

# Commercial Risk Services

V1.1 effective from 1 October 2025

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## Part 1– Commercial Risk Services general terms

Part 1 applies to all Commercial Risk Services

### 1 What is this document?

#### 1.1 It applies to Commercial Risk Services

This Product Schedule only applies to our Commercial Risk Services. All references to Services in this Product Schedule refer to Commercial Risk Services.

#### 1.2 Definitions

Capitalised terms used in this Product Schedule have the meaning given to them in the Work Order, or the Experian Dictionary accessible at [www.experian.com.au/terms](http://www.experian.com.au/terms).

### 2 How do we provide the Services?

#### 2.1 We may use our Commercial Bureau

We may use our commercial bureau to provide the Services (referred to in this document as our **Commercial Bureau**). Our Commercial Bureau is provided by:

- a. In Australia: Experian Australia Operations Pty Ltd; and
- b. In New Zealand: Experian Data Registries (NZ) Limited.

### 3 What are your obligations?

#### 3.1 Using the Services

You must:

- a. only use the Services for the Authorised Use and in line with their intended purpose and applicable Laws;
- b. implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity to access the Services;
- c. comply with all applicable technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- d. keep all Credentials secure and confidential. If there is any unauthorised use of Credentials, you must promptly notify us, change the affected Credentials (if you can), and follow our reasonable instructions;
- e. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processed, or harmful code;
- f. ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- g. restrict access to the Services to you and your Authorised Users only; and
- h. only use the Services on hardware, networks, systems and software that meet any minimum specifications notified by us from time to time.

Unless required by Law, you must not voluntarily produce any Experian Data in legal proceedings or identify us, our Related Bodies Corporate, the Services, or our Confidential Information as a source of reference.

### 3.2 Your use of ATO tax debt information

Where the Location is Australia and to the extent a Service may include Australian Taxation Office (ATO) tax debt information, you agree to the following additional terms:

- a. You will not receive any ATO tax debt information if you are signing up for a no fee trial or proof-of-concept.
- b. In connection with any ATO tax debt information of an entity that is included in the Services:
  - i. you will only use the ATO tax debt information to assess the credit worthiness of that entity for the purpose of you considering whether to provide credit to that entity;
  - ii. you must not use the ATO tax debt information for marketing or solicitation purposes; and
  - iii. we may (including if directed by the ATO), notify you in writing to remove, update or correct records of tax debt information you received from us and any records of tax debt information that you have disseminated. You must do so as soon as practicable, but in any event within two (2) Business Days and provide a confirmation in writing to us that you have done so, and/or the details of any actions that you have taken.

### 3.3 You are responsible for Authorised Users

- a. If Authorised Users access the Services, you:
  - i. must maintain a list of Authorised Users and share it with us on request;
  - ii. must ensure that your Authorised Users comply with the Agreement and our reasonable directions to use the Services;
  - iii. are responsible for your Authorised Users' use of the Services; and
  - iv. acknowledge that we may disable Authorised Users that are deemed inactive or we reasonably suspect have breached the Agreement.
- b. If an Authorised User no longer needs access to the Services, you must remove their access. Anyone with access will be considered authorised by you.
- c. We may monitor your Authorised Users use of the Service to ensure your compliance with the Agreement, our security standards and to prevent fraud and unauthorised use. You are responsible for obtaining any necessary consents from your Personnel and Authorised Users in relation to this clause.

### 3.4 You are responsible for how you use the Services

The Services aren't designed or intended to be relied upon as the sole basis for any business decision. You are solely responsible for any decisions made (or not made) by you or your Authorised Users in relation to the use of the Services

## 4 How do we manage intellectual property?

### 4.1 Ownership and licensing of Existing IP

You and we each own and continue to own all of our respective Existing IP. If any of your Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Existing IP to the extent required to deliver the Experian Services.

### 4.2 We and our licensors keep our IP in the Services

We (or our licensors) own all right, title, and interest, including IP Rights, in the Services at all times. We don't, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.

### 4.3 IP created during Service provision

All right, title and interest, including IP Rights, in any Enhancements or Joint IP vests in us on creation. If you acquire any IP Rights in any of our Services, Enhancements, or Joint IP, you:

- a. assign those IP Rights to us (or our licensor) with effect from acquisition; and
- b. agree to do all things reasonably required by us to give effect to such assignment.

### 4.4 Licence to use D-U-N-S® Numbers

With respect to the D-U-N-S® Numbers, we grant you a non-exclusive, revocable, limited and personal licence to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers) solely for identification purposes and the Authorised Use. Where practicable, you must refer to the number as a "D-U-N-S® Number" and state that "D-U-N-S®" is a registered trademark of The Dun & Bradstreet Corporation.

### 4.5 Licence to use APAC ID

We grant you a non-exclusive, revocable, limited and personal licence to use the APAC ID (excluding linkage APAC ID) solely for identification purposes and the Authorised Use.

## Part 2 – Service-specific terms

Each set of service specific terms applies only to the Service of the same name (or as otherwise set out below)

### 5 Portfolio Insight service terms

#### 5.1 Using the Service

- a. For us to provide the Service, you'll need to provide us with information on your commercial customers and/or suppliers that you want information about. This includes the entity name, ABN/ACN or NCN/NZBN and their account number with you.
- b. If you provide us additional details about your commercial customers or suppliers (for example, a ledger or other payment information), we may use this information to provide the Experian Services (without identifying you as the source of the information).

### 6 Land Titles service terms

#### 6.1 Before using the Service

Before we give you access to the Service, you'll need to sign a Deed for LANDATA® Conditions of Use. The Deed applies to your access to and use of any Victorian land titles information.

### 7 PPSR service terms

#### 7.1 When this section applies

This section applies if you receive information from, or provide it to, the Personal Property Securities Register (PPSR) in connection with a Service.

#### 7.2 Using the PPSR information

You must ensure that the PPSR information you receive:

- a. isn't used for any direct marketing purposes, including telemarketing, bulk (spam) email, postal canvassing or list broking;
- b. you must not on-sell, sub-license, disclose or provide the PPSR information to any Third Party; and
- c. you're responsible for keeping your own records of any PPSR information that you may require for audit, enforcement, compliance or other purposes. To the extent permitted by Law, you may keep PPSR information after the Service Term

Documents confirming the details of a registration on the PPSR (issued by AFSA in Australia and the Companies Office in NZ) may be archived indefinitely by us and our Third Party providers for information security, audit and/or compliance purposes (but the archived copies are not accessible to you).

#### 7.3 Third Party Terms

You must comply with the following Third Party Terms in connection with PPSR services:

Location	Third Party Terms
<b>Australia</b>	The terms of use and any other relevant terms relating to use of PPSR service or information on the PPSR website, accessible at <a href="http://www.ppsr.gov.au">www.ppsr.gov.au</a> .
<b>New Zealand</b>	The terms and conditions and any other relevant terms relating to use of PPSR service or information on the PPSR website, accessible at <a href="http://www.ppsr.companiesoffice.govt.nz/">www.ppsr.companiesoffice.govt.nz/</a> .

### 8 Commercial Defaults service terms

#### 8.1 When this section applies

This section applies if you provide our Commercial Bureau with default information relating to your commercial customers.

#### 8.2 What is Default Information

Default information is an overdue payment owing to you by a commercial customer which is:

- a. for \$100 or more; and
- b. is overdue by 60 days or more.

You must only provide us with default information that meets the above criteria.

### 8.3 Before reporting a default

Before reporting any default information to us, you must let the defaulting entity know that you intend to list the debt as a default against them in our Commercial Bureau.

### 8.4 Using the Service

When providing default information to us, you must ensure that:

- a. the information is recorded against the right entity;
- b. the information is accurate, complete, up to date and not misleading. If any of the information changes or needs correcting, you must update it right away (or ask us to); and
- c. your provision of the information to us complies with all applicable Laws.

You are solely responsible for any default information you provide to our Commercial Bureau, including keeping it up to date.

### 8.5 Personal Information and Subscriber Agreement (New Zealand only)

If the Location is New Zealand, and you provide us with default information which is Personal Information (for example, information relating to sole traders or other individuals):

- a. you confirm that you have read, understood and agree to comply with the provisions for Subscriber Agreements set out in Schedule 3 of the Privacy Code, accessible at [www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/](http://www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/), as updated from time to time; and
- b. you must obtain all consents and issue all disclosures required by Privacy Laws – this includes ensuring the relevant individuals are aware that you will share their Personal Information with us, the reason for sharing, our contact details and their rights to access and correct information that we hold. You must keep records of these steps and share them with us on request.

## 9 Trade Exchange Program service terms

### 9.1 Trade Exchange Program terms

The Trade Exchange Program terms accessible at [www.experian.com.au/terms#additional](http://www.experian.com.au/terms#additional) apply to your use of the Trade Exchange Program.

## 10 Simple KYC service terms

### 10.1 Service provision

We are a reseller of the Simple KYC business process and customer identity verification management solution (**SKYC Services**). Simple KYC means Simple KYC Group Pty Ltd (ABN 11 636 356 977).

### 10.2 Using the Service

You must:

- a. only access/use and allow access/use of the Service from within the Location;
- b. only use the Service and any publications or marketing materials we may provide in connection with them (**SKYC Materials**) for the Authorised Use;
- c. ensure that you don't alter or modify any SKYC Materials without our prior written consent, or otherwise infringe the IP rights of Simple KYC;
- d. not make any false or misleading statements about the ownership or functionality of the SKYC Services or SKYC Materials.
- e. not make any negative or damaging remarks about Simple KYC, the SKYC Services or the SKYC Materials.
- f. not publicly share information about the performance of the SKYC Services.

The SKYC Services may be updated from time to time with at least 30 days prior notice. To the extent permitted by Law, Simple KYC is not liable to you for any errors, defects or inaccuracies in any information or other content sourced from third parties for use in the SKYC Services.