

QAS Pty Limited

End User Agreement for use of the AARF Data and VAR Products

This Agreement contains the terms and conditions in respect of your use of AARF Data and/or VAR Products supplied to you by the Licensee. This Agreement must be read in conjunction with the QAS Licence Terms and Conditions.

Definitions

In this Agreement:

AARF Data means the Australian Address Reference File, which is a dataset or addresses, information related to those addresses, and other address related information compiled and maintained by Australia Post.

Confidential Information means all information or knowledge of a Party in whatever form (whether oral, written or embodied or residing in any document, equipment or any other medium whether in documentary, visual, machine readable or other form), which is received by the End User from or on behalf of First Data Solutions or the Licensee (disclosing Party), and which is:

- (i) by its nature confidential;
- (ii) designated by the disclosing Party or a third party as confidential; or
- (iii) the End User knows or ought to know is confidential.

End User means any third party which, or who, is supplied with or receives the benefit of any goods or services produced or supplied by the Licensee which goods or services incorporate any AARF Data or which is a VAR Product.

First Direct Solutions means First Direct Solutions (a division of the Australian Postal Corporation ABN 28 864 970 579) having its principal office at 123 Lonsdale Street, Melbourne, in the State of Victoria, 3000.

Hard Copy Products means a paper copy of textual and/or graphic information produced through the use of AARF Data or a VAR Product.

Intellectual Property Rights means all intellectual property rights including rights of any kind in:

- (i) inventions, discoveries and novel designs (whether or not registrable as patents or designs);
- (ii) copyright (including future copyright) in all literary works, artistic works, computer software and other work or subject matter in which copyright subsists or may in the future subsist;
- (iii) any database protection rights whether arising under statute or otherwise;
- (iv) trade secrets; or
- (v) trade and service marks (whether registered or unregistered).

Licensee means QAS Pty Ltd or its nominees.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion and includes any Personal Information obtained as a result of use of the AARF Data in conjunction with third party data.

QAS Licence Terms and Conditions means the terms and conditions associated with the "QuickAddress" computer programs provided to the End User by the Licensee.

VAR Products means any product which incorporates the AARF Data or a part thereof and which is supplied to the End User by the Licensee.

- 1 By installing and using the VAR Products, or by in any other way using the AARF Data, the End User agrees to be bound by the terms of this Agreement.
- 2 The End User is granted a non-exclusive, non-transferable licence to use the AARF Data in accordance with the terms set out in this Agreement.
- 3 The End User may only use the AARF Data and/or the VAR Products for the End User's personal or internal business purposes and may only use the AARF Data as part of or in combination with the VAR Products or such other software that incorporates the AARF Data that is supplied to the End User by the Licensee.
- 4 The End User must use the AARF Data and/or the VAR Products solely for the purpose of managing address and postcode related data.
- 5 The End User must not:
 - (i) display or distribute (whether for consideration or not) AARF Data and/or VAR Products over an electronic network (including the internet) and must not operate a bureau service or enter any arrangements relating to the operation of a bureau service in respect of the AARF Data and/or VAR Products;
 - (ii) reproduce the AARF Data and/or VAR Products (except for temporary reproduction in RAM or an internet browser or for the purpose of making one back-up copy to protect against loss of the original);
 - (iii) give, lease, licence, rent, assign, transfer, disclose or otherwise make available the AARF Data and/or VAR Products (in any form or in combinations with other software products) to any other person without the prior written consent of First Direct Solutions and the Licensee; and
 - (iv) produce Hard Copy Products except for its personal use, or use in the ordinary course of its business, or where it supplies such Hard Copy Products free of charge.
- 6 The End User must procure that any agents or sub-contractors to whom the AARF Data and/or VAR Products are provided comply with the terms of this Agreement.
- 7 The End User has no, and it warrants that it will not assert any, Intellectual Property Rights in the AARF Data or the VAR Products, apart from the rights granted under this Agreement and the QAS Licence Terms and Conditions.
- 8 The End User acknowledges that no new Intellectual Property Rights will arise in any data set as a result of the supply of copies, updates, new release, modifications and alterations (including by way of reduction or manipulation) of any of the AARF Data, and the End User warrants that it will not assert any such rights.
- 9 First Direct Solutions wholly disclaims all non-excludable warranties in relation to the AARF Data or VAR Products and makes no representations as to the accuracy or completeness of the AARF Data or VAR Products.
- 10 Where First Direct Solutions breaches any non-excludable warranty in relation to the use of the AARF Data or the VAR Products, its liability for breach will be limited at its discretion, to the extent lawfully permissible, to the resupply of the AARF Data or the cost of re-supplying the AARF Data.
- 11 First Direct Solutions is not under any liability to the End User for any loss or damage (including consequential loss or damage) suffered by any person arising from the End User's use of the AARF Data and/or VAR Products.
- 12 The End User indemnifies and will keep indemnified First Direct Solutions against all and any demands, claims, actions and proceedings whatsoever and howsoever arising made by any third person in connection with or arising from the End User's use of the AARF Data and/or VAR Products, or an End User's breach of any terms of this Agreement.
- 13 The End User must ensure that all copyright, trade mark and/or proprietary notices contained in or attached to the AARF Data or the VAR Products are reproduced on any copies or materials (including Hard Copy Products) of the AARF Data or the VAR Products.

- 14 First Direct Solutions requires the Licensee to provide First Direct Solutions with commercial and summary operational information related to the AARF Data and the VAR Products. The End User agrees it may be required to provide First Direct Solutions with personal and business information on a strictly confidential basis, from time to time, for the purpose of verifying the accuracy of the commercial and summary information provided by the Licensee.
- 15 The End User will only use the Confidential Information for the purposes set out in this Agreement, and it will not divulge this Confidential Information to any person other than those employees who are directly involved in the purposes for which the Confidential Information was provided.
- 16 The End User will keep the AARF Data and the VAR Products secure and protected from damage and unauthorised use.
- 17 The End User agrees:
- (i) that it will comply with any privacy law by which it, First Direct Solutions or the Licensee are bound, including without limitation the Privacy Act 1988 (Cth);
 - (ii) to ensure that its dealings with the AARF Data and/or VAR Products comply with the National Privacy Principles set out in the Privacy Act 1988 (Cth) as if it were an "organisation" for the purposes of that Act;
 - (iii) to use any Personal Information obtained from the AARF Data and/or VAR Products only for the purposes for which that information was provided, and not use the AARF Data and/or VAR Products in any way that encroaches upon the privacy of any person;
 - (iv) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure; and
 - (v) ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe the National Privacy Principles and other obligations referred to in this clause.
- 18 The licence provided in this Agreement may be terminated in the manner set out in the QAS Licence Terms and Conditions.
- 19 Upon termination of the licence provided in this Agreement, the End User shall immediately stop using the AARF Data and/or VAR Products and must permanently erase the AARF Data and/or VAR Products from their computer, and immediately return all copies of the AARF Data and/or VAR Products to the Licensee.
- 20 The Licensee or First Direct Solutions may agree to vary or add to this Agreement at any time and any updated versions of this Agreement will be made available on the QAS website at www.qas.com/legal or such other URL as notified to the End User. The End User acknowledges that the placement of the updated Agreement on the website is sufficient notice of any updated terms and that by continuing to use the AARF Data and/or VAR Products, the End User will be bound by any updated terms.
- 21 In the event of a conflict between the express terms of this Agreement and the QAS Licence Terms and Conditions, the terms of this Agreement will prevail to the extent of such conflict.