

Schedule A – Australian Address Validation

1. General

- (a) The terms of this Schedule A are the “end user terms” that apply to Australian address validation Services and Software provided by DataTools to the Customer pursuant to an order. The parties acknowledge that the data provided as part of the Australian address validation Services and Software is provided to DataTools by data services provider Australian Postal Corporation (“Australia Post”) and is subject to Customer’s compliance with the terms of the Agreement.
- (b) The terms of the relevant order prepared by DataTools (including the applicable royalty form), this Schedule A (and any other schedules that apply to the same order), the applicable DataTools End User Licence Agreement (“EULA”) for: (i) Software as a Service (“SaaS”) Services or (ii) Software (as set out at <https://datatools.com.au/terms-conditions/>), and the invoice together form the “Agreement” between the Customer and DataTools, and the Customer warrants and agrees that it shall comply with the Agreement and any reasonable directions from DataTools as required to comply with Australia Post’s requirements from time to time. To the extent there is any conflict, the documents that appear earlier in the list herein shall prevail.

2. Definitions

“Australia Post Data” means each PAF data set provided by Australia Post to DataTools and made available to Customer as address validation data provided as part of the Services or Software. For the avoidance of doubt, the Australia Post Data will not be provided to the Customer as a data set or in any other format independent of the Services or Software; any specific request to do so would be subject to a customised order and additional terms are applicable. Australia Post Data excludes (i) any data input by the Customer and (ii) any output from the Services or Software that incorporate the Australia Post Data, such as validated addresses.

“Bureau Service” means processing an address database using the Services or Software, on behalf of other parties.

“Claim” means any claim, action, proceeding or investigation of any nature or kind and includes the allegation of a claim.

“Existing Address Database” means an address owned or provided by the Customer or third party but which expressly excludes the Australia Post Data.

“Server” means a single instance of the Software in a Production environment whether it is physical hardware or in a virtual (cloud) environment to Validate addresses. The Software must be integrated into an end-to-end process that is non-interactive to load data or receive output. *This definition shall apply to the relevant order.*

“Services” has the same meaning as set out in the EULA for SaaS.

“Software” has the same meaning as set out in the EULA for Software.

“Transaction” means the process of comparing a single input address to records in the PAF (either a whole or part PAF record) resulting in the returning, displaying or storage of a record. For clarification, a Transaction may be:

- (i) the selection of a single record or part record from a display of multiple records;
- (ii) returning of a single record or part record from the PAF; or
- (iii) validating or confirming the input or part record exists in the PAF. This definition shall apply to the relevant order.

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“User” means an individual who interacts with a Software solution deployed on an individual workstation, terminal, handheld device or portable device internal to a Customer, and expressly excludes an individual who uses the Software through an external web interface (and each such use would be considered a Transaction). For avoidance of doubt, the Software may be deployed centrally for access by a number of Users concurrently. No additional fees are payable for deploying the Software centrally other than the applicable fees for the number of Users accessing the Software. In any user model, the named/individual users may change, however the number of concurrent users at any one time may not exceed the number of licensed users. *This definition shall apply to the relevant order.*

3. Data Principles

- (a) The Customer acknowledges that Australia Post is a government business enterprise and, as such, it must have regard to community expectations and public policy when conducting its activities.
- (b) In addition to any limitations or requirements set out in an order or otherwise in writing by DataTools, the Customer must adhere to the following principles (the “Data Principles”) when accessing or using the Australia Post Data through the Services or Software:
 - (i) the Services and Software must not be used in any way that is likely to (as determined by DataTools or Australia Post, acting reasonably):
 - A) cause harm, including financial, physical or psychological harm, to an individual;
 - B) be contrary to the expectations of public trust in Australia Post;
 - C) be contrary to the values of Australia Post; or
 - D) be objectionable to the Australian community;
 - (ii) the Services and Software must not be used:
 - A) for any fraudulent purpose, including identity theft;

- B) to discriminate against, harass, vilify, offend or stalk a person, or assist any other party to engage in such conduct; or
- C) for the purpose of avoiding compliance with any Laws, including Laws regarding modern slavery.

4. Provision of Services or Software to Customers – Customer’s Responsibilities

- (a) The Customer must not resupply the Services or Software to a third party, however may allow Customer third party service providers performing work on behalf of the Customer to use the Services or Software for the Customer’s internal business purposes provided that the Customer will be responsible and liable for the acts or omissions of any third party service providers to which they make the Services or Software available as if they were the Customer’s own acts or omissions.
- (b) The Customer acknowledges and agrees that:
 - (i) its use and reliance on the Services or Software is at its own risk; and
 - (ii) to the extent permitted by Law in Australia and other than as expressly stated in this Agreement, DataTools excludes all warranties, express or implied, including warranties of merchantability, fitness for a particular use, accuracy, completeness and quality of the Services or Software and the data included therein.
 - (iii) it must not make any false, misleading or deceptive representations (including to any other customer) in relation to the Services or Software, including as to the quality or other characteristics of the Services or Software;
 - (iv) it must act in good faith at all times towards DataTools and Australia Post and give DataTools and Australia Post such assistance and co-operation as reasonably requested in order to provide the Services or Software; and
 - (v) it must not do anything which may adversely affect the reputation of DataTools or Australia Post.
 - (vi) it must ensure that any Australia Post or DataTools copyright and trademark notices that are included within the Services or Software must not be removed, and
 - (vii) it is not permitted to use any DataTools or Australia Post branding (including branding of any DataTools or Australia Post products) without express prior permission in writing from DataTools or Australia Post respectively.
 - (viii) Neither DataTools nor Australia Post will be responsible for any delay or failure by the Customer to comply with its obligations under this Agreement to the extent such delay or failure is caused or contributed to by any delay or failure by the Customer (including any of its officers, employees, contractors, agents or Customers) to comply with its obligations under this Agreement.
- (c) This Agreement does not create a contractual relationship between Australia Post and any Customer granted a right to use the Services or Software by DataTools, and the Parties agree that Australia Post has no obligations or liability to any Customers.
- (d) The Customer indemnifies, and will keep indemnified and hold harmless, DataTools and Australia Post including its affiliates, directors, officers, employees and agents, and its data services providers (“those indemnified”) from and against any Loss (including Loss arising in connection with Claim by a third party) that those indemnified may suffer or incur in connection with:
 - (i) a Claim in relation to the data provided as part of the Services or Software under the Agreement;
 - (ii) a Customer’s breach of this Schedule, or
 - (iii) a Customer’s use, access or resupply of the Services or Software, or
 - (iv) a Customer’s violation of any applicable law or third party right (including any intellectual property or privacy rights) or any prohibition under the Agreement.
- (e) DataTools reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Customer, in which event Customer agrees it shall cooperate with DataTools.

5. Additional Terms

5.1 Data storage

- (a) DataTools warrants that it shall not store any customer data submitted, uploaded or otherwise made available by the Customer, except for Customer contact details for the purposes of providing the Services or Software to Customer.

5.2 Liability

- (a) Any limitation of liability provisions set out in the Agreement or applicable Third Party Contracts are subject to this clause 5.2 which shall prevail in the event of any inconsistency.
- (b) Liability for either party shall be uncapped In respect of a Party’s liability for any indemnity provided by that Party under this Agreement.

5.3 Fees

- (a) The Customer acknowledges that any fees payable for the data component of the Services or Software shall be set out in the relevant order (or royalty form), shall be subject to the payment terms in the Agreement (including the clauses relating to GST), and are payable to DataTools; and
- (b) If no increase is specified in the EULA, the Customer agrees that DataTools may increase the fees payable each year to the greater of 3% or the annual percentage increase in the Consumer Price Index (all groups, weighted average of eight capital cities) most recently published by the Australian Bureau of Statistics.

5.4 Suspension and Termination

- (a) The Customer agrees that in addition to the termination provisions of the EULA, DataTools may also direct customer to cease access to the Software or Services, or suspend or terminate the Customer’s rights under the Agreement at any time upon notice when, and for the duration of the period during which:
 - (i) Australia Post suspend or terminate DataTools’ access to the data; or

- (ii) the Customer contravenes (or is believed, based on reasonable grounds, to be in possible contravention of) any Laws; or
- (iii) the Customer commits a breach of this Agreement or is unable to perform its obligations pursuant to this Agreement.
- (b) DataTools shall provide the Customer with at least 7 Business Days prior written notice to remedy the breach before exercising its rights under this clause, except where the breach is a material breach incapable of remedy or where the contravention or breach by the Customer relates to misuse of the Australia Post Data in which case DataTools may immediately suspend or terminate the Customer’s rights and the Agreement without providing the Customer with an opportunity to remedy the contravention or breach.
- (c) Refunds shall only be applicable as set out in the EULA.

5.5 Audit

- (a) DataTools’ standard audit terms as set out in the EULA applicable to the Software or Service shall apply to Customer.

6. Australia Address Validation Use Case

	Contains Personal Information	Additional Permitted and Prohibited Uses of the Australia Post Data Set
Australian Address Validation	No	<ul style="list-style-type: none"> (a) Permitted and prohibited uses as set out in this Schedule and the EULA and any further permitted and prohibited uses as set out in your order. (b) Where Customer wishes to use the Software or Services to provide Bureau Services, the Customer must seek written approval from DataTools and agrees to the Bureau conditions below*. (c) The Services and Software cannot be used for to validate NCOA (National Change of Address) data and no NCOA data will be provided.
*Use of the Software or Services to provide a Bureau Service	No	<p>Where the Reseller or Customer has obtained written approval from DataTools to use the Software or Services to provide Bureau services, the Reseller/Customer may use the Software or Services to provide a Bureau Service to their end user customers using the DataTools Software or Services for one of the following purposes:</p> <ul style="list-style-type: none"> (a) Bureau Service UC1: Validating addresses in an Existing Address Database solely owned by their end user customers; (b) Bureau Service UC2: Validating addresses within an Existing Address Database and supplying the Validated address to an End User Customer; or (c) Bureau Service UC3: Validating addresses with an Existing Address Database as part of a data matching exercise to link to other data bases to enrich the Existing Address Database or provide a service to a Customer. <p>The Customer can:</p> <ul style="list-style-type: none"> (a) use the Validated addresses provided by the Recipient as part of the Bureau Service for the Customer’s internal business purposes only; (b) use the Validated addresses in Existing Address Databases solely owned by the Customer for the purpose of joining and/or appending data or attributes from one database to the other; and (c) disclose the Validated addresses to another person (including subsidiaries, agents and franchisees of the Customer), on the condition that: <ul style="list-style-type: none"> (i) the recipient of the Validated addresses will not (and agrees not to) disclose the Validated addresses to any other person; and (ii) the recipient of the Validated addresses will only use the Validated addresses for purposes that are directly related to the internal business purpose of the Customer and not any other purpose. <p>The Customer must not:</p> <ul style="list-style-type: none"> (d) use the Validated addresses, whether owned by the Customer or not, for the purpose of on-selling or commercial gain (including commercial gain from any derived insights); (e) provide Validated addresses to third parties, unless these third parties are contracted to carry out some work on behalf of the Customer strictly for the Customer’s internal business purpose only; and (f) create any derivative works from the Validated addresses, unless it is solely for the Customer’s internal business purpose only and will not be commercialised, passed on or offered to any third party for commercial gain.

7. Additional Terms - Resupply

7.1 Resale

- (a) Customers are not permitted to resell or otherwise distribute the Software or Services or the output of the Software or Services unless they have entered into an Agreement with DataTools expressly allowing such resale and are identified as a “Reseller” of DataTools Software or Services and whose end user customers have agreed in writing to DataTools’ terms including this Schedule A. In addition to the above terms set out in this Schedule A which apply to a Reseller (whereby references to Customer apply to the Reseller), the following clauses set out in this clause 7 shall apply to a Reseller.

7.2 Reporting and Financial Records

- (a) Upon request and within no longer than 10 business days, the Reseller must provide DataTools with a written report that includes the following information:
 - (i) the names, Australian Business Numbers (or overseas equivalent) and industry classifications of end user customers to whom the Software or Services have been provided; and
 - (ii) any other information reasonably requested by DataTools from time to time that relates to the Software or Services, the calculation of Fees or the rights and obligations of either Party under this Agreement.
- (b) Any further resupply beyond the Reseller must be approved by DataTools in writing.
- (c) The Reseller must keep and maintain separate records and accounts in respect of any transactions conducted by it in connection with this Schedule A and the reseller agreement, for at least a period of seven years following the expiration or termination of this Agreement (or longer if required by Law). The records and accounts must:
 - (i) be sufficient to enable DataTools to verify the fees that are payable; and
 - (ii) contain all information as may be reasonably expected to be required or subsequently requested by DataTools from time to time in order to verify the Reseller’s compliance with this Agreement.