

The following definitions apply in, and form part of, our Agreement:

Word	Meaning
Account Information	Information, including Personal information, relating to an End User's account (e.g. with banks, credit unions, government agencies), including account name/s, addresses, account details, account balances, credit limits, income details, transaction details, details about benefits, grants or subsidies received, and (in Australia only) tax and superfund details.
Agreement	<p>The agreement between you and us regarding the Services, formed by the following documents:</p> <ul style="list-style-type: none"> a. Work Order; b. applicable Product Schedule/s; c. General Terms; and d. this Dictionary. <p>For clarity, the version of the Product Schedule, General Terms and Dictionary are those in effect at www.experian.com.au/terms on the date the Work Order is fully signed.</p>
API	An application programming interface that enables different software applications to communicate with each other.
Authorised Third Party	A Third Party (including your Related Bodies Corporate) that we have authorised in writing to receive or access a Service under your Agreement with us.
Authorised Use	As set out in a Work Order or Product Schedule, or if not set out in those documents, your lawful internal business (in that order of precedence if there is any inconsistency).
Authorised User	Your Personnel who have a need to access or use a Service on your behalf.
Business Day	<ul style="list-style-type: none"> a. In Australia, Monday to Friday (excluding public holidays) in Melbourne, Australia. b. In New Zealand, Monday to Friday (excluding public holidays) in Auckland, New Zealand.
CDR Data	<ul style="list-style-type: none"> a. In Australia, has the meaning given to that term in the CDR Laws. b. In New Zealand, has the meanings given to "designated customer data" and "designated product data" in the CDR Laws.
CDR Laws	<p>All laws, rules, regulations, standards, and guidelines which relate to CDR Data, including (as applicable):</p> <ul style="list-style-type: none"> a. In Australia: the <i>Treasury Laws Amendment (Consumer Data Right) Act 2019</i> (Cth), Part IVD of the <i>Competition and Consumer Act 2010</i> (Cth) and CDR Rules; and b. In New Zealand: the <i>Customer and Product Data Act 2025</i> (NZ).
CDR Rules	The <i>Competition and Consumer (Consumer Data Right) Rules 2020</i> (Cth).
Claim	Any claim, demand, legal proceedings or cause of action whether based in contract, tort, under common law or statute.
Client, you, your	The party named as the client in the Work Order.
Client Data	<p>All data and information supplied by you or on your behalf to us or our Related Bodies Corporate in connection with:</p> <ul style="list-style-type: none"> a. the supply or maintenance of the Services; b. the Agreement (including your compliance with its terms); c. as otherwise agreed or as we may reasonably specify from time to time.
Confidential Information	<p>All information that could be reasonably regarded in the circumstances as confidential, including information which relates to the business, interests or affairs of a party, a party's IP Rights, the terms of the Agreement, and the Services. It doesn't include information which is:</p> <ul style="list-style-type: none"> a. in the public domain, other than as a result of a breach of the Agreement; b. independently acquired by a party, other than as a result of a breach of confidentiality; c. Client Data once that data forms part of, or is used in relation to, any Experian Services; or d. in the possession of a party prior to the Start Date without any obligation of confidentiality.
CPI	<ul style="list-style-type: none"> a. In Australia, the weighted average of the All Groups Price Index for the eight capital cities of the states and territories of Australia for the preceding 12 months, as last published by the Australian Bureau of Statistics. b. In New Zealand, the Consumer Price Index (All Groups) for the preceding 12 months, as last published by Stats NZ.
Credentials	Any security identifier, access credentials, logins, passwords or account details used by you, your Authorised Users and Authorised Third Parties (as applicable) to access the Services.

Word	Meaning
Dictionary	This dictionary.
Eligible Data Breach	<p>a. In Australia, has the meaning given in the relevant Privacy Laws.</p> <p>a. In New Zealand, has the meaning given to “notifiable data breach” in the relevant Privacy Laws.</p>
End User	A person over the age of 18 who authorises us to use their Account Information to provide Services to you.
End User Credentials	Any access credentials, logins and passwords of the online bank accounts of the End User.
End User Terms	<p>a. In Australia, the terms at www.bankstatements.com.au/about/terms.</p> <p>b. In New Zealand, the terms at www.bankstatements.co.nz/about/terms.</p>
Enhancements	Enhancements, variations, improvements or modifications to our Services or IP Rights and/or any Third Party products and services and related IP Rights.
Existing IP	Any IP Rights owned by you or us at the Start Date.
Experian, we, our, us	<p>a. In Australia, Experian Australia Pty Ltd (ABN 95 082 851 474).</p> <p>b. In New Zealand, Experian New Zealand Operations Limited (Company No. 6092173).</p>
Experian Data	Any data and information provided by us to you in connection with a Service, including information provided as data output, documentation, report or compilation of information.
Experian Services	The products and services offered and made available by us and our Related Bodies Corporate from time to time.
Fees	The fees for the Services as set out in a Work Order (as varied under the Agreement), plus any applicable tax payable under applicable tax laws.
General Terms	Our general terms that apply to the Services, accessible at www.experian.com.au/terms .
Implied Terms	Any right, representation, remedy, warranty, condition, guarantee, term or undertaking that would be conferred on you or implied into the Agreement by Law.
Indirect Loss	<p>a. Any loss of profits, loss of revenue, loss of goodwill, loss of customers, loss or opportunity, loss of anticipated savings, loss of use of data or loss of or damage to reputation; and</p> <p>b. any indirect, special or consequential loss or damage whatsoever, even if it was reasonably foreseeable, arose naturally, or was contemplated by the parties in relation to the events giving rise to that Loss.</p>
Interest Rate	<p>a. In Australia, the daily cash rate set by the Reserve Bank of Australia; or</p> <p>b. In New Zealand, the official cash rate set by the Reserve Bank of New Zealand, in each case on the debt due date, plus 2%, accruing daily and charged monthly.</p>
IP Rights	All intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, databases, discoveries, copyright (including all categories of intellectual property rights anywhere in the world that would usually apply to services similar to the Services).
Joint IP	Any IP Rights (excluding Enhancements) in any developed, created, produced or contributed to by you and us jointly in connection with the Services during the Service Term.
Law	Any statute, regulation, order, rule, subordinate legislation, rule of common law, principle of equity, mandatory code or standard or other document enforceable under any statute, regulation, order, rule or subordinate legislation, as amended from time to time.
Location	The location in which we supply the Services to you as set out in the Work Order.
Loss	Losses, liabilities, damages, costs, charges and expenses (including legal fees and expenses), whether arising under statute, in tort (for negligence or otherwise) or any other basis in Law or equity and including under any indemnity or in connection with any Claim.
Modern Slavery Law	<i>Modern Slavery Act 2018</i> (Cth).
Notice Period	The greater of 14 days or the notice period set out in the Work Order (if any).
NRS Payments Information	Transaction information related to payments under the National Redress Scheme established by the <i>National Redress Scheme for Institutional Child Sexual Abuse Act 2018</i> (Cth).
Open Banking Data	<p>a. In Australia: has the same meaning as CDR Data.</p> <p>b. In New Zealand: data obtained using open banking APIs in accordance with the API standards developed, maintained, and published by Payments NZ Limited’s API Centre (including CDR Data).</p>
Personal Information	Has the meaning given to that term in the Privacy Laws.
Personnel	Directors, officers, employees, agents and contractors.

Word	Meaning
Privacy Laws	All Laws which relate to Personal Information in the Location, including, but not limited to (as applicable): a. In Australia: the <i>Privacy Act 1988</i> (Cth) and the <i>Privacy (Credit Reporting) Code 2024</i> ; b. In New Zealand: the <i>Privacy Act 2020</i> (NZ) and the <i>Credit Reporting Privacy Code 2020</i> (NZ); and c. CDR Laws.
Privacy Policy	a. In Australia: our privacy policies accessible at www.experian.com.au/privacy-policy-terms-conditions . b. In New Zealand: our privacy policy, accessible at www.experian.co.nz/privacy-policy .
Product Schedule	The applicable product schedule/s set out in the Work Order for the relevant Service.
Regulator	Any authority, commission, government, department, agency, court, tribunal, or similar having regulatory or supervisory authority over the parties or the Services.
Related Body Corporate	a. In Australia: has the meaning given to it in the <i>Corporations Act 2001</i> (Cth). b. In New Zealand: has the meaning given to 'related company' in the <i>Companies Act 1993</i> (NZ), provided that the reference to 'company' will include a body corporate wherever incorporated.
Services	A service provided by us to you as set out in a Work Order and/or Product Schedule, including the supply of any product, Experian Data and software.
Service Term	The initial term set out in the Work Order and any renewal terms, unless terminated earlier in accordance with the Agreement.
Start Date	The start date set out in the Work Order.
Terminal Description	The description assigned to a particular merchant that is generally 40 or 42 characters in length, as part of the interchange data defined in the International Organisation for Standardization standard for the exchange of financial-transaction-card-originated messages (ISO 8583) or AS 2805. It is commonly displayed on card holder statements against each transaction.
Third Party	Any person or entity other than Experian (including our Related Bodies Corporate) and you.
Third Party Data	Any products, services, data or information from Third Parties which form part of the Services, including any publicly available information.
Third Party Terms	Any terms, conditions or requirements included in the Agreement that relate to Third Party Data or arrangements we have with Third Parties in connection with the Services.
Work Order	A request for Services signed by the parties.