



PSMA End User Terms and Conditions

1. INTERPRETATION

1.1. Definitions

In this Agreement, unless the contrary intention appears:

- 1.1.1. “**PSMA**” means PSMA Australia Limited ABN 23 089 912 710
- 1.1.2. “**PSMA Data**” means those data sets created by PSMA, including but not limited to Geocoded-National Address File (G-NAF), Administrative Boundaries and Postcode Boundaries
- 1.1.3. “**User**” means an employee or authorised contractor of the Client who has access to the PSMA Data

1. ADDITIONAL RESTRICTIONS

1.1. The Client is not permitted to:

- 1.1.1. grant anyone (including any group companies) access to PSMA Data, other than its Users;
- 1.1.2. create a commercial product or service from PSMA Data;
- 1.1.3. use the PSMA Data for direct marketing;
- 1.1.4. display or distribute (whether for consideration or not) PSMA Data including, for example, address details, XY coordinates or vector format data over an open electronic network (including the internet).

- 1.2. Notwithstanding any other provision of this licence, the Client acknowledges and agrees to comply with any future legislation and/or Government policy which imposes binding restrictions or limitations on the use of the PSMA Data, including any restrictions or limitations relating to the supply of PSMA Data or elements thereof to any person, and the terms of this licence will be varied accordingly.

2. PROTECTION OF PSMA DATA – LABELLING AND NOTICES

- 2.1. The Client shall comply with any reasonable directions of Experian regarding the form and content of any copyright notice, PSMA thumbprint and/or disclaimer that is to appear on PSMA Data.

3. ASSISTANCE

- 3.1. The Client shall render all reasonable assistance to PSMA in relation to any actual, suspected or anticipated infringement of intellectual property rights in the PSMA Data.
- 3.2. The Client shall, at no charge, provide Experian with suggestions to correct any errors detected in the PSMA Data.

4. IMPLIED TERMS

- 4.1. The Client acknowledges that in respect to the PSMA Data, neither Experian nor PSMA, have any liability (including liability in negligence) to the Client for any loss or damage, consequential or otherwise, suffered or incurred by the Client caused by or resulting directly

or indirectly from any failure, defect or deficiency of any kind in the PSMA Data and/or advice, recommendation, information or services provided to the Client.

5. INDEMNITY

- 5.1. The Client indemnifies and hold harmless, PSMA and its officers, employees and agents (“**those indemnified**”), from and against any damages, loss (including loss of profits and any other consequential loss), costs, expenses (including legal costs and expenses) or liability incurred or suffered by any of those indemnified arising from:

- 5.1.1. any claim from a third party alleging infringement of the intellectual property rights and which arises from use of the PSMA Data in a manner or for a purpose not reasonably contemplated or not authorised by Experian under this licence;
- 5.1.2. a breach of the Client’s obligations under this licence or the other terms of the Agreement; or
- 5.1.3. any wilful, unlawful or negligent act or omission by the Client.

6. TERMINATION

- 6.1. In addition to the termination rights under this Agreement, Experian will be entitled to terminate immediately this licence by notice to the Client if:
 - 6.1.1. PSMA gives written notice to Experian for Experian to terminate this licence;
 - 6.1.2. the Client ceases or threatens to cease conducting the Client’s business in the normal manner.
- 6.2. If Experian’s agreement with PSMA expires or terminates during the term of the Client’s agreement with Experian, this licence shall terminate at the time of such termination or expiry.
- 6.3. The Client shall do all that is possible to mitigate the Client’s losses arising from the termination of the Agreement.

7. PSMA DISCLAIMER

- 7.1. While every care is taken to ensure the accuracy of the data within this product, the owners of the data (including the State, Territory and Commonwealth Governments of Australia) do not make any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and, to the extent permitted by law, the owners of the data disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damages) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.

8. SPECIAL TERMS AND CONDITIONS

- 8.1. If the Client has purchased a per User licence for PSMA data then the following Special Terms apply:
 - 8.1.1. The Client warrants that the number of Users specified within the order fully covers

all the Users within its organisation (as defined by Australia Business Number) of PSMA Data for business purposes.

- 8.1.2. If the number of Users increases, the Client warrants that it will inform Experian immediately in order to facilitate the acquisition of the appropriate number of additional licences.
 - 8.1.3. If this Agreement is terminated, the Client may continue to use PSMA Data within its organisation under the terms of this Agreement. If the number of Users or use of PSMA Data changes after termination then the Client warrants that it will immediately contact Experian in order to acquire the correct licence.
- 8.2. If the Client has purchased PSMA data for use in the Experian Materials from another licensed value added reseller of PSMA Distribution or PSMA Australia or, if the Client is a government agency, and is allowed to use PSMA within its area of administration without royalty, then the following Special Terms apply:
- 8.2.1. The Client warrants that it has signed the appropriate licence for use of the PSMA Data in Experian's products.
 - 8.2.2. The Client is responsible for paying full royalties for PSMA Data used within Experian's products or services. Any fees PSMA incurs as a result of direct royalties not being paid will be invoiced to the Client.
- 8.3. If the Client is using PSMA data for Testing or Development purposes before deployment to a live production environment then the following Special Terms apply:
- 8.3.1. The Client warrants that development and testing is on test/dummy data only and not in the "live" or Production Databases/s in its environment.
 - 8.3.2. The Client warrants that on the completion of development and testing that all Experian Software and PSMA Data will be deleted from the development/test environment.
 - 8.3.3. The Client warrants that developing and testing will not extend beyond the agreed time period. Extensions must be agreed in writing prior the expiration of the original time period.