

Trade Exchange Program Terms

V1.1 effective from 1 October 2025

1 What is this document?

1.1 It applies to our Trade Exchange Program

We manage and maintain a trade exchange program (**Program**). The Program deals with the exchange of commercial information about Australian and New Zealand commercial entities.

1.2 Your agreement with us

- a. If you participate in the Program, these terms (**Terms**) apply. Your participation in the Program commences on the date we create an account for you in our online portal (**Commencement Date**) and continues until terminated by you or we giving the other 30 days' prior written notice (**Term**).
- b. These Terms form part of our Agreement. If there is any inconsistency between these Terms and any other part of our Agreement, these Terms will prevail.
- c. Despite there being no charge for your participation in the Program, you and we agree that there is valid consideration in the form of the exchange of commercial information between you and us and the mutual promises set out in these Terms.

1.3 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 What terms apply?

2.1 Information we require from you

To participate in the Program, we require you to provide us with the following information about your commercial customers (this is referred to as the **Ledger**):

- a. entity name, including ABN / NZBN or ACN / NZ Company Number;
- b. account code;
- c. total debt amount and payment terms;
- d. payment amount outstanding, including whether the amount is: (a) within payment terms; or (b) 1-30, 31-60, 61-90 or 91+ days beyond payment terms; and
- e. a flag indicating if any payment amounts are under dispute.

2.2 Exchange of information

- a. The Program is a mutual exchange of information. When you provide us with the Ledger, we'll return information about the commercial customer's listed in it, including summary reporting and late payment risk score bandings (these are referred to as **Giveback Results**).
- b. To receive updated Giveback Results each month, you must submit your Ledger monthly. If you don't provide the Ledger, we won't provide updated Giveback Results until it's received.
- c. If you don't provide the Ledger for more than 3 consecutive months, we may suspend your access to the Giveback Results until a current Ledger is submitted. We may also request Ledgers for any missed months, and you agree to provide them if available.

2.3 Our liability to you

Despite any other terms in our Agreement, as the Program is provided to you free of charge, to the extent permitted by Law, we are not liable to you or any Third Party for any Loss, including Indirect Loss, that arises as a result of or in connection with the Program.

2.4 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/, 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.