1(a), you retain all Intellectual Property Rights in your Original File (including any

modifications to your Original File) and the Customer Application.

- (d) Without limiting clause 9.1(b), the Australia Post Data and all Intellectual Property Rights in the Australia Post Data are and will remain the property of Australia Post. The Australia Post Data may not be sold, copied or distributed without prior written permission from Australia Post. Excluding any express conditional rights of use granted under this Agreement, nothing in this Agreement confers any right, title or interest in the Australia Post Data to you.
- (e) Without limiting clause 9.1(b), to the extent that Our IP includes any materials that are licensed under the Open Database Licence, such materials are and will remain the property of the relevant rights holder. If and to the extent that we communicate or distribute any such materials to you, such materials are licensed to you by the relevant rights holder on the terms of Open Database Licence. This clause does not require us to communicate or distribute such materials to you.
- (f) We warrant that we have the right to permit or license your use of all relevant copyrights, trademarks and other Intellectual Property Rights to the extent contemplated by the Agreement.
- (g) You must notify us as soon as practicable if you become aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in Our IP or in the Australia Post Data.

9.2 Licences

- (a) We grant you a non-exclusive, non-transferable, royalty-free, revocable licence to use Our IP and Pre-Existing IP and to make back-up copies of the Materials, for the Term for the sole purpose of using and receiving the benefit of the Services. For the avoidance of doubt, you must not copy, reproduce, modify, sub-licence or assign any of Our IP and/or Pre-Existing IP without our prior written consent.
- (b) You grant us a non-exclusive, non-transferable, royalty-free, revocable licence to use your Pre-Existing IP and to use, reproduce, modify and adapt your Original File, for the sole purpose of performing the Services and any internal testing to improve the Services. If our licence to use your Pre-Existing IP is revoked, we will not be able to provide, and are relieved from any obligation to provide, the Batch Validation Services.

9.3 Access to Our Databases

- (a) Subject to clause 9.3(b), unless otherwise agreed by us in writing, you must not:
 - (i) copy, retain, reproduce, record or otherwise reduce to any material form any of Our Databases that you access using the Services or any part of them; or
 - (ii) data mine or conduct automated searches on Our Databases or the data contained in them, whether through the use of additional software or otherwise.
- (b) You may store in your systems any Output File or other Search results obtained via the Services.

10 CONFIDENTIALITY AND PRIVACY

10.1 Confidentiality obligations

Each party must:

- (a) keep each other's Confidential Information secret and confidential;
- (b) not access, use or reproduce each other's Confidential Information for any purpose other than for the purposes of exercising rights or performing obligations under the Agreement;
- (c) not disclose each other's Confidential Information except as permitted under the Agreement; and

- (d) take all steps reasonably necessary to safeguard each other's Confidential Information and data provided to the other party (including any Australia Post Data) from unauthorised access, use or disclosure.

10.2 Permitted disclosure

A party must not disclose the other party's Confidential Information to any person except:

- (a) to its employees, lawyers, accountants and our sub-contractors and related bodies corporate on a 'need to know' basis provided those persons first agree to observe the confidentiality of the Confidential Information;
- (b) with the other party's prior written consent;
- (c) if required by law, any regulatory authority or stock exchange; or
- (d) if it is in the public domain.

10.3 Privacy obligations

- (a) Each party must comply with all Privacy Laws in relation to Personal Information, whether or not that party is an organisation bound by the Privacy Act.
- (b) You agree:
 - (i) to only use or disclose Personal Information only for the Permitted Use;
 - (ii) to take all reasonable measures to ensure that Personal Information in your possession or control is protected against loss or unauthorised use, access, modification, or disclosure;
 - (iii) not to engage in any practice that would breach any Privacy Law;
 - (iv) to ensure that any person who has access to Personal Information is made aware of, and undertakes in writing, to observe any Privacy Law and other obligations referred to in this clause 10.3; and
 - (v) to comply, as far as practicable, with any policy guidelines issued by the Office of the Australian Information Commissioner from time to time relating to personal information.
- (c) You must not:
 - (i) export, disclose or transfer, or permit the export, disclosure or transfer of, any Australia Post Data or Personal Information to a person (including yourself) or otherwise allow any person outside of Australia to access any Australia Post Data or Personal Information ;
 - (ii) store or process any Australia Post Data in or using any cloud infrastructure situated outside of Australia; without our prior written approval.
- (d) Each party acknowledges that while the Australia Post Data or the Solution may not on its own constitute Personal Information, when combined with other data, it may constitute Personal Information when held by you or an Authorised User.
- (e) In relation to any Australia Post Data or the Solution disclosed to, accessed or collected by you under this Agreement which may constitute Personal Information as described in clause 10.3(d), you must comply with the privacy obligations as set out in clause 10.3(a)-10.3(c).
- (f) Our commitment to privacy, including how we may collect, use, and disclose your personal information, is set out in our Privacy Policy (available at <https://datatools.com.au/privacy-policy/>)
- (g) You acknowledge that you have read and understood our Privacy Policy.

10.4 Data Breaches

- (a) If either party becomes aware or suspects that:
 - (i) there has been unauthorised access to, or unauthorised disclosure of, Personal Information or Australia Post Data provided under this Agreement (a Data Breach); or

(ii) Personal Information provided under this Agreement has been lost in circumstances where unauthorised access to or unauthorised disclosure of, the Personal Information may occur (a Loss of Data), then that party must immediately notify the other party of that Data Breach or Loss of Data (and no later than 72 hours).

- (b) If:
- (i) we become aware or suspect that a Data Breach or Data Loss has occurred; or
 - (ii) you have (or ought to have) notified us of a Data Breach or Loss of Data in accordance with clause 10.4(a); then you must:
 - (iii) immediately disclose to us all information relevant to that actual or suspected Data Breach or Loss of Data (including any relevant information about the processes, procedures, protocols and security practices and procedures used); and
 - (iv) co-operate with us in investigating whether a Data Breach or Loss of Data has occurred and the circumstances surrounding that Data Breach or Loss of Data.
- (c) You:
- (i) agree and acknowledge that we will be responsible for determining whether a Data Breach or Loss of Data results in a real risk of serious harm to any of the individuals to whom the Personal Information relates;
 - (ii) must co-operate with us to assist us in making the determination referred to in paragraph (i);
 - (iii) must not disclose to any third party (including any government agency) the existence or circumstances surrounding any Data Breach or Loss of Data without our prior written consent (not to be unreasonably withheld); and
 - (iv) to the extent you are required by Law to make any disclosure as contemplated by clause 10.4(c)(iii), to the extent permitted by law you must first consult with us (in which case we may not unduly delay, or withhold, our consent to the disclosure).

11 INDEMNITIES

11.1 General indemnities

Subject to the exclusions, limitations and caps set out in clause 12, except to the extent such liability cannot be limited by law, each party (an "Indemnifying Party") indemnifies the other party (the "Indemnified Party") against all losses, expenses, claims, costs and damages suffered or incurred by the Indemnified Party arising out of or in connection with:

- (a) any Claim by a third party that the Indemnifying Party has breached the Intellectual Property Rights of any third party, except to the extent the Claim arises from the Indemnified Party's misuse of the Services, breach of this Agreement, or use of the Services other than in accordance with the documentation, the Order Form or our reasonable directions.

12 LIABILITY AND DISCLAIMERS

12.1 Warranties

- (a) Each party represents and warrants that:
- (i) It has full capacity, power and authority to enter into this Agreement; and
 - (ii) It will fully and completely comply with all terms and conditions of this Agreement.
- (b) You represent and warrant that:
- (i) You and your Authorised Users will only use the Services for the Permitted Use;

(ii) You and your Authorised Users will only use the Solution and Australia Post Data for the Permitted Uses and in accordance with the terms and conditions set out in this Agreement; and

(iii) You will not make any representation, statement or promise in respect of Australia Post, and have no authority to do so.

- (c) You acknowledge and agree that:

- (i) you have reviewed, or have had the opportunity to review, the Services and any applicable service descriptions or specifications;
- (ii) you are responsible for determining whether the Services are suitable for your requirements;
- (iii) you are responsible for any decisions made, actions taken or not taken based on the Services, information and results provided by us; and
- (iv) except as expressly set out in this Agreement, you have not relied on any representation that the Services are identical to, or will operate in the same manner as, any products or services previously supplied by any other provider.

12.2 Exclusion of warranties

- (a) The Competition and Consumer Act 2010 (Cth) implies terms into some contracts for the supply of goods or services, and prohibits the exclusion, restriction or modification of such terms (Prescribed Terms). Except as provided by Prescribed Terms or as otherwise expressly provided in this Agreement, to the extent permitted by law:
- (i) the Services and any information contained in Our Databases are provided on an "as is" basis;
 - (ii) all terms, conditions and warranties, express or implied by law, in any way relating to Services supplied by Us under this Agreement, including any warranties of merchantability, fitness for a particular use, or quality of Our Databases, the Services or information provided by the Services are excluded; and
 - (iii) no person has any liability to you whether in contract, tort (including negligence), statute or otherwise for any liability arising out of any inaccuracy or error or interruption in, or omission from, any of Our Databases, the Services or information provided by the Services.
- (b) For any liability which cannot lawfully be excluded, but can be limited, our liability is limited to our choice of re-supplying or paying the cost of re-supplying Services and repairing, replacing or paying the cost of repairing or replacing goods (as the case may be).

12.3 Limitation of liability

- (a) Neither, you nor we will be liable in contract, tort (including negligence), statute or otherwise for any indirect, special, consequential and/ or incidental Loss, loss of customers, loss of profit, business, revenue or anticipated savings, loss of goodwill, loss of data or interruption to business arising out of or in connection with the Agreement.
- (b) Our and your total aggregate liability under the Agreement will not exceed the Service Fees paid or payable by you in the 12 months immediately before the incident which gave rise to the Claim.

12.4 Exclusions

The limitation of liability in clause 12.3(b) does not apply to:

- (a) a party's liability under (i) the indemnities set out in clause 11, or (ii) a breach of confidentiality, privacy or security obligations; where such liability shall be subject to a maximum liability cap of AUD \$1,500,000 per breach;
- (b) damage to personal property or real property caused by a party in connection with this Agreement;

- (c) any fraudulent act or omission, gross negligence, wilful misconduct or deliberate breach of this Agreement by a party;
- (d) personal injury, sickness or death caused by a party; and
- (e) your breach of any of your obligations under clauses 4.1, 10 and 14.

12.5 Proportionate liability

Notwithstanding any other clause in the Agreement, a party's liability will be reduced to the extent the loss or damage is caused by the other party or its personnel.

13 TERMINATION AND SUSPENSION

13.1 Suspension

- (a) Without prejudice to any other right or remedy we may have, we may limit or suspend your rights under this Agreement at any time upon written notice when, and for the duration of the period during which:
 - (i) You contravene (or are believed on reasonable grounds to be in possible contravention of) any Laws;
 - (ii) You breach the terms of this Agreement and the breach is not remedied within 14 days of receipt of notice from us specifying the breach and our intention to terminate the Agreement by reason of such breach;
 - (iii) You commit a material breach of this Agreement which is not capable of remedy;
 - (iv) In our reasonable opinion you are acting in a manner which has the effect or potential to damage the reputation of Australia Post which is not remedied with 10 days of receiving notice from us specifying the issues;
 - (v) The licensed right granted by Australia Post to us for the licensing of the Australia Post Data has been suspended or terminated.
- (b) To the extent the Data Validation Services include Australia Post Data, you acknowledge that we may exercise our rights under clause 13.1(a) in accordance with the directions of Australia Post.

13.2 Termination of Agreement

- (a) Either party may immediately terminate the Agreement if:
 - (i) the other party breaches the Agreement and, if the breach can be remedied, fails to remedy the breach within 14 days after receiving notice from the other party to do so;
 - (ii) the other party breaches the Agreement and the breach cannot be remedied; or
 - (iii) the other party becomes insolvent, fails to pay its debts as and when they fall due, ceases to carry on a business, or proceedings are commenced to have it wound up, or a receiver or manager or other administrator is appointed to all or any part of its assets and undertakings; and
- (b) We may terminate the Agreement:
 - (i) immediately on written notice to you if either or both of the Head Licences are terminated for any reason; or
 - (ii) on 30 days' written notice to you, if the Services are withdrawn from market and we are unable to provide them to you.

13.3 Consequences of termination or expiry

If the Agreement expires or terminates for any reason:

- (a) you will no longer have access to the Services;
- (b) you must pay us any outstanding invoices by the due date, and all other amounts outstanding as at the date of, or arising as a result of, expiry or termination of the Agreement, within 30 days after we request payment of them;
- (c) except where this Agreement has been terminated by us pursuant to clause 13.1(a), any pre-payment for the supply of Services will be refunded to you on a pro-rata basis;

- (d) you must remove all Materials and Software (including any copies of the Materials), and any other data or content provided to you by us, from your systems and records and return them to us. You cannot retain any of the data, content, Materials or Software provided to you by us, for any reason, beyond the date this Agreement is terminated; and
- (e) you must cease using the Solution and the Australia Post Data and undertake that you and any Authorised User will destroy all copies, reproductions, or adaptations of the Solution and Australia Post Data or any part thereof made, held or controlled by you and promptly, upon written request from us, you must deliver a statutory declaration sworn by an authorised representative confirming that all copies, reproductions or adaptations of the Solution and Australia Post Data and any part thereof, have been destroyed. You warrant that you have the facilities and capabilities to enable you to fulfil these requirements.

13.4 Survival

Expiry or termination of the Agreement does not affect any provisions which by their nature survive termination or any rights accrued by the parties before that time (including clauses 10, 11, 12, 13, 14, 15 and 16).

14 THIRD PARTY TERMS – GENERAL

14.1 The Schedules set out in Annexure 3 ("Third Party Terms") are incorporated into and form part of this Agreement. The parties acknowledge that certain Services include data, products or services licensed from third parties and that the applicable Third Party Terms govern Customer use of those third party data sets, products and services.

14.2 The Customer agrees to provide reasonable access and information in relation to its use of the Services, as and when required in order for us to audit the Customer's compliance with the Agreement, and agrees that customer data and usage information may be provided to licensors in connection with this Agreement.

15 AUSTRALIA POST DATA

15.1 Licence

- (a) Where you acquire Australia Post Data from us, we grant you a limited, non-exclusive, non-transferrable, revocable licence to use the Australia Post Data or Solution solely for the Permitted Uses and for the duration of the Term, subject to your compliance with this Agreement;
- (b) Any rights not specifically granted to you under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, you must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Use and a Prohibited Purpose, such a purpose is considered a Prohibited Purpose.
- (c) For the avoidance of doubt, you must not:
 - (i) 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 Agreement; and
 - (ii) create a Product or other derivative works from the Australia Post Data to commercialise as your own, unless that Product is solely for one of your Permitted Uses.

- (d) This clause 15.1 does not prevent you from disclosing Australia Post Data to the extent you are required to by law to disclose the Australia Post Data, provided that you use any and all reasonable and legal means to minimise the extent of the disclosure and require the recipient to keep the Australia Post Data confidential.
- (e) Where resupply of the Australia Post Data or Solution is permitted (if at all), you must provide us with the details of any resupply on our request.

15.2 Australia Post Data

- (a) Without limiting clause 12.1, you acknowledge and agree that:
 - (i) We do not make any representation or warranty as to the accuracy, completeness or operation of the Australia Post Data or to it being virus free;
 - (ii) The Australia Post Data is not complete and may contain errors; and
 - (iii) The Australia Post Data may include data sourced from third parties. You agree to comply with any third party terms and conditions which you are notified apply to such third party data.

15.3 Security

- (a) You must ensure that while Australia Post Data or the Solution is in your possession or control:
 - (i) you provide proper and secure storage for it; and
 - (ii) use the same level of security to protect data that you use to protect your own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information).
- (b) You must ensure that all copies of Australia Post Data or the Solution are dealt with in accordance with our or Australia Post's reasonable directions.

15.4 Data Principles

- (a) The Customer must comply with the Data Principles and any permitted or prohibited uses set out in the applicable Third Party Terms
- (b) Your use of Australia Post Data and the Solution must comply with all applicable Laws and regulatory directions and guidance including any directions or guidance provided by the Postal Industry Ombudsman (as notified by us to you), or the Office of the Australian Information Commissioner (OAIC).
- (c) In addition to any of our rights under this Agreement (including clauses 13.1 and 13.2) if we believe that the use by you of any Australia Post Data or the Solution is contrary to any of the Data Principles or applicable Third Party Terms, we may give written notice to that effect to you including reasonable details of the particular use of the Services that we contend contravenes the Data Principles. Upon receiving such a notice, you must immediately cease the relevant use of the Services.

15.5 Copyright

- (a) You must ensure that any copies of the Australia Post Data made available to you pursuant to the Services display (without modification) the copyright notification and disclaimer (if any) on the Australia Post Data as provided to you.

15.6 Audit

- (a) You agree that Australia Post and/or any of their agents may upon reasonable prior written notice be entitled to reasonable accompanied access during business hours to your premises, systems, accounts and records of transactions for the purposes of verifying and monitoring your compliance with and performance of your obligations in respect of Australia Post Data under this Agreement

- (b) If it is identified (through the Audit or otherwise) that you have not complied with an obligation under this Agreement in respect of Australia Post Data, then without limiting any other rights or remedies, upon the request of us, you will promptly take all necessary steps to rectify and / or remedy such non-compliance.
- (c) The cost of any Audit carried out under clause 15.6(a) shall be borne by us unless the Audit reveals a material breach by you of your obligation under this Agreement in respect of Australia Post Data, in which case we shall be entitled to be reimbursed by you for all reasonable costs of the Audit (including Australia Post's and any agent's fees) and you shall so reimburse us within twenty (20) Business Days of such request.
- (d) Where you do not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 15.6 then you must pay us all reasonable costs incurred by us and Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of our invoice in respect of the same, and we may by written notice immediately suspend the supply and your use of the Solution or Australia Post Data.

15.7 Australia Post Liability

- (a) To the extent permitted by law, you agree not to pursue any right you may have against Australia Post for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and you irrevocably release and discharge both us and Australia Post from all such Claims and Losses.
- (b) You indemnify us against all losses, expenses, claims, costs and damages suffered or incurred by us arising out of or in connection with any Claim by Australia Post or a third party in relation to your use, access or receipt of Australia Post Data.

15.8 Relationship with Australia Post

- (a) We have contractual and other legal obligations to Australia Post, and by entering into this Agreement you enter into a contract on those terms and conditions set out in this Agreement that are necessary for us to enforce the terms of the Agreement and protect our (and Australia Post's) interests, including, without limitation, all those clauses that refer to Australia Post; and
- (b) We hold the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of us and Australia Post, and we may enforce those provisions on behalf of Australia Post

16 GENERAL

16.1 Notices

Unless otherwise specified in the Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with the Agreement must be in writing and sent to the person and contact details set out in the Order Form (or as otherwise agreed).

16.2 Governing law

The Agreement is governed by the law in force in Victoria, Australia. Each party submits to the exclusive jurisdiction of the courts of that place.

16.3 Assignment

- (a) We may assign, novate or sub-contract any or all of its rights or obligations, under this Agreement. You must execute any document reasonably requested by Us to give effect to the assignment or novation; and



(b) you must not assign, novate or sub-contract any or all of your rights or obligations, under this Agreement without our prior written consent (which must not be unreasonably withheld).

16.4 Waiver

A provision or a right created under the Agreement may not be waived except by written agreement between the parties.

16.5 Force Majeure

A party is not liable for any breach of the Agreement caused by an event beyond its reasonable control. This does not apply in relation to a failure to pay money.

16.6 Variation

(a) Subject to clause 16.6(b), the Agreement (including the Service Fees, subject to clause 7.1(d)) may only be varied by written agreement between the parties.

(b) Pursuant to the Agreement between us and Australia Post under which we are 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 Third Party Terms, we may do so, provided that we give you a reasonable prior written notice of such a variation.

16.7 Entire Agreement

The Agreement is the entire agreement between the parties and supersedes all previous agreements, understandings and negotiations on that subject matter.

16.8 Giving effect to the Agreement

Each party must, at the other's request, do everything reasonably necessary to give effect to the Agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

16.9 Exercising rights

(a) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

(b) The rights, powers and remedies provided in the Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the Agreement.

16.10 Separate and independent indemnities

Each indemnity in the Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of the Agreement.

16.11 Business Partners

If your business is introduced to us by a third party, we may pay that third party a commission.

17 INTERPRETATION

17.1 Definitions

These meanings apply in this Agreement unless the contrary intention appears.

"ABN" means Australian Business Number.

"Agreement" has the meaning given in clause 1.2.

"AMAS Data" means the Australia Post Address Matching Approval System, which is the AMAS Program.

"API" means an "Application Program Interface", which allows two programs to be interfaced according to clearly defined rules.

"Order Form" means an application form or order form (including online order) specifying the Services we will provide to you and the corresponding Service Fees.

"Approved Third Party" means a third party who you have appointed and we have approved to use the Data Validation Services on your behalf, in accordance with clause 4.3.

"Australia Post" means the Australian Postal Corporation (ABN: 28 864 970 579), including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.

"Australia Post Data" means Australia Post's AMAS Data and Postal Address File (PAF).

"Authorised User" means any of your personnel (including any personnel given "User ID"(s)), and any "Approved Third Party".

"Basic Support" means the basic support services described in item 1 in the table under Annexure 2 of these General Terms.

"Business Day" means Monday to Friday (inclusive) excluding public holidays in Victoria.

"Claim" means any claims, demands, actions or proceedings, actual or threatened.

"Confidential Information" means the provisions of the Agreement, all information provided by a party under the Agreement (including its business, technical, customer and other commercial information) in relation to the provision of the Services, and your "Original File".

"CPI Increase" shall be calculated according to the formula set out below and expressed as a percentage.

$$\frac{\text{Current CPI Index} - \text{Previous CPI Index}}{\text{Previous CPI Index}}$$

where each of Current CPI Index and Previous CPI Index are defined below.

For each year, the Australian Bureau of Statistics headline index average of eight capital cities for the relevant completed quarter of the calendar year before the anniversary of the Start Date for which the CPI Increase is being calculated (Current CPI Index) will be compared to the CPI index for the same quarter of the previous year (Previous CPI Index).

"Customer Application" means the customer application described in the Order Form.

"Data Breach" has the meaning given to it in clause 10.4(a).

"Data Principles" means the principles that govern how Australia Post Data must be used as set out in the applicable Third Party Terms.

"Data Subject" means an identified or identifiable natural person to whom Personal Information, which is being processed by us to perform the Services under the Agreement, relates.

"Data Validation Service" means the Service included on the relevant Order Form.

"Directory Database" means the White Pages® telephone directory databases and/or any other directory database maintained by us which is made up of multiple individual directory books and which contains, among other things, the names, addresses and telephone numbers of subscribers to telecommunications services throughout Australia.



"Enhanced Support Services" means the enhanced support services described in item 2 in the table under Annexure 2 of these General Terms.

"Excess Use Fee" means the Service Fee for use exceeding the Fair Use Limit for the Data Validation Service, as set out in the Order Form.

"GST" has the same meaning as in the GST Act.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

"Head Licences" means the relevant licences we have or may have with our third party data suppliers.

"Input Tax Credit" has the same meaning as in the GST Act.

"Intellectual Property Rights" means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"Law" means all laws including rules of common law and equity, statutes, regulations, determinations, by-laws, ministerial directions, subordinate legislation, ordinances, mandatory codes, standards and guidelines, writs, orders, injunctions and judgments and any applicable government authority requirements.

"Loss" means any liability, loss, damage, costs and expenses (including but not limited to legal costs on a solicitor and own client basis).

"Loss of Data" has the meaning given to it in clause 10.4(a).

"Materials" means Software, user guides and any other manuals or documentation relevant to that software that we provide you to enable you to use the Data Validation Services.

"Our Databases" means any database owned, operated or maintained by us (or our third party licensors) which is used to provide the Data Validation Services, including the Directory Databases.

"Our Directories" means any directory, list or other compilation produced by or for us containing listings of names (whether with or without associated address or telephone number details), but does not include the amended version of your Original File resulting from the provision of any of the Data Validation Services.

"Our IP" means all intellectual property in or to Our Databases, the Services, the Materials, our trademarks, any Output File and the PAF.

"Permitted Use" means the internal business purpose as specified in the Order Form, and in connection with Australia Post Data (if applicable) means the uses set out in the applicable Third Party Terms.

"Personal Information": shall have the meaning set out in the applicable Privacy Laws and shall be applied to all Data Subjects being processed under the Agreement; provided however, where this term is not defined, it shall mean any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Postal Address File (PAF)" means the database created by Australia Post containing information on addresses to which Australia Post may

deliver mail, the information associated with each address record on the PAF consists of the DPID and the address details in a correct address format.

"Pre-Existing IP" has the meaning given in clause 9.1(a).

"Privacy Act" means the Privacy Act 1988 (Cth).

"Privacy Laws" means all worldwide data protection and privacy laws and regulations applicable to the Personal Information (as defined below) including, as applicable, (i) Regulation 2016/679 (General Data Protection Regulation) (the "EU GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any and all applicable national law made under or pursuant to (i) or (ii); (iv) the EU GDPR as it is saved and incorporated into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); and (v) the California Consumer Privacy Act of 2018 and its corresponding regulations, as amended by the California Privacy Rights Act (collectively the "CCPA"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, and any other comprehensive US state privacy laws; (vi) Biometric Information Privacy Act of Illinois ("BIPA"); (vii) Privacy Act 1988 (AU); (viii) and Privacy Act 2020 (NZ); and (ix) any consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines, guidance and instructions issued under any of the above or by any other relevant national authorities.

"Professional Services" means any implementation, configuration, training, consulting or other professional services provided by us in connection with the Services and specified in the applicable Order Form.

"Prohibited Purpose" means any purpose, activity or use identified as prohibited, restricted or not permitted in the applicable Third Party Terms incorporated into this Agreement through Annexure 3.

"Record" means the identifying details of an individual or a company, which may include the name, postal address, email address, phone number, mobile phone number, ABN of that individual or company (as applicable),

"Schedule" means a schedule incorporated into these General Terms as set out in Annexure 3.

"Search" means a search for a listed address and/or telephone number performed by you using the Data Validation Services.

"Service Fees" means the fees for the Services as set out in the relevant Order Form.

"Services" means the applicable Data Validation Services, Support Service(s) and/or Professional Services set out in the relevant Order Form.

"Services Term" means the term specified on the Order Form.

"Software" means any software we provide you to enable you to access a platform that is used to provide the Data Validation Services.

"Solution" means Australia Post's solution (including software, products and/or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and is licensed to you under this Agreement.

"General Terms" means this document.

"Start Date" means the start date for the Agreement, as specified in the relevant Order Form.

"Subsequent Term" has the meaning given in clause 2.3.



"Support Services" means the Basic Support or Enhanced Support services.

"Tax Invoice" has the same meaning as in the GST Act.

"Taxable Supply" has the same meaning as in the GST Act.

"Term" means the period beginning on the Start Date and continuing until termination, and includes:

- (a) the Services Term; and
- (b) any Subsequent Term.

"User ID" means a user name and password that we may give you or your Authorised Users from time to time for the purpose of enabling you or your Authorised Users to use the Data Validation Services.

"we", "us" or "our" has the meaning given in the Order Form.

"you" or "your" has the meaning given in the Order Form.

17.2 References to certain general terms

Unless the contrary intention appears, a reference in this Agreement to:

(variations or replacement) a document (including this Agreement) includes any variation or replacement of it;

(clauses, annexures and schedules) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Agreement;

(reference to statutes) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations,

amendments, re-enactments or replacements of any of them;

(law) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them;

(singular includes plural) the singular includes the plural and vice versa;

(person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;

(executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(dollars) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;

(two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(meaning not limited) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

(reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

17.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Agreement.



ANNEXURE 1 – SERVICES

Permitted Use of the Services is data validation for the Customer's internal business purposes.

GBG TC

GBG TC is a live data validation system available via API. Example services include address suggestion and selection, landline and mobile phone verification, email verification, company look-ups from ABN or business phone number, and many others. A Description of the validation fields available as part of the Services is set out at: <https://datatools.com.au/resources/legal/gbg-tc/>. We will provide you with up to 8 hours of technical support (not including travel costs) for the purpose of aiding integration between your Customer Application and the GBG TC web-based API.

We will also review your integration and application code as relevant to ensure that the use of the Data Validation Service web-based API is within guidelines.

Batch Validation

We provide batch validation through the following methods:

1. GBG TC API; and
2. Professional Services (assisted batch validation); governed by the terms of this Agreement, and
3. the GBG self-service web portal, Seltaris, which is governed by the Seltaris Terms and Conditions.

Example services include address validation, mobile phone validation, and e-mail validation. A full service listing will be made available to you upon request. Unless otherwise noted to you, each Batch Validation Service requires you to submit records to us. Once a Batch Validation Service has been applied to all of your submitted Records, we will send you a file containing your Records as updated by the relevant service.

ANNEXURE 2 – SUPPORT SERVICES

Part A – Support Service Description

Item	Support Service	Description/inclusions
1	Basic Support (Data Validation Services only)	Coverage hours: 9am to 5pm AEST on Business Days. Basic support includes rectifying faults with the Services as follows during the above (Basic Support) coverage hours: • Our operations consultant will follow the standard fault resolution procedure (this may include further escalation of the fault). In the first instance, connection and diagnosis will occur. In most cases, it should be possible to rectify the issue with an elapsed time of less than 2 hours from notification. If the fault cannot be rectified immediately, Service restoration may take more than 2 hours elapsed time. • In the case of complex fault, it will be necessary for your technical representative (specified in the Order Form) to be available for consultation by telephone. • Support does not extend to communications links or other infrastructure for which you are responsible. • During the rectification of a fault, you will be kept informed at appropriate intervals by telephone until the issue is rectified.
2	Enhanced Support (Data Validation Services only)	Coverage hours: 24 hours a day, seven days a week (including national public holidays) Enhanced support includes rectifying faults as per Basic Support during the above (Enhanced Support) coverage hours. Customers entitled to Enhanced Support may access 24x7 support for Critical Incidents where the relevant Product or Service is entirely inaccessible and non-responsive. All other support requests will be addressed during Business Days and normal business hours.

Part B – Procedure for reporting a fault for the Support Services

1. If a problem arises which qualifies for the provision of support and you are unable to fix the problem, please contact the Help desk for your Product here:
<https://www.gbtplc.com/apac/contact/customer-support-enquiry/product/>
2. For critical incidents, the default channel of request would be the hotline number listed at
<https://www.gbq.com/apac/contact/customer-support-enquiry/product/locate/>

ANNEXURE 3

1. Schedules as set out at

<https://datatools.com.au/resources/legal/third-party-agreements-datatools-legal/> apply to the following validation types:

a)	Australian Address Validation	Schedule A GNAF End User Licence Agreement & Use Restriction
b)	New Zealand Address Validation	Schedule N LINZ Terms of Use
c)	E-mail Validation	Schedule E
d)	Phone Number Validation	Schedule P
e)	International Address Validation	Schedule I