

# Marketing Services

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## Part 1– Marketing Services general terms

Part 1 applies to all Marketing Services

### 1 What is this document?

#### 1.1 It applies to Marketing Services

This Product Schedule only applies to our Marketing Services. All references to Services in this Product Schedule refer to Marketing 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 is data licensed to you?

#### 2.1 Data licensing

If we licence data to you under a Work Order (**Licensed Data**), you can use that data until the earlier of:

- the end of the Service Term; or
- the end of the licence period set out in the Work Order.

This is the “**Licence Period**”.

Licensed Data includes, but isn't limited to the following (including where it's appended to your data):

- consumer data variables (e.g. demographic, lifestyle and behaviour data);
- Mosaic groups and types;
- material downloaded from the Segmentation Portal; and
- any data or information we provide to you or which is downloaded by you (in any format, including via API) in connection with our Company360, Commercial Marketing and/or Spend Analytics Services.

#### 2.2 Data deletion

- When the Licence Period ends, you must permanently delete all Licensed Data. This means making sure it can't be recovered or accessed again, no matter where it's stored. If we ask, you must provide us with written confirmation this has been done, signed by an authorised representative.
- However, if and to the extent required by Law, you can keep a copy of any Licensed Data. You must store the data securely and must not use or access it for any reason other than to meet your legal requirements. If we ask, you must provide us with written confirmation of your compliance with this clause.

### 3 What are your obligations?

#### 3.1 Using the Services

You must:

- 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;
- i. ensure that any copyright or other statements of ownership on any content (e.g. reports, maps and/or geographic data) generated by or provided to you in connection with the Services remain in place; and
- j. 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 3.1.

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 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).

### 3.3 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 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.

### 3.4 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 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 Consumer View service terms

#### 5.1 Use of Risk Insight Data

Risk insight data is a geographic index at the meshblock level that provides a comparative view of the credit risk within the meshblock compared against the national average (**Risk Insight Data**). If we licence Risk Insight Data to you:

- a. the Authorised Use of Risk Insight Data is only for:
  - i. your lawful internal business purposes (for example, consumer understanding and market sizing); and
  - ii. if you are a credit provider (as defined in the Privacy Laws), for conducting research in relation to credit under the Privacy (Credit Related Research) Rule 2024.
- b. You must take reasonable steps to ensure that any de-identified data can't be reidentified (and immediately destroy any data if it's re-identified accidentally).
- c. You must not (and must not attempt to) re-identify any de-identified data we provide to you.
- d. You must not use the data for any individual consumer credit assessment purposes.

### 6 Experian Business View service terms

#### 6.1 Authorised Users

Access to the Service is limited to your nominated Authorised Users, up to the maximum number of users set out in the Work Order. Authorised Users must not share their Credentials or permit any other person to access or use the Service using their Credentials.

#### 6.2 Use of business logos

If we make any business logos available to you in connection with the Services:

- a. we expressly exclude any representations or warranties in respect of the business logos (including in respect of ownership or licensing);
- b. your use of any business logos is entirely at your own risk; and
- c. we aren't liable to you for any claim or loss arising from or in connection with us providing the business logos to you or your use of any business logo.

### 7 Custom Analytics service terms

#### 7.1 Using the Service

- a. As part of the Services, you are licensed to use business intelligence portal provided by Tableau International, UC (**Tableau Software**) to generate and download visualisations using the Tableau Software (**Tableau Licence**).
- b. The Tableau End User Licence Agreement accessible at [www.experian.com.au/terms#additional](http://www.experian.com.au/terms#additional) (**Tableau EULA**) applies to your use of the Tableau Software. You agree to, and must comply with, the Tableau EULA.
- c. Your licence to use the Tableau Software is limited to the number of Authorised Users set out in the Work Order. If you exceed the number of Authorised Users, you agree to pay any additional Fees relating to this upon invoice by us.

## 8 Third Party Terms

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### 8.1 Third Party Terms

If your use of the Service includes us providing data from any of the below Third Party Data sources, you agree to and must comply with the following Third Party Terms:

- a. **Australia Post data:** the Australia Post data terms at [www.experian.com.au/terms#additional](http://www.experian.com.au/terms#additional);
- b. **Geoscape data:** the Geoscape data terms at [www.experian.com.au/terms#additional](http://www.experian.com.au/terms#additional).