

Experian QAS AUS Licence Terms and Conditions



This licence is an agreement between the customer referred to in the Order Confirmation, and the Experian QAS company also specified in the Order Confirmation, and covers your licence for use of the Licensed Programs, Documentation and the Data we provide to you from time to time. Your use of the Data as well as other particular uses of the Licensed Products may be governed by third party Data Provider Licences and other terms and conditions which can be viewed on Our Website and which form part of this Licence Agreement.

1. Licence

By installing and using the Licensed Products, you acquire and agree to a non-exclusive licence to use the Licensed Products on the terms of this Agreement.

2. Term

Subject to the terms of this Agreement, this Agreement: (a) commences on the Effective Date and continues for the Initial Licence Period; and (b) will be automatically extended after the Initial Licence Period for an Additional Term (and thereafter, subsequent Additional Terms) unless terminated in accordance with clause 15 of this Agreement.

3. Payment

3.1 In return for the licence to use the Licensed Products for the Initial Licence Period and the services we provide to you under this Agreement during the Initial Licence Period, you agree to pay to us the Initial Licence Fee in accordance with this Agreement.

3.2 In return for the licence to use the Licensed Products for an Additional Term and the services we provide to you under this Agreement during that Additional Term, you agree to pay to us the Renewal Fee in accordance with this Agreement.

3.3 We may increase the Renewal Fee in respect of an Additional Term by giving you notice in writing at least sixty (60) days prior to the commencement of that Additional Term:

- (a) by an amount which represents the proportionate increase (if any) in the All Groups Consumer Price Index as published by the Australian Bureau of Statistics during the most recent period of twelve months (for which the index provides figures) prior to the date of the notice; and/or
- (b) by an amount which reflects any New Versions you have installed; and/or
- (c) by an amount considered by us to be reasonable if we determine that the existing Renewal Fee does not give us an appropriate return when compared to returns from other of our customers, but in no event will any such increase be greater than ten (10) percent of the previous Renewal Fee; and/or
- (d) by an amount sufficient to pass on any increase in the price of the Data notified to us by the relevant Data Provider.

3.4 Unless otherwise agreed in writing, all fees payable under or in relation to this Agreement are exclusive of all taxes, duties and government charges, including the Goods and Services Tax ("GST"). If GST is imposed on any supply made under or in accordance with the Agreement, you agree to pay to us an additional amount equal to the GST payable on or for the taxable supply subject to you receiving a valid tax invoice in respect of the supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement and the GST shall be calculated at the rate which applies under the GST legislation at the date of the taxable supply. We may add any new or increased tax, duty or government charge but not our corporate or personal income taxes and will give you as much notice as possible of the addition to our fees. The increased fee is payable within thirty (30) days of the date of invoice.

3.5 You must pay all relevant fees to us (including any tax or duty component) within thirty (30) days of the date of our invoice to you for the relevant fee. If you fail to pay the relevant fee by the due date, we reserve the right to charge interest on any unpaid fee at two (2) per cent above the bid rate at or about 10.30 am (Sydney time) on the day on which the amount payable is due, as displayed on the Reuters screen BBSY page for a 90 day term.

4. Ownership

This Agreement does not pass to you any intellectual property or other ownership rights in the Licensed Products.

5. Delivery and risk

5.1 On or before the Effective Date we will deliver to you the agreed number of Licensed Products on the agreed media. Any Data Updates, New Releases and New Versions delivered to you will also be delivered on the agreed media.

5.2 Risk in the media passes to you on delivery.

6. Installation

You are responsible for installing the Licensed Programs and Data on your equipment. We will assist you with

installation in accordance with clause 12 – Technical support. You must install the Licensed Programs and Data in accordance with the Documentation.

7. Restrictions on use

7.1 You agree to:

- (a) use the Licensed Products strictly in accordance with the terms and conditions of this Agreement and in accordance with the Documentation and any reasonable procedures, instructions and guidelines issued by us;
- (b) use the Licensed Products solely in conjunction with the operating system and applications (if any) and solely on the equipment and at the location (if any) specified in the Order Confirmation;
- (c) use the Licensed Products only for your own

internal business purposes and solely for the purpose of obtaining and managing addresses, postcodes and other elements of the Data. Where your internal business purpose extends to the use of the Licensed Products in a bureau arrangement, you must observe any restrictions (including any absolute bar) on the use of Data in Service Bureau arrangements set out in any Data Provider Licence or on Our Website;

(d) ensure that you do not exceed your Authorised Use and that, subject to clause 7.2(e), all persons who operate or access the Licensed Programs and Data are your employees (including temporary employees or individual independent contractors acting on your behalf) only, and are made aware of and abide by all relevant terms and conditions of this Agreement. You must have a reasonable mechanism in place to ensure that your access to the Licensed Programs and Data does not exceed the Authorised Use. You will be responsible for the acts of all persons in relation to the access or use of your copy of the Licensed Programs and Data;

(e) keep the Licensed Products confidential and secure and to back up your data in accordance with reasonable industry practice;

(f) only install and use the Licensed Products in, and access the Licensed Products from, those countries notified to you in the Order Confirmation or Special Terms;

(g) comply with all relevant laws and regulations including the Privacy Act 1998 (Commonwealth) and any State based and other privacy or data protection related legislation, regulation or code of practice relevant to your use of the Licensed Products ("the Privacy Acts"), in your use of the Licensed Products. We are not liable or responsible for your breach of these laws or regulations even if it occurs as a result of your use of the Licensed Products; (h) use or install the Licensed Products on the internet, an extranet or upon any other similar type of electronic communications network only in accordance with any terms and conditions relating to such use that are specified in an Order Confirmation; and (i) take all reasonable steps to prevent the occurrence of any of the events in clause

7.2 and notify us immediately if you become aware of the happening of any of those events

7.2 You agree not to:

- (a) without our prior written consent or save as permitted by law, copy, reproduce, translate or do any act which infringes the copyright in the Licensed Products;
- (b) create a derivative work from the Licensed Products by any means;
- (c) decompile, disassemble or reverse engineer the Licensed Programs or Data save as permitted by law;
- (d) give, lease, licence, rent, assign, transfer, disclose or otherwise make available the Licensed Products (in any form) to any other person without our prior written consent;
- (e) permit any other person or company (including your related bodies corporate as defined in the Corporations Act 2001) to use the Licensed Products without our prior written consent; If you wish to outsource your information technology requirements and this involves a third party taking over the management of the Licensed Programs or Data, we will discuss with you the options to enable this to occur but at no time will the third party be permitted to use the Licensed Programs or Data other than for your own internal business requirements;
- (f) use the Licensed Products for the business purposes of any other person (either conventionally or on the internet an intranet or an extranet);
- (g) do anything which adversely affects or damages our interests or the interests of our related or associated companies or of any of the Data Providers, including ownership interests in the Licensed Products. In particular, you will not do anything which will place us in breach of the Privacy Act 1998 (Commonwealth) and any State based and other privacy or data protection related legislation, regulation or code of practice relevant to your use of the Licensed Products ("the Privacy Acts");
- (h) use those of the Licensed Programs which are interactive, either:

(i) as a batch tool; or
(ii) to build lists;
(j) remove or alter any existing copyright, trade mark or proprietary notice on or attached to the Licensed Programs, and you must ensure that all copyright, trade mark and/or proprietary notices contained in or on attached to the Licensed Products are reproduced on any copies or materials derived from any of the Licensed Products which you may receive.

8. Back up or archival copies

You may retain the copy of the Licensed Programs and Data provided to you solely for the purpose of back up and restoration.

9. Additional use

If you would like to increase your Authorised Use of the Licensed Programs and Data, you must first notify us, identifying the additional use required. We will respond by advising you of the applicable licence fee. Upon receiving confirmation that these fees are acceptable to you, we will send you an Order Confirmation and invoice you for the addition to your Authorised Use. Upon receipt by us of payment, this Agreement will be deemed to be amended to reflect the addition to your Authorised Use and revised fees charged pursuant to this clause will reflect your existing usage of the Licensed Products and will be dependent upon you renewing all those Users, Clicks or Servers (as applicable) for which you were previously licensed.

10. Transfer

If you wish to use the Licensed Programs and Data on equipment, at a location or in conjunction with applications or an operating system different from those specified in the Order Confirmation, you must first notify us, identifying the alternate equipment, location, application or operating system. We will respond by advising you of whether such different use is possible and, if so, the fees and other conditions associated with such different use including by way of conditions located on Our Website. Upon receiving confirmation that these fees and conditions are acceptable to you, we will send you an Order Confirmation and invoice you for the applicable fees. Upon receipt by us of payment, this Agreement will be deemed to be amended to reflect such different use and other conditions (if any).

11. Data Updates, New Releases and New Versions

11.1 We warrant that we will issue you with Data Updates as soon as possible after receiving them from the relevant Data Provider. If any particular Data Provider alters the interval for delivery of Data Updates, we will offer a matching alteration to the provision by us to you of the relevant Data Update. We may charge a reasonable additional fee to the Initial Licence Fee or Renewal Fee which reflects the more frequent provision of the relevant Data Update, provided that you are not obliged to accept a more frequent provision of Data Updates than that prevailing at the Commencement Date.

11.2 We will issue you with New Releases from time to time in accordance with our policy on New Releases as may exist from time to time. Any such New Releases will form part of the Licensed Programs for the purposes of this Agreement and are subject to the terms and conditions of this Agreement as if they formed part of the original Licensed Programs.

11.3 You must install Data Updates and New Releases issued to you within one calendar month of receipt.

11.4 New Versions are not included in the Initial Licence Fee or Renewal Fee. We will advise you of the availability of New Versions from time to time and of the fees and any other conditions in respect of such New Versions. You are not obliged to take New Versions, however we reserve the right to discontinue the provision of Data Updates to you by at least twelve (12) months notice in writing if the following conditions are met: (i) either your version of the Licensed Programs has been superseded by more than two New Versions, or the media upon which your Data Updates is supplied is obsolete and you are unable to accept an alternative media; and (ii) a technically feasible upgrade path to our most recent New Version is available from us.

11.5 Unless otherwise agreed, this Agreement applies to New Versions which will be subject to the terms and conditions of this Agreement as if they were the original Licensed Programs.

12. Technical support

12.1 We will provide you with support services relating to the Licensed Products in accordance with our Support Services Policy as we may amend from time to time by giving you at least twelve (12) months written notice. You acknowledge that the provision of support services is conditional upon you complying with your responsibilities as set out in our Support Services Policy. Where you have obtained the Licensed Products through a Experian QAS Business Partner, the Experian QAS Business Partner will provide you with support services in the first instance unless we agree otherwise.

12.2 Charges for any services not included within this Agreement will be invoiced to you, payable within thirty (30) days of the date of invoice. These charges will be at our rates as may exist from time to time and which we will notify to you prior to the provision of the services.

12.3 We are not obliged to provide you with support services relating to versions of the Licensed Products which meet the conditions specified in clauses 114(i) and 114(ii)

13. Warranties

13.1 Subject to the terms and conditions of this Agreement, we warrant that: (a) the Licensed Programs will conform to the description specified in the Documentation provided that the Licensed Programs are properly used in accordance with the Documentation and on the appropriate operating system and provided also that you are in compliance with your responsibilities as set out in our Support Services Policy. Where the Licensed Programs do not so conform and you can identify to us the failure to conform we will replace the Licensed Programs with the Licensed Programs that do so conform. The replacement of the Licensed Programs with Licensed Programs which conform to the description specified in the Documentation will be our sole liability relating to a failure of the Licensed Programs to conform to the description specified in the Documentation notwithstanding any other provision of this Agreement (b) we have the right to licence the Licensed Products to you in accordance with this Agreement;

(c) the Licensed Programs do not infringe the copyright or breach the trade secrets of any person; (d) any services we provide to you under this Agreement will be performed with reasonable skill and care;

13.2 (a) Nothing in the Agreement excludes, restricts or modifies any condition, warranty, right or remedy which is conferred on you by the Trade Practices Act 1974 (Cth) or any other consumer legislation as amended (the "Acts") which we are not lawfully able to exclude, restrict or modify. Where we breach a non-excludable condition or warranty which has been implied by the Acts, our liability for breach will be limited, to the extent lawfully permissible, to: (i) in the case of supply of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent materials, or the payment of the cost of having the goods repaired; (ii) in the case of the provision of services, the supplying of the services again, or the payment of the cost of having the services supplied again; whichever we see fit to provide. (b) The rights and remedies that you have under the Agreement are in addition to the non-excluded rights and remedies that you have under the Acts. 13.3 Except as this Agreement expressly provides otherwise, we give no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Licensed Products (or, in particular, in relation to the Data and any reports or items generated or produced by or with the aid of it), and all implied conditions and warranties are excluded to the fullest extent permitted by law.

13.4 We give no condition, warranty or undertaking as to the benefits which may accrue, including profitability, revenue or pricing benefits, from your use of the Licensed Products. 13.5 Our warranties in this Agreement are conditional upon: (a) you complying with your obligations under this Agreement; (b) no alterations being made to the Licensed Products by any person other than us and (c) no incorrect use, abuse or corruption of the Licensed Products by you.

13.6 You warrant that you are authorised to enter into this Agreement and also that you have the consent of all relevant third persons for us to use and process your data and information for the purposes of this Agreement.

14. Liability

14.1 You acknowledge that in entering into this Agreement you have not relied in any way on our representations, descriptions, illustrations, specifications, skill or judgment except as expressly specified in this Agreement and that you have satisfied yourself as to the condition and suitability of the Licensed Products for your purposes. You acknowledge that the Licensed Products have not been developed to meet your particular requirements.

14.2 (a) Except as expressly set out in this Agreement we have no liabilities to you whatsoever. (b) We accept unlimited liability for our negligent acts or omissions resulting in personal injury or death.

(c) We accept liability for our negligent acts or omissions resulting in damage to your tangible property subject to a limit of AUD \$250,000. (d) We accept liability for: (i) breach of our contractual obligations under this Agreement; and (ii) our negligent acts or omissions (other than those specified in clauses 14.2(b) and 14.2(c) above) subject to a maximum aggregate liability of the value of the Initial Licence Fee which you pay us under this Agreement. If a number of events results in or contributes to substantially the same loss or damage, then they shall be treated as giving rise to only one claim. (e) Save for any liability under clause 14.4, we exclude liability for all of the following:

- (i) third-party claims against you for damages
 - (ii) loss of or damage to, your records or data;
 - (iii) indirect or consequential loss; or
 - (iv) loss of profits, business, revenue, goodwill or anticipated savings.
- (f) Prior to making any claim against us for breach of this Agreement, negligence or any other action, you must give us a reasonable opportunity to remedy the defect or breach the subject of the claim. We will not be liable for any such defect or breach which we have remedied within

a reasonable time.

14.3 You will indemnify us and keep us indemnified against all and any demands, claims, actions and proceedings whatsoever and howsoever arising made by any third person in connection with or arising out of:

- (a) your use of the Licensed Programs in combination with other programs, or items or any modification you make to the Licensed Programs, constituting an infringement of that person's intellectual property rights;
- (b) any alleged mis-use by you of the Data; (c) any breach by you of a Data Provider Licence; and (d) your continued use of the Licensed Programs in circumstances where you have been requested by us not to use the Licensed Programs due to an intellectual property infringement claim against us and you have been provided with a suitable alternative under clause 14.4(e).

14.4 We will indemnify you and keep you indemnified against all and any demands, claims, actions and proceedings ("Claims") whatsoever and howsoever arising made by any third person in connection with a breach by us of the warranty in clause 13.1(c) provided that: (a) you must advise us in writing immediately you become aware of any Claims against you that such use infringes the third party's intellectual property rights; (b) you give us immediate and complete control of such Claims; (c) you give us all reasonable assistance in relation to such Claims; (d) the Claims do not arise as a result of your use of the Licensed Programs or Documentation in conjunction with other programs or items we have not approved; and (e) you allow us to replace or modify the Licensed Programs and Documentation so as to remove such infringement where possible provided that the replacement or modification offers equivalent functionality. The above indemnity states our entire liability in respect of the infringement of the intellectual property rights of any third party. This indemnity will not apply to the Data.

15. Termination

15.1 We may immediately terminate this Agreement (or part of it) in respect of a particular Licensed Product by notice in writing to you if:

- (a) you breach any material term or condition of this Agreement which is capable of remedy and fail to remedy that breach within thirty (30) days of being notified of the breach in writing; (b) you breach any material term or condition of this Agreement which is incapable of remedy; (c) you fail to pay any fee payable under this Agreement within thirty (30) days of the due date; (d) our right to distribute any of the Data is terminated for any reason or expires; (e) we decide, for any reason, not to continue distributing any of the Data and give you at least twelve (12) months notice in writing of such discontinuance; or (f) you become bankrupt or subject to any form of insolvency administration including, if you are a company, the appointment of a receiver, liquidator or agent in possession or the passing of a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction).

15.2 You may terminate this Agreement (or part of it) in relation to a particular Licensed Product by notice in writing to us if: (a) we breach any material term or condition of this Agreement which is capable of remedy and fail to remedy that breach within thirty (30) days of being notified of the breach in writing; (b) we breach any material term or condition of this Agreement which is incapable of remedy; (c) we become bankrupt or subject to any form of insolvency administration, including the appointment of a receiver, liquidator or agent in possession or the passing of a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction); or (d) you give us written notice of termination at least thirty (30) days prior to the next Renewal Date, in which case such termination will be effective on the next Renewal Date.

15.3 If this Agreement (or part of it) in relation to a particular Licensed Product is terminated, you must immediately stop using the relevant Licensed Products, permanently erase the Licensed Programs, Data and, all related files from your computer and, at your cost, immediately return all copies of the Licensed Products to us and certify to us that you have complied fully with this clause 15.3. If only part of this Agreement is terminated, this clause applies to the Licensed Products relevant to such termination.

15.4 If this Agreement (or part of it) is terminated by us because our right to distribute the Data is terminated or expires or because we decide, for any reason, not to continue distributing the Data, we will refund to you the proportionate amount of the relevant Data Licence fees you have paid to us to use the relevant Data referable to the balance of the relevant period.

15.5 Termination of this Agreement (or part thereof) is without prejudice to any rights which may have accrued prior to termination.

16. Performance

We may perform our obligations under this Agreement through third parties who will perform those obligations on our behalf. We remain liable to you in respect of those obligations at all times.

17. Audit

You agree, upon reasonable notice from us, to permit us to enter any of your premises and to allow and assist us to access any of your equipment at any time during your normal business hours (and irrespective of whether we have terminated this Agreement or not), in order to verify that your use and/or possession of the

Licensed Products is in accordance with this Agreement. We agree to keep confidential any confidential information obtained by us in the course of such an inspection, save for the purpose of legal proceedings or obtaining legal advice.

18. Data provider terms and conditions

18.1 You agree to comply with the terms and conditions of any Data Provider Licence. Data Provider Licences are the specific terms and conditions of a Data Provider relating to the use of that Data Provider's Data. Data Provider Licences will form part of this Agreement and you acknowledge that we are entitled to enforce any Data Provider Licence directly against you.

18.2 You acknowledge that Data Provider Licences are subject to change from time to time by Data Providers and that the terms upon which we provide Data which is not the subject of an express Data Provider Licence may also be changed by Data Providers. We will give you as much notice as we can of any such changes. If you find such changes unacceptable, you may terminate the relevant Data Provider Licence. If such termination occurs prior to a Renewal Date we will refund to you the proportionate amount of the relevant licence fees you have paid to use the relevant Data referable to the balance of the relevant period.

19. Terms on Our Website

Under this Agreement, additional or varied terms and conditions to those of this document may apply to your use of the Licensed Products in certain circumstances, for example: (a) Use as part of a Service Bureau; and (b) Terms and conditions in Data Provider Licences. These additional or varied terms will be located on Our Website. We may amend these terms from time to time. You agree that placement on Our Website is sufficient notice of these terms and conditions to you and that you will be bound by them.

20. Special terms

You agree to comply with any Special Terms. Special Terms are any terms and conditions additional to the terms set out in this document and specified in the Order Confirmation. The Special Terms (if any) will form part of this Agreement.

21. Conflicting terms

In the event of conflicts arising between the terms of this Agreement and any other terms and conditions mentioned in this Agreement or any Data Provider Licence, the following ascending order of priority (with (1) having the highest priority and (4) having the least) will prevail: (1) Data Provider Licence; (2) Special Terms and conditions; (3) Terms and conditions located on Our Website; and (4) The main body of this Agreement.

22. Geographic scope

Use by you of the Licensed Products outside any countries referred to in the Order Confirmation (including any Special Terms) could breach the terms of applicable Data Provider Licences and you would not be entitled to technical support services in non-agreed countries.

23. Experian QAS Business Partners

We have agreements with Experian QAS Business Partners. When you order Licensed Products marketed to you by an Experian QAS Business Partner, we confirm that we are responsible for providing the Licensed Products to you as required by this Agreement. The Experian QAS Business Partner is responsible for providing support services to you in the first instance unless we agree otherwise. The Support Services Policy specifies the support services that Experian QAS offers to Experian QAS Business Partners. You acknowledge that the terms of this Agreement apply to the Licensed Products so ordered by you. We are not responsible for: (a) the actions, statements or representations of Experian QAS Business Partners; (b) any additional obligations they have to you; (c) any products or services which they supply to you under their arrangements with you.

24. Force Majeure

24.1 Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure (being any of the following: act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, and any event beyond the reasonable control of the party claiming to be excused from performance of its obligations).

24.2 If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that:

- (a) it promptly notifies the other party ("unaffected party") of the occurrence of the Force Majeure; and
- (b) it discusses with the unaffected party possible action to be taken to overcome the effect of the Force Majeure; and (c) it uses all reasonable endeavours to overcome the Force Majeure.

24.3 If the Force Majeure persists for a period of 28 days or more, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability to pay any outstanding

Initial Licence Fee or Renewal Fee.

25. Assignment

You may not assign, novate, transfer, encumber, mortgage or licence all or any part of this Agreement or any of your rights, benefits or obligations under it in any way without our prior written consent which consent will not be unreasonably withheld. We may assign or novate any of our rights, benefits or obligations under this Agreement to any other person. We will give you written notice of any such assignment or novation.

26. Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement is not to be construed or deemed to be a waiver of that party's rights under this Agreement.

27. Governing law and jurisdiction

27.1 This Agreement is governed by and to be construed in accordance with the laws of New South Wales. Any disputes concerning this agreement are to be resolved by the courts or other tribunals or processes of New South Wales.

27.2 Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

28. Data protection

You agree that we may use or process Customer Data for the purposes of this Agreement and/or for our business purposes generally. Such use or processing may include transferring Customer Data to other companies or branches within our group worldwide and/or its storage in a centralised database.

29. Confidentiality

29.1 Where any Confidential Information is provided under this Agreement, the recipient agrees that:

- (a) they will not divulge such Confidential Information to any third party without the prior written consent of the disclosing party (b) they will only divulge the Confidential Information to those employees who are directly involved in the purposes for which it was provided; and (c) that they will ensure that such employees are aware of and comply with the terms of this clause

29.2 The provisions of clause 29.1 will not apply to: (a) Information in the public domain otherwise than by breach of this Agreement (b) Information obtained from a third party who is free to divulge that information (c) Information demonstrated to be already within the knowledge of the recipient at the time of disclosure

30. Survival of terms

Notwithstanding any other provision in this Agreement, the following clauses will expressly survive termination or expiry of this Agreement – clauses 14 (Liability), 15 (Termination), 17 (Audit) and 18 (Data Provider Terms and Conditions).

31. Notices

Any notice to be given under this Agreement is to be delivered by ordinary post, hand delivery, or facsimile (such facsimile to be confirmed by letter posted within twelve (12) hours of the facsimile being sent) to the address of the other party as set out in the Order Confirmation (or such other address as may be notified). Such notice will be deemed to have been given or served upon the expiration of twenty-four (24) hours after posting by ordinary post, at the time of delivery if by hand delivery, and upon the expiration of twelve (12) hours if by facsimile. If a notice is received by a party after 5pm (that party's time) or on a day when that party is not ordinarily open for business, the notice will be deemed to have been given at 9am on the next day when that party is ordinarily open for business.

32. Third party rights

Save in respect of any rights reserved by our Data Providers under any Data Provider Licence, the parties agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.

33. Interpretation

(a) This Agreement contains the entire understanding between the parties as to the licence of the Licensed Products. This Agreement supersedes any terms and conditions in any way related to the Licensed Products set forth in any purchase order or other document, including any purchase order you may subsequently provide to us. Such terms and conditions will be null and void. (b) Every provision of this Agreement is severable from the others and the severance of a provision will not affect any other provision. (c) A reference to a person includes a reference to a firm, corporation or other corporate body. (d) A reference to the singular includes the plural and vice versa. A reference to one gender includes a reference to the other genders. (e) A reference to any Act or regulation including a reference to that Act or regulation as amended, updated or consolidated from time to time and any replacement

or substituted Act or regulation.

34. Definitions

"Additional Term" means a twelve (12) month period. "Agreement" means the terms and conditions of this document, the Order Confirmation, any Data Provider Licence and any document incorporated by specific reference including any terms and conditions located on Our Website.

"Authorised User" means the number of Users, Clicks or Servers (as applicable) within your organisation which are authorised to use the Licensed Products, such number to be specified in the Order Confirmation.

"Click" means the display of a record or part of a record in response to the entry of a query to the Licensed Products. "Confidential Information" means any and all information relating to the affairs and/or business of either you or us and/or our respective customers, suppliers, clients or group companies in or on any medium or format, including trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, employee lists, customer lists, prospective customer lists, market opportunities and transactions.

"Customer Data" means any data or information provided by you in connection with this Agreement, including personal data such as an individual's contact details. "Data" means the information or data provided as part of or in conjunction with the Licensed Programs, which information or data is ordered by you as specified in the Order Confirmation. The information or data includes any Data Updates.

"Data Provider" means the owner of the Data or the person who has the right to licence or provide the Data for use by third parties.

"Data Provider Licence" means the specific terms and conditions of a Data Provider relating to the use of that Data Provider's Data, as set out on Our Website.

"Data Update" means an update to the Data supplied to you under this Agreement and included in the Initial Licence Fee and Renewal Fee.

"Documentation" means the user guide, operational manual and any other materials relating to the use or operation of the Licensed Programs as provided to you. "Effective Date" means the date of commencement of your right to use the Licensed Products, as specified in the Order Confirmation. "Initial Licence Fee" means the fee specified as such in the Order Confirmation. "Initial Licence Period" means the period specified as such in the Order Confirmation and commencing on the Effective Date.

"Licensed Products" means the Licensed Programs, the Documentation and the Data.

"Licensed Programs" means the object or executable code of the "Experian QAS" computer programs ordered by you and as specified in the Order Confirmation, including any New Release.

"New Release" means any maintenance release relating to the Licensed Programs including error fixes, minor upgrades and patches (but not including New Versions), which we make available to you under this Agreement or otherwise and which are included in the Initial Licence Fee and Renewal Fee; "New Version" means a new version (as determined by us) of the Licensed Products (or part thereof) which we make available to you under this Agreement or otherwise but which is not included in the Initial Licence Fee or Renewal Fee.

"Order Confirmation" means the completed form entitled "Software Order Confirmation".

"Our Website" means www.qas.com/legal or such other URL as notified to you.

"Experian QAS Business Partner" means an organisation authorised by us to market certain of the Licensed Products.

"Renewal Date" means the date of expiry of the Initial Licence Period or of any subsequent Additional Term. "Renewal Fee" means the fee specified as such in the Order Confirmation (as increased from time to time in accordance with this Agreement). "Server" means a server version of the Licensed Programs.

"Service Bureau" means a business which processes data for or on behalf of third parties, including through the use of the internet or other electronic based services.

"Special Terms" means any terms or conditions specified as such in the Order Confirmation.

"Support Services Policy" means our support services policy located on Our Website, which sets out the terms and conditions on which we will provide technical support services to you.

"User" means a personal computer, workstation, terminal or peripheral device within your organisation which can access either directly or indirectly any of the Licensed Programs or any part of the Data.

"we" or "us" or "our" means the Experian QAS company specified in the Order Confirmation.

"you" or "your" means the name of the customer specified in the Order Confirmation.

Experian QAS Licence AUS - April 2006

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