

Seltaris ANZ: Mandatory Additional Terms – Australian Address Mandatory Terms

Last updated: 15 April 2026.

1. RECITALS

- a. These Additional Terms are supplementary to the General Terms agreed by the Parties and together with all other Seltaris Terms as defined, apply to the Seltaris ANZ product.
- b. These Additional Terms are the “end user terms” that apply to Australian address validation Services and Software provided by GBG to the Customer pursuant to an Order. The parties acknowledge that some or all of the data provided as part of Services and Software is provided to GBG by data services such as Australian Postal Corporation (“Australia Post”) and is subject to the Customer’s compliance with the terms of the Agreement.
- c. The Customer warrants and agrees that it shall comply with the Agreement and any reasonable directions from GBG as required to comply with Australia Post’s requirements from time to time.

2. DEFINITIONS

“Australia Post Data” means each PAF data set provided by Australia Post to GBG and made available to Customer as address validation data provided as part of the Services or Software. For the avoidance of doubt, the Australia Post Data will not be provided to the Customer as a data set or in any other format independent of the Services or Software; any specific request to do so would be subject to a customised order and additional terms are applicable. Australia Post Data excludes (i) any data input by the Customer and (ii) any output from the Services or Software that incorporate the Australia Post Data, such as validated addresses.

“Bureau Service” means processing an address database using the Services or Software for a Client and supplying that processed data to that Client.

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

“Client” means the end user customer of a GBG Customer who provides Bureau Services.

“Existing Address Database” means an address owned or provided by the Customer or third party but which expressly excludes the Australia Post Data.

“Server” means a single instance of the Software in a Production environment whether it is physical hardware or in a virtual (cloud) environment to Validate addresses. The Software must be integrated into an end-to-end process that is non-interactive to load data or receive output. *This definition shall apply to the relevant Order.*

“Services” has the same meaning as set out in the General Terms.

“Software” has the same meaning as set out in the General Terms.

“Transaction” means the process of comparing a single input address to records in the PAF (either a whole or part PAF record) resulting in the returning, displaying or storage of a record. For clarification, a Transaction may be:

- (i) the selection of a single record or part record from a display of multiple records;
- (ii) returning of a single record or part record from the PAF; or
- (iii) validating or confirming the input or part record exists in the PAF. *This definition shall apply to the relevant Order.*

“User” means an individual who interacts with a Software solution deployed on an individual workstation, terminal, handheld device or portable device internal to a Customer, and expressly excludes an individual who uses the Software through an external web interface (and each such use would be considered a Transaction). For avoidance of doubt, the Software may be deployed centrally for access by a number of Users concurrently. No additional fees are payable for deploying the Software centrally other than the applicable fees for the number of Users accessing the Software. In any user model, the named/individual users may change, however the number of concurrent users at any one time may not exceed the number of licensed users. *This definition shall apply to the relevant Order.*

3. DATA PRINCIPLES

- a. The Customer acknowledges 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.
- b. In addition to any limitations or requirements set out in an Order or otherwise in writing by GBG, the Customer must adhere to the following principles (the “Data Principles”) when accessing or using the Australia Post Data through the Services or Software:
- c. the Services and Software must not be used in any way that is likely to (as determined by GBG or Australia Post, acting reasonably):
 - i. cause harm, including financial, physical or psychological harm, to an individual;
 - ii. be contrary to the expectations of public trust in Australia Post;
 - iii. be contrary to the values of Australia Post; or
 - iv. be objectionable to the Australian community;

- v. the Services and Software must not be used;
- vi. for any fraudulent purpose, including identity theft;
- vii. to discriminate against, harass, vilify, offend or stalk a person, or assist any other party to engage in such conduct; or
- viii. for the purpose of avoiding compliance with any Laws, including Laws regarding modern slavery.

4. PROVISION OF SERVICES OR SOFTWARE TO CUSTOMERS – CUSTOMER'S RESPONSIBILITIES

- a. The Customer must not resupply the Services or Software to a third party, however may allow Customer third party service providers performing work on behalf of the Customer to use the Services or Software for the Customer's internal business purposes provided that the Customer will be responsible and liable for the acts or omissions of any third party service providers to which they make the Services or Software available as if they were the Customer's own acts or omissions.

The Customer acknowledges and agrees that:

its use and reliance on the Services or Software is at its own risk; and

to the extent permitted by Law in Australia and other than as expressly stated in this Agreement, GBG excludes all warranties, express or implied, including warranties of merchantability, fitness for a particular use, accuracy, completeness and quality of the Services or Software and the data included therein.

it must not make any false, misleading or deceptive representations (including to any other customer) in relation to the Services or Software, including as to the quality or other characteristics of the Services or Software;

it must act in good faith at all times towards GBG and Australia Post and give GBG and Australia Post such assistance and co-operation as reasonably requested in order to provide the Services or Software; and

it must not do anything which may adversely affect the reputation of GBG or Australia Post.

it must ensure that any Australia Post or GBG copyright and trademark notices that are included within the Services or Software must not be removed, and

it is not permitted to use any GBG or Australia Post branding (including branding of any GBG or Australia Post products) without express prior permission in writing from GBG or Australia Post respectively.

Neither GBG nor Australia Post will be responsible for any delay or failure by the Customer to comply with its obligations under this Agreement to the extent such delay or failure is caused or contributed to by any delay or failure by the Customer (including any of its officers, employees, contractors, agents or Customers) to comply with its obligations under this Agreement.

This Agreement does not create a contractual relationship between Australia Post and any Customer granted a right to use the Services or Software by GBG, and the Parties agree that Australia Post has no obligations or liability to any Customers.

The Customer indemnifies, and will keep indemnified and hold harmless, GBG and Australia Post including its directors, officers, employees and agents, and its data services providers, and any affiliates or resellers distributing the Services or Software to the Customer (“those indemnified”) from and against any Loss (including Loss arising in connection with Claim by a third party) that those indemnified may suffer or incur in connection with:

a Claim in relation to the data provided as part of the Services or Software under the Agreement;

a Customer’s breach of these Additional Terms, or

a Customer’s use, access or resupply of the Services or Software, or

a Customer’s violation of any applicable law or third party right (including any intellectual property or privacy rights) or any prohibition under the Agreement.

GBG reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Customer, in which event Customer agrees it shall cooperate with GBG.

5. ADDITIONAL TERMS

5.1 Data processing

(a) Processing of data shall be governed by GBG’s Data Processing Agreement.

5.2 Liability

(a) Any limitation of liability provisions set out in the Agreement are subject to this clause 5.2 which shall prevail in the event of any inconsistency.

(b) Liability for either party shall be uncapped in respect of a Party’s liability for any indemnity provided by that Party under this Agreement.

5.3 Fees

(a) The Customer acknowledges that any fees payable for the data component of the Services or Software shall be set out in the relevant Order, shall be subject to the payment terms in the Agreement (including the clauses relating to GST), and are payable to GBG; and

(b) If no increase is specified in the Agreement, the Customer agrees that GBG may increase the fees payable each year to the greater of 3% or the annual percentage increase in the Consumer Price Index (all groups, weighted average of eight capital cities) most recently published by the Australian Bureau of Statistics.

5.4 Suspension and Termination

a. The Customer agrees that in addition to the termination provisions of the Agreement, GBG may also direct customer to cease access to the Software or Services, or suspend or terminate the Customer’s rights under the Agreement at any time upon notice when, and for the duration of the period during which:

Australia Post suspend or terminate GBG’s access to the data; or

the Customer contravenes (or is believed, based on reasonable grounds, to be in possible contravention of) any Laws; or

the Customer commits a breach of this Agreement or is unable to perform its obligations pursuant to this Agreement.

GBG shall provide the Customer with at least 7 Business Days prior written notice to remedy the breach before exercising its rights under this clause, except where the breach is a material breach incapable of remedy or where the contravention or breach by the Customer relates to misuse of the Australia Post Data in which case GBG may immediately suspend or terminate the Customer's rights and the Agreement without providing the Customer with an opportunity to remedy the contravention or breach.

Refunds shall only be applicable as set out in the General Terms.

5.5 Audit

- a. GBG's standard audit terms as set out in the General Terms applicable to the Software or Services shall apply to Customer.

6. Australia Address Validation Use Case

	Contains Personal Information	Additional Permitted and Prohibited Uses of the Australia Post Data Set
6.1 Australian Address Validation	No	<p>(a) Permitted and prohibited uses as set out in the Agreement and any further permitted and prohibited uses as set out in your Order.</p> <p>(b) Where Customer wishes to use the Software or Services to provide Bureau Services, the Customer must seek written approval from GBG and agrees to the Bureau conditions below*.</p> <p>(c) The Services and Software cannot be used to validate NCOA (National Change of Address) data and no NCOA data will be provided.</p>
* 6.2 Use of the Software or Services to provide a Bureau Service	No	<p>6.2.1 Where a Customer who provides Bureau Services has obtained written approval from GBG to use the Software or Services to provide Bureau services, the Customer may use the Software or Services to provide a Bureau Service to their Client using the GBG Software or Services for one of the following purposes, subject to the conditions below and payment of any additional applicable fees set out in the relevant Order Form or GBG invoice:</p> <ol style="list-style-type: none"> (a) Validating addresses in an Existing Address Database solely owned by their Client; (b) Validating addresses within an Existing Address Database and supplying the Validated address to a Client; or (c) Validating addresses with an Existing Address Database as part of a data matching exercise to link to other

databases to enrich the Existing Address Database or provide a service to a Client.

6.2.2 The Customer who provides the Bureau Services to their Client agrees to ensure that their Client complies with the following restrictions, and shall be responsible for their Client's acts and omissions as though they are the acts or omissions of the Customer.

6.2.3 The Client may:

- (a) use the Validated addresses provided by the Client as part of the Bureau Service for the Client's internal business purposes only;
- (b) use the Validated addresses in Existing Address Databases solely owned by the Client for the purpose of joining and/or appending data or attributes from one database to the other; and
- (c) disclose the Validated addresses to another person (including subsidiaries, agents and franchisees of the Client), on the condition that:
 - (i) the recipient of the Validated addresses will not (and agrees not to) disclose the Validated addresses to any other person; and
 - (ii) the recipient of the Validated addresses will only use the Validated addresses for purposes that are directly related to the internal business purpose of the Client and not any other purpose.

6.2.4 Except as permitted in these Additional Terms, the Customer and the Client must not:

- (a) use the Validated addresses, whether owned by the Client or not, for the purpose of on-selling or commercial gain (including commercial gain from any derived insights);
- (b) provide Validated addresses to third parties, unless these third parties are contracted to carry out some work on behalf of the Client strictly for the Client's internal business purpose only; and
- (c) create any derivative works from the Validated addresses, unless it is solely for the Client's internal business purpose only and will not be commercialised, passed on or offered to any third party for commercial gain.

6.2.5 The Customer agrees to provide the Client company and contact information and any reporting on such Client information and related information as reasonably

requested by GBG for auditing purposes and also to enable GBG to comply with its agreements with its licensors.

7. Additional Terms - Resupply

7.1 Resale

- a. Customers are not permitted to resell or otherwise distribute the Software or Services or the output of the Software or Services unless they have entered into an Agreement with GBG expressly allowing such resale and are identified as a “Reseller” of GBG Software or Services and whose end user customers have agreed in writing to GBG’s terms including these Additional Terms. In addition to the above terms set out in these Additional Terms which apply to a Reseller (whereby references to Customer apply to the Reseller), the following clauses set out in this clause 7 shall apply to a Reseller.

7.2 Reporting and Financial Records

- a. Upon request and within no longer than 10 business days, the Reseller must provide GBG with a written report that includes the following information:
 - (i) the names, Australian Business Numbers (or overseas equivalent) and industry classifications of end user customers to whom the Software or Services have been provided; and
 - (ii) any other information reasonably requested by GBG from time to time that relates to the Software or Services, the calculation of Fees or the rights and obligations of either Party under this Agreement.
- b. Any further resupply beyond the Reseller must be approved by GBG in writing.
- c. The Reseller must keep and maintain separate records and accounts in respect of any transactions conducted by it in connection with these Additional Terms and the reseller agreement, for at least a period of seven years following the expiration or termination of this Agreement (or longer if required by Law). The records and accounts must:
 - (i) be sufficient to enable GBG to verify the fees that are payable; and
 - (ii) contain all information as may be reasonably expected to be required or subsequently requested by GBG from time to time in order to verify the Reseller’s compliance with this Agreement.