

Data Quality Services

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Part 1– Data Quality Services general terms

Part 1 applies to all Data Quality Services

1 What is this document?

1.1 It applies to Data Quality Services

This Product Schedule only applies to our Data Quality Services. All references to Services in this Product Schedule refer to Data Quality 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.

2 How can you use the Service?

2.1 Licence terms

- a. The licence we grant you to use the Services includes the access rights set out in the Work Order, such as:
 - i. the version of the Services (which doesn't include any new versions or updated features);
 - ii. how many users can access the Services;
 - iii. any Third Parties (including your Related Bodies Corporate) that can access or receive Services (if any). If we agree to this under the Work Order, their personnel will count as your users for licensing purposes;
 - iv. any limits on usage or volumes (e.g. transactional clicks); and
 - v. how many instances or environments of software you can access.
- b. Any changes to the terms of the Licence may result in additional Fees. We reserve the right to increase our Fees if we become aware that you are exceeding the terms of the licence.
- d. If the Work Order sets out that any of the services are to be made available for a development period, then during the development period, you must ensure that those Services:
 - i. aren't used for any commercial purposes; and
 - ii. are only used by the permitted number of users.

2.2 Commercial changes

You and we may agree to change certain commercial terms of the Agreement by email without needing a signed variation (for example, changes to products, services, volumes, dates, delivery, fees, users and/or Authorised Uses). If we do this, you and we confirm that the people agreeing to those changes by email have the authority to bind their organisation to them.

3 What are your obligations?

3.1 Fair Use Policy

If we provide Services that are hosted by us (including Services provided via API), you must comply with our Fair Use Policy accessible at <https://docs.experianaperture.io/saas-fair-usage-policy>, as updated from time to time.

3.2 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. use the Services on up to date and secured hardware, networks, systems and software;
- d. comply with all applicable technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- e. 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;
- f. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processes, or harmful code;
- g. ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- h. restrict access to the Services to you and your Authorised Users only; and
- i. if you use any third-party systems, platforms or service providers in connection with your use of the Services, ensure that those third-party service providers comply with the obligations under this clause 3.2.

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.

3.3 Use of AI Technology

- a. You must not use (or allow any third party to use) Experian Data to develop, improve, train, validate or benchmark any artificial intelligence, machine learning or similar technologies, systems or agents (**AI Technologies**). Any technology, information, data or materials created using Experian Data in a way that does not comply with this clause are owned by us, treated as our Confidential Information, and you assign all IP Rights in them to us.
- b. For clarity, you may use Experian Data in AI Technologies solely to produce individual results within the Authorised Use, provided that no Experian Data (including any subset or derived data) is retained by any third party (including AI Technology providers).

3.4 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 Services 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.

3.5 You are responsible for how you use the Services

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.

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 Data validation, cleansing and audit service terms

5.1 When this section applies

This section applies if:

- a. you use our data validation services, including Address Validation, Email Validation and/or Phone Validation (via API or on-premise software); and/or
- b. we provide managed data cleansing services using our proprietary software. The scope of work and deliverable(s) for this will be agreed in the Work Order.

5.2 Using the Services

- a. The Services check whether email, phone and address data exists and is in the right format. However, we don't guarantee that all errors in your file will be flagged or corrected.
- b. The Services don't confirm:
 - i. if a person or business resides at a particular address;
 - ii. if an email address is used by a person or business;
 - iii. if a phone number is used by a person or business; or
 - iv. whether a person's name or identity is correct.
- c. If you use our Address Validation Service on-premise, we'll provide you with updated address data files from time to time. You need to install the updated data files within one month of receiving them from us.
- d. If you access the Services via the Snowflake platform, section 9 below applies.

6 Aperture Data Studio terms

6.1 How we provide Aperture Data Studio

We'll provide Aperture Data Studio in the form of: Hosted Software, a Managed Service, or Licensed Software, as set out in the Work Order. The Work Order will also contain any other relevant details regarding the scope, deliverables or other matters.

Software type

Hosted Software	Software is hosted on a cloud platform, and you use it directly. You access and operate the software as the end user, while we manage the setup and support needed to keep it running.
Managed Service	Software hosted on a cloud platform, but you don't use it directly. Instead, we operate the software on your behalf, based on your instructions. This often includes tasks delivered as part of professional services, where we use the software to perform work for you.
Licensed Software	Software provided in the form of an on-premise software licence. You host and manage it within your own infrastructure. You're responsible for maintaining and securing the software environment. All data generated, processed, or stored by the software remains within your infrastructure.

6.2 Hosted Software terms

This clause applies if we provide Aperture Data Studio as Hosted Software.

- a. The software is hosted on cloud servers located in Australia. All data stored in the software is encrypted.

- b. You must comply with our Fair Use Policy accessible at <https://docs.experianaperture.io/hosted-data-studio-fair-usage-policy>, as updated from time to time. This applies in addition to the policy set out at clause 3.1.
- c. Our service level goals for the Hosted Software are accessible at <https://docs.experianaperture.io/hosted-data-studio-sla>. We'll use reasonable endeavours to meet the service level goals, but a failure to do so isn't a breach of the Agreement.
- d. Any data you upload into the software will remain there and won't be accessed or used by us for any purpose (except that we may access or use the data to the extent reasonably required to provide support services to you).

6.3 Managed Service terms

This clause applies if we provide Aperture Data Studio as a Managed Service.

- a. The software is hosted on cloud servers located in Australia. All data stored in the software is encrypted.
- b. Any data you provide to us to supply the Managed Service to you will be used only for the purpose of providing the Service and for no other purpose.

6.4 Professional Services terms

This clause applies if we provide you with professional services for Aperture Data Studio.

- a. Unless expressly stated in the Work Order, our consultants may be engaged on other projects concurrently and will not be assigned to your project on a full-time basis.
- b. The professional services are limited to the functionality available within Aperture Data Studio. We don't provide services for functionality beyond the platform's capabilities.
- c. We may require your assistance and cooperation to deliver the professional services to you. This may include access to relevant systems, personnel, and any information necessary to provide the services. We aren't responsible for any delays resulting from your actions, omissions, failure to cooperate or respond in a timely manner, or otherwise not doing what's required under the Work Order.
- d. You're responsible for reviewing information we report to you, including any timesheets or related documentation. If you don't raise any issues within a reasonable timeframe, we'll consider the reported days to be accepted and invoice you on that basis.

7 Optional AI tools terms

7.1 When does this section apply

This section applies if you use the optional AI tools in connection with a Service. These include:

- a. Aperture Data Studio includes an AI integration with a third-party AI engine which may assist with creating and testing objects within the software; and
- b. some data validation services may come with an optional AI source code generator tool (which you can access free of charge via the self service portal).

These are referred to as "**AI tools**". If you use the AI tools, you agree that:

- a. AI generated outputs are based on the AI engine's interpretation of the instructions entered by a user;
- b. we make no assurances about the accuracy, completeness, reliability or suitability of any AI-generated outputs. Despite any other provision in the Agreement, and to the extent permitted by Law, we exclude all liability arising in connection with your use of the AI tools;
- c. you are solely responsible for reviewing, validating and testing any AI-generated outputs prior to use and you assume all risks and consequences resulting from reliance on AI-generated outputs;
- d. we reserve the right to modify, withdraw, disable, vary, reconfigure, or otherwise change the AI tools at any time without notice or liability to you. Such changes may occur due to: legal, regulatory or security considerations, actions or updates by the third-party provider or other business reasons; and
- e. any information you or your users choose to share with the third party AI engine may be collected and used for the purposes of training and/or improving the AI engines models and systems.

8 Software development kits terms

8.1 When does this section apply

This section applies if you use our installable software development tool package that includes libraries, documentation, system files and packaged APIs (**Software Development Kits** or **SDK**). The SDK are made available to you free of charge.

8.2 SDK are hosted on a third-party website

The SDK are hosted on the third-party GitHub website (**Website**). Your use of the Website is entirely at your own risk. We aren't responsible or liable for your use of the Website or for the actions, statements or representations of the Website. We don't make any assurances about or endorse the use of the Website or its contents.

8.3 Authorised Use

The Authorised Use of the SDK is to assist you in developing applications for compatible implementations to our hosted APIs. The SDK are licensed to you on terms and conditions set out on the Website (**SDK Licence**). You may only use the SDK for the Authorised Use (and any other permitted uses set out in the SDK Licence).

8.4 Using the SDK

- a. The SDK are made available on an "as is" and "as available". No support, including technical support, is provided by us in relation to the SDK.
- b. Your use of the SDK and any material downloaded or otherwise obtained using the SDK by you is at your own risk. You are solely responsible for any damage to your computer system or other device or loss of data that results from such use.
- c. You are solely responsible for assessing and testing the sample codes generated by the SDK to ensure they are appropriate for your use.
- d. If you submit any contributions for the modification or addition of the SDK, you agree to the licence granted to us under the applicable licence terms and conditions made available on the Website.
- e. As the SDK are made available to you free of charge, we may (without prior notice to you) in whole or in part, modify, reconfigure, substitute, suspend or withdraw the SDK at our sole discretion. To the extent permitted by Law, we exclude all liability to you in relation to your use of the SDK.
- f. If you submit any contributions for the modifications or addition of the SDK, you agree to the licence granted to us under the licence terms for the contributions that are made available to you via the Website.

9 Snowflake delivery terms

9.1 When does this section apply

This section applies if you access Services via the Snowflake platform. In this section:

- a. **Snowflake** means Snowflake Inc., a company registered in Delaware, United States of America, under file number 5185958.
- b. **Snowflake Platform** means Snowflake's cloud-native data platform that enables organisations to store, manage, share and analyse data at scale across Amazon Web Services, Microsoft Azure and/or Google Cloud.

9.2 Accessing the Services

- a. You are responsible for accessing the Experian Data through the Snowflake Platform.
- b. In order to access the Services, you must enter into and maintain for the Service Term a valid and binding agreement with Snowflake for your access to and use of the Snowflake Platform (**Snowflake Agreement**).
- c. You are solely responsible for setting up, managing and maintaining your access to the Snowflake Platform, including all Credentials, configurations, permissions, security settings and fees payable to Snowflake.
- d. For clarity, any Experian Data made available through the Snowflake Platform remains Experian Data and forms part of the Services.

9.3 Snowflake Platform

- a. Snowflake is solely responsible for the availability, functionality and operation of the Snowflake Platform. We do not warrant that the Snowflake Platform will be fit for any purpose, uninterrupted, secure or error-free.
- b. We are not responsible or liable to you for any act or omission of Snowflake, including any inaccuracy, corruption, loss or alteration of the Services caused by Snowflake, any failure or delay in delivery attributable to the Snowflake Platform, or any inability to access or use the Snowflake Platform.
- c. The Agreement for the Services is solely between you and us. Snowflake is not a party to the Agreement and is not our subcontractor.
- d. Despite anything stated in the Snowflake Agreement or otherwise by Snowflake, the relationship between you and us in relation to the Services is governed solely by the Agreement.

9.4 Support and maintenance

We have no responsibility for providing support, maintenance or technical assistance in relation to the Snowflake Platform. Our support obligations are limited to the Services as expressly described in this Agreement.

9.5 Service queries

- a. Any queries or issues relating to the Services must be raised with us (and not Snowflake).
- b. Any queries or issues relating to the Snowflake Platform must be raised directly with Snowflake. If an issue in the Snowflake Platform affects the Services, you must promptly notify us.

10 Third Party Terms

If your Service includes access to data provided by the below Third Party Data sources, you agree to, and must comply with, the below Third Party Terms:

When the terms apply	Third Party Terms
If the Services includes Australia Post data	Australia Post data terms, accessible at www.experian.com.au/terms#additional .
If the Services includes New Zealand Post data	New Zealand Post End User Agreement, accessible at www.experian.com.au/terms#additional .
If the Services includes Geoscape data	Geoscape data terms, accessible at www.experian.com.au/terms#additional .
If the Service includes Australian Death Check data	Australian Death Check terms, accessible at www.experian.com.au/terms#additional .
If the Services includes Royal Mail data	The Royal Mail terms applicable to your use of the Services, accessible at https://docs.experianaperture.io/standard-terms-and-conditions-and-policies .
If the Services includes United States Postal Service data	The USPS data terms applicable to your use of the Services, accessible at https://docs.experianaperture.io/standard-terms-and-conditions-and-policies .
If the Services includes Here data	The Here data terms applicable to your use of the Services, accessible at https://docs.experianaperture.io/standard-terms-and-conditions-and-policies .
If the Services includes Canada Post data	The Canada Post data terms applicable to your use of the Services, accessible at https://docs.experianaperture.io/standard-terms-and-conditions-and-policies .