

# Experian General Terms

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## Table of contents

1	What is this document?.....	1	8	How are data security breaches managed? .....	3
2	How long is the Service Term? .....	1	9	How is liability managed? .....	3
3	Who can use the Services? .....	1	10	How do we manage Confidential Information? .....	4
4	How do we provide the Services?.....	1	11	How does this Agreement terminate? .....	4
5	How can the Services be changed?.....	2	12	How do we resolve disputes? .....	4
6	What are the Fees and payment terms?.....	2	13	Are there any other applicable terms? .....	5
7	How may we use Client Data? .....	2	14	Definitions .....	5

## 1 What is this document?

These General Terms set out the terms and conditions applicable to the supply of Experian (**we, our, us**) products and services to clients (**you, your**).

Each time you and we sign a Work Order, a separate Agreement is formed between you and us.

## 2 How long is the Service Term?

### 2.1 Duration

We'll supply the Services to you for the Service Term, which includes the initial term set out in the Work Order and any renewal terms.

### 2.2 Auto-renewal

- When the initial term ends, the Agreement will keep renewing automatically for 12 months at a time, unless you or we give notice in line with the Notice Period before the current term ends.
- We'll try our best to remind you before any automatic renewal. If we don't, you may terminate the Agreement by giving us 30 days' notice during that renewal term.

## 3 Who can use the Services?

### 3.1 Your licence to use the Services

We grant you a non-exclusive, non-sub-licensable, non-transferable, revocable, limited licence (**Licence**) to use the Service:

- in the Location;
- for the Service Term; and
- for the Authorised Use.

### 3.2 No access to Third Parties without our permission

- You will always need our written permission before allowing any Third Party (including your Related Bodies Corporate) to receive or access the Services.
- If you or your business are subject to a corporate sale or merger, no new Third Party (including new Related Bodies Corporate) will be entitled to use or receive Services unless we agree in writing.
- If we agree in writing that a Third Party may receive or access a Service under your Licence (**Authorised Third Party**), you must ensure they comply with this Agreement and will be liable for their acts or omissions as if they were yours.

## 4 How do we provide the Services?

### 4.1 We rely on your cooperation, information, and data

You must provide us with any information or assistance reasonably required for us to perform our obligations or rights under the Agreement. Our ability to provide Services and the quality of our Services may rely on Client Data.

## 4.2 We may rely on Third Parties and use Related Bodies Corporate

- a. Our Related Bodies Corporate may supply a Service on our behalf.
- b. If the Services you choose incorporate Third Party Data, to receive those Services, you must comply with any Third Party Terms we disclose to you.

## 5 How can the Services be changed?

### 5.1 You may request changes

You may request a change to the Services by writing to us. If we agree to the change, you and we will sign a variation to the Work Order.

### 5.2 We may modify the Services

We'll determine how the Services are provided, including the service locations and our suppliers. This may include withdrawing, varying, reconfiguring, adding to, or changing a Service due to a change in Law, Third Party Terms, security requirements, technology, or other business reasons (**Service Change**).

### 5.3 We'll notify you of any material changes

We'll notify you if we believe a Service Change will have a material adverse impact on the Services, unless it's too urgent to provide notice in time. If either party determines that a Service Change has a material adverse impact on the Services, they may terminate the impacted Services with 30 days' notice.

### 5.4 We'll notify you of any changes to Product Schedules

We may change the terms of a Product Schedule by giving you 60 days' notice. If you don't agree with the change, you may terminate the affected Service by notifying us in writing within those 60 days.

## 6 What are the Fees and payment terms?

### 6.1 Fees

You must pay us all Fees under this Agreement. If you ask for additional services, additional fees may apply.

### 6.2 We may increase our Fees

We may increase our Fees as follows:

- a. **CPI increase:** once a year, no earlier than 12 months after the Start Date, by an amount not more than CPI, with 30 days' prior notice;
- b. **Third Party Data increase:** if a Service uses Third Party Data and the cost of that data increases, with 30 days prior notice (or, if 30 days isn't possible, as much notice as we can); and
- c. as otherwise set out in a Work Order or Product Schedule.

### 6.3 Payment

We (or our Related Bodies Corporate) will issue you a valid tax invoice for the Fees in line with the Work Order. You must pay Fees (except any disputed amounts), in full, without deduction, withholding, or set-off, and within 30 days from the date of invoice. All rebates, discounts, or reductions are based on the price before tax.

### 6.4 Disputed invoices

If you dispute any part of an invoice, you must notify us in writing before its due date explaining why. If it's determined that you do owe the disputed amount, you must pay it within 10 Business Days. If you and we can't resolve the dispute within 10 Business Days, clause 12 (dispute resolution) will apply.

### 6.5 Overdue payments

We'll notify you of any overdue Fees, except for any disputed amounts. If you don't pay the overdue Fees by the deadline in our notice, we may suspend the Services and charge you interest on the overdue amount at the Interest Rate, calculated from the due date until you pay in full.

## 7 How may we use Client Data?

### 7.1 Licence to Client Data

You grant us and our Related Bodies Corporate a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence to use and sub-licence, to the extent permitted by Law, the Client Data:

- a. to perform this Agreement;
- b. to enhance and deliver the Experian Services;
- c. in line with our Privacy Policy; and
- d. for any other lawful purpose.

## 7.2 Your acknowledgments

You confirm that, in relation to Client Data:

- a. you hold all necessary rights, title, consent, and authority to provide us the data to use in line with this Agreement;
- b. if the data includes Personal Information, you have complied with all Privacy Laws;
- c. the data and its use in line with this Agreement will not infringe anyone's IP Rights;
- d. the data is complete, accurate, up to date, and not misleading when provided to us; and
- e. you'll provide us all information we need to correct, update, and maintain the data.

## 8 How are data security breaches managed?

### 8.1 Data security breach notification

If you become aware of a suspected or actual data security breach in connection with Client Data or Experian Data, you must:

- a. notify us within 48 hours;
- b. investigate the breach and provide us all relevant information; and
- c. take commercially reasonable steps to mitigate and minimise the damage from the breach.

### 8.2 Eligible Data Breach

- a. You and we need to have systems that meet industry standards to:
  - i. detect and report actual or suspected Eligible Data Breaches; and
  - ii. investigate and assess suspected Eligible Data Breaches in line with Privacy Laws and any internal documented procedures.
- b. If an Eligible Data Breach involves Experian Data held by you, you and we must as soon as reasonably practicable cooperate to:
  - i. share any information the other reasonably asks for to comply with Privacy Laws or to handle the breach;
  - ii. minimise any Loss to both of us; and
  - iii. comply with Privacy Laws, including sending any required notifications.
- c. You must not send any external notices or communications relating to an Eligible Data Breach that mentions us without our prior written consent (not unreasonably withheld), unless required by Law.

## 9 How is liability managed?

### 9.1 Liability cap

To the extent permitted by Law, a party's maximum liability (per Claim and in the aggregate) to the other party (excluding the liability to pay the Fees) for any Loss incurred in connection with this Agreement will not exceed the total Fees you paid us under this Agreement in the 12 months before the event that gave rise to the relevant Loss/Claim (as applicable).

### 9.2 Indirect Losses

Despite any other provision in the Agreement, neither you or we will be liable for Indirect Loss in connection with this Agreement.

### 9.3 Exceptions to liability and Third Party claims

- a. Clauses 9.1 and 9.2 do not apply to the extent the Loss arises in connection with a breach of clause 7.2 (Client Data) or fraud.
- b. Subject to clause 9.7, you indemnify us, and our Related Bodies Corporate, for any Loss resulting from any Claim by a Third Party in connection with your breach of clause 7.2 (Client Data).

### 9.4 Our Services may rely on Third Party Data

Subject to clause 9.5 below, you agree that we:

- a. are not liable for any Third Party Data, including any errors, inaccuracies, or omissions; and
- b. supply the Services to you on an "as is" and "as available" basis.

## 9.5 Liability under Law

This Agreement excludes all Implied Terms except those that by Law can't be excluded, restricted or modified (**Mandatory Term**). Our liability for a breach of a Mandatory Term is limited at our option to:

- a. resupplying the Services; or
- b. paying the reasonable cost of having the Services resupplied.

## 9.6 External events

Neither you or we will be liable to the other for non-performance or delays (other than a failure to pay) or service disruptions caused by an external event (including changes in Laws and Third Party Terms) beyond your or our reasonable control. You and we will use reasonable endeavours to minimise delays or interruptions.

## 9.7 Loss mitigation

Both you and we must take all reasonable steps to mitigate any Losses which you or we may incur in relation to this Agreement. Our respective liability under the Agreement will be reduced in proportion to the extent that the liability was caused by the other party or its Related Bodies Corporate or Personnel.

# 10 How do we manage Confidential Information?

Both you and we must keep all Confidential Information confidential and may only use it as allowed under this Agreement. However, either of us may share Confidential Information:

- a. with our respective Related Bodies Corporate and any Personnel or professional advisors, but only if they need to know and are required to keep the information confidential in line with this Agreement;
- b. if reasonably required to perform this Agreement; or
- c. if required by Law, a Regulator, or rules of a stock exchange (but only to the extent needed).

# 11 How does this Agreement terminate?

## 11.1 We may suspend the Services

We may suspend the Services if you breach (or we reasonably suspect you have breached) a material term of the Agreement. In that case, we will:

- a. give you 5 Business Days' notice, unless urgent action is needed or required by Law; and
- b. resume the Services once the breach has been remedied.

## 11.2 How can the Agreement be terminated

- a. You or we may terminate this Agreement with written notice if the other:
  - i. breaches a material term of the Agreement that can't be remedied;
  - ii. breaches a material term of the Agreement that can be remedied, but doesn't fix it within 20 Business Days after being notified (this includes any material non-payment of Fees); or
  - iii. suffers an Insolvency Event (unless the Law prevents termination).
- b. We may terminate some or all of the Services or the Agreement, by giving you written notice, if our ability to provide the relevant Services or key parts of them is revoked, terminated, restricted or materially impacted by a change of Law or the action of a supplier or Regulator.

## 11.3 What happens after termination or expiry

When a Service or this Agreement is terminated or expires:

- a. the Licence terminates and you must stop using the Service(s);
- b. if we request, you must promptly destroy all copies of any data or materials that are part of the Service or contain our Confidential Information (and provide us written confirmation you have done so); and
- c. any other Agreements remain in effect.

Termination or expiry of the Agreement won't affect any rights that have already accrued.

# 12 How do we resolve disputes?

## 12.1 Dispute resolution process

If a dispute arises under this Agreement, the below process must be followed before starting any legal proceedings:

- a. the party raising the dispute must send the other written notice explaining the issue in detail;
- b. within 10 Business Days of receiving the notice, a senior authorised representative from each side must meet to try to resolve the dispute;

- c. after that meeting, you and we will have another 15 Business Days to resolve the dispute using reasonable efforts.

This clause does not apply if you or we seek urgent interlocutory relief.

## 12.2 Cooperation to resolve claims

If a dispute, complaint, investigation, or litigation involving a Regulator or Third Party arises because of your actions or your use of our Services, you must reasonably cooperate and assist us (at your cost).

## 13 Are there any other applicable terms?

- 13.1 **Notices.** Any notice or other communication provided under this Agreement must be sent in writing at the address or current valid email address used by the other party.

- 13.2 **Records.** We (or our independent nominee) may, on reasonable notice, inspect any records you hold or control in connection with the Services. We won't exercise this right more than once every 12 months, except if: you breach a material clause of this Agreement, there is an Eligible Data Breach, if required by Law, or clause 12.2 applies.

- 13.3 **Our relationship.** This Agreement doesn't create a partnership, joint venture, or employment relationship. It's not exclusive, and we can provide our Services to others.

### 13.4 Compliance with Laws and due diligence

- a. You and we will comply with all applicable Laws, including Privacy Laws (even if Privacy Laws don't apply to you). We comply with the Modern Slavery Law and are a reporting entity as defined in it.
- b. Our provision of the Services is subject to your compliance with Law and you satisfying our standard due diligence requirements from time to time.

- 13.5 **Applicable law and jurisdiction.** This Agreement is governed by the laws of:

- a. the state of Victoria, if the Territory is Australia; and
- b. New Zealand, if the Territory is New Zealand.

You and we both submit to the exclusive jurisdiction of the applicable courts.

- 13.6 **Entire agreement.** This Agreement is the complete agreement between us about its subject and replaces any earlier agreements or understandings. If the Territory is New Zealand, you and we are contracting out of sections 9, 12A, and 13 of the *Fair Trading Act 1986* (NZ). Subject to clauses 5.2, 5.4 and 6.2 any changes to the Agreement must be in writing and signed by both parties.

- 13.7 **Severability.** Any part of this Agreement that is found invalid or unenforceable will be excluded. The rest of the Agreement will still apply.

- 13.8 **No waiver.** A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that, or any other, right.

- 13.9 **No assignment without prior consent.** Neither you or we may assign or novate any right or obligation under this Agreement without the other's prior written consent. However, we may assign or novate this Agreement to our Related Bodies Corporate or in connection with a merger (including with a Third Party), consolidation, or reorganisation of our assets.

- 13.10 **Electronic signatures.** This Agreement may be signed electronically and in multiple copies. All copies together make up a single Agreement. You and we agree to exchange signed copies by post, email, or secure digital platform.

- 13.11 **Surviving clauses.** This and any other clause which by its nature is a continuing obligation, including clauses 7, 9, 10, 11.3, 12 and 13.1, will survive after this Agreement is terminated or expires.

## 14 Definitions

Capitalised terms used in these General Terms have the meaning given to them in the Dictionary, accessible at [www.experian.com.au/terms](http://www.experian.com.au/terms).