

# Addressfinder Terms of Service

Last updated: 1 December, 2024

This Agreement governs your use of the Services and Plugins defined in clause 1 below. The Services and Plugins are provided by or on behalf of Addressfinder (also called **we**, **us** and **our** in this Agreement). When we say **Addressfinder** we mean the entity that you are contracting with under this Agreement. If you reside in Australia, that entity is Addressfinder Pty Limited, ACN 606 672 333 (**Addressfinder Australia**). If you reside anywhere else in the world that entity is Addressfinder Limited of Wellington New Zealand, NZ Company Number 8163685 (**Addressfinder New Zealand**).

These Terms & Conditions comprise a legally binding agreement between you and us (the **Agreement**). By confirming your acceptance or agreement to these Terms & Conditions (where this option is provided to you), or by otherwise using the Services or a Plugin in any way, you acknowledge that you have read and understood the terms of this Agreement and agree to be bound by all of its provisions.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the full legal authority to bind that company or entity to this Agreement, in which case references to "you" and "your" are references to that company or entity.

If you do not agree to this Agreement, or do not have the authority mentioned above, you are not permitted to use the Services or Plugins.

## 1. Definitions

In this Agreement, unless the context otherwise requires:

**Lookup** means each time address information for a particular address is returned or verified via the Service. However, this does not include any snippets of information that are returned during the search process. Also, to be clear, where address information is returned for more than one address, a Lookup is counted for each address.

**Data Terms** means the terms that are referred to at the end of this Agreement in the "Data Terms" section or that we otherwise notify you of from time to time as being "Data Terms". The Data Terms form part of this Agreement.

**JavaScript Plugin** means the JavaScript plugin that is used for accessing the Services, including all updates and changes to the same released by us from time to time, in each case as downloaded from <https://api.addressfinder.io>. The JavaScript plugin may also be referred to as the "Addressfinder Widget" or the "JS Snippet" on <https://addressfinder.com> in the Portal and our documentation.

**Other Plugin** means any of our plugins that we have made available for the purpose of use in connection with the Services, including all updates and changes to the same, released by us from time to time.

### **Our Related Parties:**

- if you are contracting with Addressfinder New Zealand under this Agreement, means Addressfinder Australia, any related company of us or Addressfinder Australia (where "related company" has the meaning given in section 2(3) of the Companies Act 1993, and includes any company or similar entity which would be a related company within that definition if incorporated as a company in New Zealand) and our suppliers, contractors, directors, employees and agents; and
- if you are contracting with Addressfinder Australia under this Agreement, means Addressfinder Limited, our and Addressfinder Limited's related bodies corporate (as that term is defined in s.50 of the Corporations Act 2001 (Cth)) and our suppliers, contractors, directors, employees and agents.

**Plugin** means the JavaScript Plugin or any Other Plugin.

**Plugins** means the JavaScript Plugin together with all Other Plugins.

**Addressfinder Primary Site** means <https://addressfinder.com>.

**Portal or the dashboard** means the portal available at <https://portal.addressfinder.net>.

**Services** means the following (as may be changed or updated by us from time to time): the services provided via <https://addressfinder.nz/>, <https://addressfinder.com.au>, <https://addressfinder.com>, <https://api.addressfinder.io> and <https://portal.addressfinder.net>, the address and location related data that is returned to you via those services and any related documentation that we may provide or make available to you.

**Subscription Term** means, except where ended earlier under this Agreement, the initial term of Your Plan and each subsequent renewal term arising in accordance with this Agreement (if any). The Subscription Term is typically monthly or annual depending on Your Plan.

**Your Plan** means your then current Addressfinder plan, as detailed in the Portal.

## **2. Our Commitment To You**

When we provide the Services to you we will endeavour to:

- update on a monthly basis the underlying data set we use to provide the Services;
- respond in a timely manner to any email requests for assistance in relation to the Services;
- maintain our systems with a view to enabling the APIs for the Services to be available for at least 99.9% of each calendar month;
- schedule any planned maintenance between 4am and 6am on a Sunday morning (AEST) (or such other period that we have given you prior notice of); and
- provide at least one month's notice before we make any material change to the Services that we consider could potentially cause a material disruption in the use of the Services by all of our customers.

## 3. Your Right To Use The Services And Plugins

### Your Rights

Provided that you comply with this Agreement, we grant you the right to use the Services and Plugins in accordance with Your Plan, for the Subscription Term, and then only in combination with websites that you own or control and (if Your Plan includes use with intranets) intranets that you own or control. This right is non-exclusive and is subject to and limited by this Agreement and the type of plan that you have with us. For example, Your Plan may only entitle you to a certain number of Lookups during the Subscription Term for Your Plan. Also, if Your Plan does not include access to a Plugin then you are not granted any right to use that Plugin.

### Data Terms

Some of the data returned to you via the Services may be subject to Data Terms. The Data Terms form part of this Agreement and include a number of important provisions, including provisions that limit what you can and can't do with the data returned to you and that also require you to provide an indemnity. You agree to comply with, and be bound by, all Data Terms. Where there is any conflict between any Data Terms and this Agreement, the Data Terms will take priority in respect of the data they apply to (but not anything else). However, in no circumstances does this limit or prejudice clauses 12 (Disclaimers), 13 (Ending the Services and this Agreement) and 14 (Liability) nor any of our rights or remedies under this Agreement.

### Free Plan

If Your Plan is a free plan, the plan has the following additional conditions and restrictions on your use of the Services:

- use is limited to a fixed number of Lookups per calendar month, as specified in the Portal; - the Services must be used in conjunction with the applicable Plugins (no access to direct APIs);
- you must display the Addressfinder footer and link in the dropdown address results;
- the Service is only to be used on public facing websites and forms that do not require user authentication prior to any access of the Services;
- the Services may only be used for accessing physical/delivery addresses; and
- any other conditions and restrictions set out in the Portal or on the plans page of the Addressfinder Primary Site.

### Trial Plan

If Your Plan is a trial plan, the plan has the following additional conditions and restrictions on your use of the Services:

- use is limited to a fixed number of Lookups per calendar month, as specified in the Portal;
- restricted for use over a limited period of time only, as specified in the Portal;
- the Services must be used for development and testing purposes only (not for use in production);
- may include the ability to make direct APIs, as specified in the Portal; and

- any other conditions and restrictions set out in the Portal or on the plans page on the Addressfinder Primary Site.

## No Other Rights Are Granted

Except as set out or referred to in this clause 3 you are not granted any other rights in relation to the Services or Plugins.

## 4. Your Subscription Term

### Your Subscription Term will be aligned to expire at the end of a calendar month

Because of the way our reporting and other systems are set up, Subscription Terms are aligned with calendar months so that the expiry date of each Subscription Term will always occur on the last day of a calendar month, regardless of the start date of the Subscription Term. As a result, the initial term of your Subscription Term will be rounded up (in the case of an initial annual term) or down (in the case of an initial monthly term) so that it expires on the last day of a calendar month. For example:

- for a monthly Subscription Term that is selected on 15 June, the initial monthly term will be deemed to start on 01 June and to will expire at the end of the month on 30 June; and
- for an annual Subscription Term that is selected on 15 June, the initial annual term will be deemed to start on 15 June and expire on 30 June next year.

The rounding of the initial term does not reduce the amount of Lookups you receive (you still receive the full amount of Lookups from the start of the initial term) or change the monthly or annual charge for the initial term.

## Automatic Renewals

When your Subscription Term reaches its expiry date it will automatically renew by one month (in the case of a monthly plan) or 12 months (in the case of an annual plan), unless you have:

- downgraded to a Free plan; or
- previously notified us in writing that you do not wish to auto-renew.

If Your Plan has an annual Subscription Term it will also automatically renew in the circumstances set out in clause 5 (Exceeding the permitted Lookups) below. Whenever Your Plan is renewed, including under clause 5 below, you renew onto the then current version and fees for that plan described in the Portal at the time of renewal or, if we have implemented a custom plan for you, onto the plan described in our notice to you of the custom plan we have agreed with you.

## 5. Exceeding The Permitted Lookups

### Free Plans

If Your Plan is a free plan and you exceed the permitted Lookups for your Subscription Term, then we may restrict or stop your use of the Services or choose to exercise the rights set out in clause 13 (Ending the Services and this Agreement).

### Monthly Paid Plans

If Your Plan is a monthly paid plan and you exceed the permitted Lookups for your Subscription Term, then you will be charged for any extra Lookups at the then current rate per Lookup described in the Portal.

### Annual Plans

If Your Plan is an annual plan and you exceed the permitted Lookups for your Subscription Term, then Your Plan will automatically renew onto a new plan (with a new 12 month Subscription Term) such that the start date for the initial term for that new plan will be the date immediately following the date that you first exceed the permitted number of Lookups for Your Plan. We will endeavour to provide you with advance notice before this happens, including notice of the new plan that you will automatically renew onto if you exceed the permitted number of Lookups (**Replacement Plan**). We usually provide this notice soon after you have reached 80% and 95% of the permitted number of Lookups for Your Plan. The Replacement Plan will be the plan that we determine most closely corresponds to the plan you were on.

You can avoid automatically renewing onto a Replacement Plan prior to your term's end date by:

- not exceeding the permitted number of Lookups of Your Plan;
- downgrading to a free plan; or
- notifying us in writing in advance that you do not wish to auto-renew.

In some cases, instead of automatically renewing you onto a Replacement Plan as detailed above we may, in our sole discretion, upgrade Your Plan and clause 6 (Upgrading or downgrading Your Plan) will apply as if you had upgraded yourself. If we expect to upgrade you in this way we will give you the same sort of notice you would get with a Replacement Plan. You can also choose to avoid this upgrade by taking any of the steps set out in the three bullet points above.

## 6. Upgrading Or Downgrading Your Plan

### What are my upgrade and downgrade options?

You may upgrade or downgrade Your Plan at any time in the Portal where those options are made available to you. If an option you require is not available in the publicly offered plans, please contact us to discuss a custom Enterprise plan. No refunds are provided in relation to your previous plan, regardless of when you upgrade or downgrade.

The applicable description of the upgraded or downgraded plan is the version found on the Addressfinder Primary Site at the time of the upgrade or downgrade. However, if we have implemented a custom plan for you then the plan will be as described in our notice to you of the custom plan we have agreed with you.

## What happens when I upgrade to a plan with a different Subscription Term?

If you upgrade Your Plan from a free plan to an annual plan you will start the new plan (with a new 12 month Subscription Term) such that the initial term for that plan starts on the date you upgrade.

If you upgrade Your Plan from a monthly paid plan to an annual plan you will start the new plan (with a new 12 month Subscription Term) such that the initial term for that plan starts on the first day of the following month.

If you upgrade Your Plan from an annual plan to a Monthly plan you will start the new plan (with a new 1 month Subscription Term) such that the initial term for that plan starts on the first day following the end of your current plan.

## What happens when I upgrade to a plan with the same Subscription Term?

If you upgrade Your Plan from a monthly plan to a monthly plan with more Lookups, your current Subscription Term remains in place and you will be charged the fee for the upgraded plan regardless of the number of remaining days in your Subscription Term. However, if you have already paid a fee for that Subscription Term under your previous plan then we will subtract that fee from the fee for the upgraded plan for that Subscription Term.

If you upgrade Your plan from an annual plan to an annual plan, the terms of Your Plan remain the same until either the end date of Your Plan is met or you have used up 100% of the Lookups associated with Your Plan. At this stage Your Plan will be upgraded to the new annual plan with the new 12 month subscription term.

## What happens when I downgrade?

If you downgrade Your Plan, your current plan remains in effect until the end of the current Subscription Term, at which point you will renew onto the downgraded plan. No refunds are provided when you downgrade Your Plan.

## 7. Changes To This Agreement

We may from time to time make changes to this Agreement. We will notify you of any changes to this Agreement by either emailing you or by displaying that notice as part of the Services (for example, in the Portal). Any changes to this Agreement will take effect on the date specified in that notice.

Your continued use of the Services or any Plugin after you receive notice of any changes to this Agreement will amount to your acceptance of those changes.

If you do not agree with any changes to the Agreement you must immediately stop using the Services and any Plugins and immediately end this Agreement by notice in writing to us. If Your Plan is a paid plan and you end the Agreement in accordance with this clause, and can reasonably demonstrate to us that the changes to the Agreement would have had a material detrimental impact on you, then we will provide you with a pro-rata refund of any fees you have pre-paid for the then current term of Your Plan from the date the Agreement ends until the scheduled end date of that term. We only have to provide this refund if you request it in writing within 60 days of the date you are notified of the changes to the Agreement.

## 8. Your Access To The APIs

You may access the APIs for the Service via the applicable Plugins and, if expressly included in Your Plan, via direct API calls to <https://api.addressfinder.io>. You are not permitted to access the APIs for the Service in any other way. When using the JavaScript Plugin you must serve the code for the JavaScript Plugin from <https://api.addressfinder.io> and not from any other location. Use of the Address Autocomplete API and Location Autocomplete API must be made in conjunction with the Address Metadata API and Location Metadata API respectively.

## 9. Your Responsibilities

You must use the Services and Plugins for lawful purposes only and never misuse them. Misuse of the Services and Plugins includes trying to access them in a way that we have not expressly permitted, failing to comply with our directions or doing anything that adversely affects them or their use by anyone else.

You must never copy, modify, distribute, resell, lease, transfer or sub-license, or create derivative works from, all or any part of the Services or Plugins.

You must also comply with all laws and regulations (including, without limitation, New Zealand's Privacy Act 1993 and Australia's Privacy Act 1988 (Cth) and Competition and Consumer Act 2010 (Cth)) applicable to your use of the Services and Plugins.

You must provide accurate, current and complete information as part of the subscription process or whenever otherwise required as part of your use of the Services or any Plugin. To avoid doubt, if you include apparently fictitious or incomplete information we may, without limiting any of our other rights, disable your account.

You must never access or use the Services or any Plugin for any purpose related to building a product or service which competes with the Services or any Plugin or has similar features or functionality.

You must never use any Plugin independently or separately from the Services. If we make any source code or configurations available to you in relation to any Plugin, you must not use that source code, or those configurations, for any purpose other than evaluating that Plugin in relation to its use in connection with the Services.

You must comply with all policies and guidelines in relation to the Services or Plugins that are detailed from time to time at <https://addressfinder.com/>, or in the Portal, or that we have otherwise notified you of in writing.

You must never use the Services or any Plugin in any way which may be perceived as damaging the software underlying the Services, except to the extent expressly permitted by law (despite this limitation).

You must never use the Services or any Plugin in any way which may be perceived as damaging to our reputation or goodwill or may bring us into disrepute or harm. We may, in our sole discretion, determine whether or not you have complied with this requirement. If you are unsure about whether your use complies with this requirement please get in touch with us.

Your Plan may require that you display a statement as part of your use of the Services (for example, by providing that search results returned via the Services display "powered by Addressfinder"). You must ensure that any such statement or logo is displayed solely in the manner required by us from time to time and that you do not do anything to remove, obscure or alter that statement.

Unless expressly permitted otherwise by us in writing, you may only have one Addressfinder account per business.

It is your responsibility to ensure that your employees, service providers, contractors and other personnel that use or have access to the Services and any Plugin comply with this Agreement as if they were you. You are also responsible for their acts and omissions in relation to the Services, Plugins and this Agreement.

## 10. Ownership

We or our third party licensors own all rights, title and interest, including all intellectual property rights (whether or not registered and anywhere in the world), in and to the Services and Plugins (including in any underlying software, ideas or know how) and any changes or improvements to the Services and Plugins (whether made or contributed to by you, us or anyone else). You are not granted any rights or interests in any of our trademarks, logos and business, product and domain names or those of our suppliers.

You may choose to submit ideas, comments, feedback or suggestions to us in relation to the Services or any Plugin (**Suggestions**). You acknowledge and agree that any Suggestions do not contain any confidential or proprietary information. You grant, and warrant that you have the right to grant, us a perpetual, irrevocable, worldwide, transferable, sublicensable and non-exclusive right to use, share, commercialise and otherwise exploit Suggestions in any way for any purpose, at no charge and free of any obligation to you or anyone else.

## 11. Fees

### Paying Our Fees

You will pay all fees related to Your Plan. Except where stated otherwise in clauses 7 (Change to this Agreement) and 13 (Ending the Services and this Agreement) all our fees are



non-refundable. The fees are exclusive of all taxes and duties (including GST, if any), which are payable by you. Our fixed monthly or annual subscription fees are normally charged monthly or annually in advance (as applicable), while usage based fees (such as any overage fees in relation to a monthly plan) are normally charged in arrears.

## Paying By Credit Card

If you are paying by credit card under Your Plan, you authorise us to charge your credit card or bank account for all fees payable under this Agreement.

## Paying By Invoice

If you are paying by invoice (if permitted by Your Plan), you must pay our invoices by the 20th of the month following the date of the invoice, without withholding, deduction or set-off of any kind. If you do not pay by the due date you will, if requested by us, pay: (a) interest, at the rate of 2% above the overdraft interest rate charged by our primary bank, on the amount due from the due date for payment until full payment has been made; and (b) all expenses (including legal costs on a solicitor-client basis) incurred by anyone in the recovery of any monies that you owe to us.

## Changing The Fees

We reserve the right to change the fees we charge for the Services at any time and we will provide advance notice of any change by written notice to you. However, any increase or decrease to our fees will not apply retrospectively. Your continued use of the Services or any Plugin after your receipt of notice of a change to the fees we charge for the Services will amount to your acceptance of the change. If you do not agree with any such change you must immediately stop using the Services and Plugins and end this Agreement under clause 13 (Ending the Services and this Agreement).

## 12. Disclaimers

The Services and Plugins are provided to you on an "as is" and "as available" basis and your use of them is at your sole risk. To the maximum extent permitted by law, we do not represent or warrant that the Services or any Plugin will be secure, reliable, uninterrupted, always available (including at a certain speed), free of errors, omissions, inaccuracies, viruses or other destructive code, or that they will be fit for your purposes or for use in any specific technical environment or that any problems can or will be corrected.

Sometimes the Services or one or more Plugins will be unavailable or your use will be limited because of maintenance or other work that is being undertaken.

To the maximum extent permitted by law, we give no warranties in relation to the Services or any Plugin. To avoid doubt, to the maximum extent permitted by law, we disclaim and exclude all implied representations, warranties and conditions (including any warranties of fitness for purpose, merchantability, title and non-infringement).

Certain legislation may imply warranties or conditions, impose obligations or give statutory guarantees (together, **Statutory Provisions**) which cannot be excluded, restricted or modified except to a limited extent. The Agreement must be read subject to the Statutory Provisions. If

the Statutory Provisions apply, notwithstanding any other provision of the Agreement, to the extent to which we are entitled to do so, we limit our liability in respect of any claim to:

- in the case of goods, at our option:
  - the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or acquiring equivalent goods; or
  - the payment of having the goods repaired; and
- in the case of services, at our option:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.

If you are contracting with Addressfinder New Zealand under this Agreement, you represent and agree that you are in trade and are acquiring the Services in trade and, to maximum extent permitted by law, you agree that the provisions of New Zealand's Consumer Guarantees Act 1993 do not apply to the supply of the Services and Plugins or this Agreement, and that it is fair and reasonable that you and us are bound by this provision.

## 13. Ending the Services and this Agreement

Either you or us may end this Agreement at any time for any reason by giving the other notice which, if Your Plan is an annual plan, must be given at least 30 days beforehand. If Your Plan is a paid plan and we end the Agreement for any reason other than those set out below, then we will provide you with a pro-rata refund of any fees you have paid for your then current Subscription Term, from the date the Agreement ends until the scheduled expiry date of that Subscription Term. We only have to provide this refund if you request it in writing within 60 days of the date the Agreement ends.

We may also immediately end this Agreement at any time if you have breached any of the terms of this Agreement or we (in our sole discretion) consider it necessary or reasonable to do so (for example, to protect the Services and the use of them by anyone else or where our ability or right to provide any part of the Services or any Plugin has been suspended, terminated or restricted). We will notify you if we end the Agreement in these circumstances.

Where we are entitled to end this Agreement we may choose to end, suspend, downgrade or restrict your access and use of the Services and/or any Plugin, and we can do so without notifying you. To avoid any doubt, the exercise of those rights to end, suspend or restrict will never prevent us from exercising our rights to end the Agreement, and we can exercise the rights to suspend or restrict more than once for the same or different reasons.

Ending this Agreement or any of the Services does not affect:

- clauses 10 (Ownership), 12 (Disclaimers), 13 (Ending the Services and this Agreement), 14 (Liability) and 15 (General), which will continue to operate;
- the provisions of any Data Terms that expressly, or by their nature, survive the ending or termination of this agreement or any services; or
- any rights or remedies that have accrued beforehand.

## 14. Liability

To the maximum extent permitted by law, we and Our Related Parties will not be liable to you under or in connection with this Agreement for any loss or damage to data, loss of profit, revenue, opportunity or saving, or any incidental, indirect, special or consequential loss or damage.

To the maximum extent permitted by law, you will not be liable to us or Our Related Parties under or in connection with this Agreement for any loss or damage to data, loss of profit, revenue, opportunity or saving, or any incidental, indirect, special or consequential loss or damage. However, this paragraph does not exclude or limit your liability to pay the fees, liability for infringement of intellectual property rights or liability in relation to, or for breach of, any Data Terms.

To the maximum extent permitted by law, the total aggregate liability of us and Our Related Parties (together) to you under or in connection with this Agreement or its subject matter is limited to the greater of the total fees paid by you for the Services in the first 12 months of this Agreement or \$100.

The limitation of liability above, and any exclusions or disclaimers of liability in this Agreement, shall apply however liability arises, whether in contract, in tort (including negligence), for breach of statutory duty or otherwise.

## 15. General

In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa; where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; any examples in this Agreement, and references to "including", "for example" and similar words, are illustrative only and do not imply any limitations; any reference to a party includes that party's successors and permitted assigns; and clause and other headings are for ease of reading only and do not affect the interpretation of this Agreement.

We may change or update the Services and any Plugin from time to time and this Agreement continues to apply to those changed or updated Services and Plugins.

We may from time to time provide you with an updated URL to replace any URL referred to in this Agreement.

Each of our rights and remedies under this Agreement are cumulative and do not limit any other rights or remedies provided under this Agreement or at law.

We will not be responsible or liable for any failure or delay to perform our obligations due to any cause that is beyond our reasonable control or any failure by you to perform any of your obligations.

You may only transfer or assign any of your rights or obligations under this Agreement with our prior written consent. We may at any time subcontract, transfer or assign all or any part of our rights or obligations under this Agreement.

This Agreement constitutes the entire agreement and understanding between you and us in respect to its subject matter and replaces all previous agreements, understandings and representations relating to that subject matter and any additional or different terms that you may provide to us (including on any purchase orders).

Except for any changes to the Agreement that we make under clause 7 (Changes to this Agreement), this Agreement may only be changed by a written amendment that has been signed by one of your authorised representatives and one of our authorised representatives.

Anything we need to notify or tell you under this Agreement may be sent to you by: (a) email or post to the address you have provided for us when signing up to the Services; or (b) displaying that notice as part of the Services (for example, in the Portal). Anything you need to notify or tell us under this Agreement must be in writing and sent to:

- if you are contracting with Addressfinder New Zealand under this Agreement, [support@addressfinder.com](mailto:support@addressfinder.com) or Addressfinder Limited, PO Box 27063, Marion Square, Wellington 6141, New Zealand (attention Addressfinder); and
- if you are contracting with Addressfinder Australia under this Agreement, [support@addressfinder.com](mailto:support@addressfinder.com) or Addressfinder Pty Limited (care of Addressfinder Limited), PO Box 27063, Marion Square, Wellington 6141, New Zealand (attention Addressfinder).

Any notice sent by any of the means set out above will be deemed to have been received three days after it was sent unless the sender has been notified to the contrary (for example, by receiving notice of failure or delay in the delivery of an email).

Any waiver of any part of this Agreement must be in writing and signed by one of our authorised representatives. Any delay or failure by us to exercise any right does not prevent us from exercising that right, or any other right, on that or any other occasion.

If any provision of this Agreement is held to be illegal, invalid or unenforceable it shall be deemed to be deleted from this Agreement without affecting the legality, validity or enforceability of the remaining provisions.

If you are contracting with Addressfinder Australia, the provisions of this Agreement that relate to Addressfinder New Zealand (which include the Data Terms for any New Zealand related data) are also for the benefit of, and enforceable by, Addressfinder New Zealand, provided that this Agreement may be varied without the consent of Addressfinder New Zealand. Similarly, if you are contracting with Addressfinder New Zealand, the provisions of this Agreement that relate to Addressfinder Australia (which include the Data Terms for any Australian related data) are also for the benefit of, and enforceable by, Addressfinder Australia, provided that this Agreement may be varied without the consent of Addressfinder Australia.

If you reside:

- in Australia, this Agreement is governed by the laws of New South Wales and you and we submit to the non-exclusive jurisdiction of the courts of New South Wales; and

- anywhere else in the world, this Agreement is governed by the laws of New Zealand and you and we submit to the non-exclusive jurisdiction of the New Zealand courts,

except that if any Data Terms include any different governing law and jurisdiction provisions to those that apply above, those different provisions will apply in relation to those Data Terms (but they will not apply in relation to the rest of this Agreement).

## Data Terms

The data returned via the Services may include data from the following data sets. Each data set is subject to the corresponding Data Terms detailed below (and any additional or replacement terms that we may notify you of from time to time).

- Australia Post Data Terms (Appendix A)
- [Open Geo-coded National Address File \(G-NAF\) EULA](#)
- New Zealand Post Data Terms (Appendix B)
- [LINZ NZ Address CC4.0](#)

# Appendix A: Australia Post Data Terms

Last updated: 1 December, 2024

The following Data Terms (including each of its Parts A and B) (collectively, the **AP Terms**) form part of your agreement with Addressfinder (the **Addressfinder Agreement**) and apply in relation to your access to, and use of, Australia Post Data provided or made available to you via the Services under the Addressfinder Agreement.

## Part A - Permitted Use

### Australia Post Data

You are only permitted to use the Australia Post Data that is made available to you under Your Plan as specified on the Addressfinder Primary Site.

For the sake of clarity, you are not permitted to use any Australia Post Data referred to in these AP Terms if that Australia Post Data is not included in Your Plan.

If you are unsure what is included in Your Plan, please get in touch with us.

### Data provided via the autocomplete service

If you are provided with Australia Post Data via the autocomplete service then, subject to your compliance with these AP Terms, you may use that data as part of the autocomplete service (which is AMAS Approved Software) solely for the purpose(s) of: (a) searching and collecting of Australia Post verified addresses/data; (b) appending DPID's to Australia Post verified addresses which have been collected via the autocomplete service (but not via any bulk cleansing service); and (c) evaluation or demonstration in non-production environments, on the condition that the evaluation or demonstration time does not exceed is three months.

### Data provided via the bulk cleansing service

If you are provided with Australia Post Data via the bulk cleansing service on the Addressfinder Platform:

(a) subject to your compliance with these AP Terms, you may use that data as part of the bulk cleansing service solely for the purpose(s) of: (i) validating addresses in an existing address database solely owned by you; and (ii) validating addresses within an existing address database, as part of a data matching exercise, to link to other databases for the purposes of enriching the existing address database.

(b) subject to your compliance with these AP Terms, you are permitted to: (i) use the validated addresses/data for your internal business purposes only; (ii) use the validated addresses/data in existing address databases solely owned by you for the purpose of joining and/or appending data or attributes from one database to the other; and (iii) disclose the validated addresses/data to another person (including your subsidiaries, agents and franchisees), on the condition that: (A) the recipient of the validated addresses will not (and agrees not to) disclose the validated addresses to any other person; and (B) the recipient of the validated addresses

will only use the validated addresses for purposes that are directly related to your internal business purpose and not any other purpose.

(c) You must not: (i) use any validated addresses/data, whether owned by you or not, for the purpose of on-selling or commercial gain (including commercial gain from any derived insights); (ii) provide validated addresses/data to third parties, unless those third parties are contracted to carry out some work on your behalf strictly for your internal business purposes only; and (iii) create any derivative works from the validated addresses/data, unless it is solely for your internal business purposes and will not be commercialised, passed on or offered to any third party for commercial gain.

## Part B - General Terms

### 1. Definitions

Unless otherwise defined in these AP Terms, terms defined in the Addressfinder Agreement will have their defined meaning in these AP Terms. In addition, terms defined in these AP Terms will have their meaning throughout these AP Terms.

In these AP Terms:

**Addressfinder Platform** means the software providing the Services under the AddressFinder Agreement.

**AMAS Approved Software** means software that has been approved by Australia Post in accordance with the Address Matching Approval System rules.

**AP Services** means access to, and use of, Australia Post Data in accordance with these AP Terms and as described in these AP Terms.

**Australia Post** means Australian Postal Corporation (ABN 28 864 970 579) of 111 Bourke Street, Melbourne, VIC 3000.

**Australia Post Data** means the Australia Post PAF and/or Australia Post Geocoded PAF data that is supplied to you via the Addressfinder Platform and pursuant to these AP Terms.

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

**Data Principles** means the principles that govern how Australia Post Data must be used by parties other than Australia Post (including you), as set out in clause 4 (Data Principles) below.

**Intellectual Property Rights** means all rights ordinarily falling within the scope of the term, including: (a) existing and future copyright; (b) rights in designs, patents, semiconductors and circuit layouts; (c) rights in trade marks and in business and company names; and (d) all rights in any applications for or registrations of the rights described in (a)-(c) above, whether registered or unregistered, whether registrable or not and existing in Australia or elsewhere in the world.

**Laws** means all laws including rules of common law and equity, statutes, regulations, determinations, by-laws, ministerial directions, subordinate legislation, ordinances, mandatory codes, standards and guidelines, writs, orders, injunctions and judgements and any applicable government authority requirement.

**Loss** means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

**Personal Information** has the meaning given to that expression in the Privacy Act 1988 (Cth).

**Privacy Laws** means any applicable privacy or data protection Laws relating to the collection, use, processing, disclosure, storage or granting of access to Personal Information which may include the Privacy Act 1988 (Cth) and any binding ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of them.

## 2. Interpretations

(a) These AP Terms consist of the following parts: (i) Part A (Permitted Use); and (ii) Part B (General Terms). If there is any inconsistency between the parts listed above, unless expressly agreed otherwise in writing by Addressfinder (with reference to this clause), Part B (General Terms) will prevail to the extent of the inconsistency.

(b) Unless expressed to the contrary in these AP Terms, in these AP Terms: (i) headings are for convenience only and do not affect the interpretation of this Agreement; (ii) if a word or phrase is defined its other grammatical forms have corresponding meanings; (iii) "includes" means includes without limitation; (iv) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and (v) a reference to: (A) any legislation includes subordinate legislation created under it and is a reference to that legislation as modified, consolidated or replaced; and (B) a right includes a benefit, remedy, discretion or power; (C) time is to local time in Victoria, Australia. (vi) any notice, direction, guidelines, determination or recommendation that these AP Terms specify may be provided by Australia Post may be provided by or via Addressfinder.

## 3. No contract or liability

These AP Terms do not create a contractual relationship between you and Australia Post and you agree that Australia Post has no obligations or liability to you.

## 4. Data Principles

(a) You acknowledge and agree 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 these AP Terms, you must adhere to the following principles (the "**Data Principles**") when accessing or using any AP Services: (i) the AP Services must not be used in any way that is likely to (as determined by Australia Post, acting reasonably): (A) cause harm, including financial, physical or psychological harm, to an individual; (B) adversely affect the reputation or commercial interests of Australia Post; (C) be



contrary to the expectations of public trust in Australia Post; (D) be contrary to the values of Australia Post; or (E) be objectionable to the Australian community; (ii) the AP Services 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; (iii) without limiting your obligations under clause 6(b), if you receive any Personal Information from Australia Post under these AP Terms (including via the Addressfinder Platform), you must: (A) where practicable (irrespective of whether it is required under Privacy Laws) obtain the prior consent of any individual to whom the Personal Information relates for your collection, use and disclosure of the Personal Information in accordance with these AP Terms; and (B) include appropriate disclosures in your privacy policy and any privacy notices of your collection, use and disclosure of the Personal Information in accordance with these AP Terms; and (iv) your use of the AP Services must comply with all applicable Laws and regulatory directions and guidance including any directions or guidance provided by the Postal Industry Ombudsman (as notified by Australia Post to you) or the Office of the Australian Information Commissioner.

(c) In addition to any rights under these AP Terms (including under clause 10) if Australia Post believes that the use by you of any AP Services is contrary to any of the Data Principles, Australia Post may give written notice to that effect to you including reasonable details of the particular use of the AP Services that Australia Post contends contravenes the Data Principles.

(d) On receiving a notice under clause 4(c), you must immediately cease the relevant use of the AP Services.

## 5. Obligations

(a) You must comply with all obligations as specified in these AP Terms and any other reasonable directions provided by Australia Post or Addressfinder from time to time in writing.

(b) You must: (i) not make any false, misleading or deceptive representations in relation to the AP Services, including as to the quality or other characteristics of the AP Services; (ii) act in good faith at all times towards Australia Post and give Australia Post such assistance and co-operation as Australia Post reasonably requests in order to provide the AP Services; and (iii) not do anything which may adversely affect the reputation of Australia Post.

(c) You must not at any time use the Addressfinder Platform to systematically create a list or set of records that is substantially similar or competitive to the Australia Post Data.

## 6. Personal Information

(a) The Australia Post Data provided to you pursuant to these AP Terms (including via the Addressfinder Platform) may, as identified in these AP Terms: (i) contain Personal Information at the time at which it is provided by Australia Post to you; or (ii) when combined with other data, may constitute Personal Information when held by you.

(b) In relation to any Australia Post Data disclosed to, accessed or collected by you under these AP Terms (including via the Addressfinder Platform) which may constitute Personal Information as described in clause 6(a), you must: (i) comply with all Privacy Laws; (ii) if required under Privacy Laws, obtain all necessary consents from individuals for, and give all necessary

notifications to individuals of, its collection, use and disclosure of the Australia Post Data in accordance with these AP Terms; (iii) use or disclose the Personal Information only for the purposes of and in accordance with Part A (Permitted Use) and these AP Terms; and (iv) comply with any reasonable directions, guidelines, determinations or recommendations of Australia Post in relation to privacy issues, to the extent that they are not inconsistent with the requirements of a Privacy Law.

## 7. Australia Post Data Warranties

(a) While Australia Post has warranted to Addressfinder Australia that it has taken reasonable steps to ensure that it does not introduce inaccuracies into the Australia Post Data (except to the extent that the Australia Post Data is inaccurate due to an inaccuracy in third party data that may be incorporated in the Australia Post Data), you acknowledge that no warranties are provided as to the accuracy or completeness of the data comprised in the Australia Post Data.

(b) You acknowledge and agree that: (i) your use and reliance on the AP Services is at your own risk; and (ii) to the extent permitted by Law and other than as expressly stated in this Agreement, Addressfinder excludes all warranties, express or implied, in relation to the AP Services and Australia Post Data, including warranties of merchantability, fitness for a particular use or quality of the Australia Post Data.

## 8. Intellectual Property

(a) Except as expressly set out in these AP Terms, nothing in these AP Terms results in any change in ownership of, or grants any rights in, the Intellectual Property Rights of Australia Post.

(b) Australia Post is the owner or licensor of all rights, title and interest (including any and all Intellectual Property Rights) in the Australia Post Data, and excluding express conditional rights of use permitted under these AP Terms, nothing in these AP Terms confers any right, title or interest to the Australia Post Data to you.

(c) To avoid doubt, Australia Post retains all rights, title and interest in relation to, and may to the fullest extent permitted by law use, manage, handle, match, enrich, copy, modify, license and otherwise exploit and commercialise all Australia Post Data as it sees fit in its absolute discretion.

## 9. Indemnification

You indemnify, and will keep indemnified, Addressfinder, Australia Post and each of their directors, officers, employees and agents ("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 your use or access of the AP Services or Australia Post Data.

## 10. Termination and suspension

You must immediately cease use of the AP Services: (a) if the AP Services or related Addressfinder services have been ended or suspended under the Addressfinder Agreement (including if the Addressfinder ends the Addressfinder Agreement); or (b) if so required by Addressfinder in connection with any direction or requirement of Australia Post.

You also acknowledge and agree that your use of the AP Services may also be downgraded or restricted pursuant to the Addressfinder Agreement.

## 11. Governing Law and Jurisdiction

These AP Terms are governed by and are to be construed in accordance with the Laws applicable in Victoria, Australia. In relation to these AP Terms, you and Addressfinder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

# Appendix B: New Zealand Post Data Terms

Last updated: 1 December, 2024

## Notice

The data within the New Zealand Postal Address File is sourced from New Zealand Post, Land Information New Zealand (LINZ) and Statistics New Zealand. New Zealand Post copyright reserved. Data sourced from LINZ and Statistics New Zealand is subject to Creative Commons licence terms available at <https://creativecommons.org/licenses/by/4.0/> (the "CC Terms") and may be used in accordance with the CC Terms.

New Zealand Post Limited owns, or has a licence to use, all intellectual property rights in the New Zealand Post Postal Address File data incorporated in this product or service.

## Data Terms

1. In the following terms:
  1. "End User" means you;
  2. "End User Agreement" means the Agreement (as defined above at the start of the Terms and Conditions);
  3. "Data" means the Postal Address File, as more particularly described at [www.nzpost.co.nz/sendright](http://www.nzpost.co.nz/sendright), as such description is amended from time to time;
  4. "Documentation" means any user and technical documentation supplied by the Licensor with the Data to enable the Licensee and its personnel to use the Data, and any confidential information of the Licensor;
  5. "Intellectual Property Rights" includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trademarks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing;
  6. "Licensee" means Addressfinder Limited of Wellington New Zealand, NZ Company Number 8163685;
  7. "Licensor" means New Zealand Post Limited a company incorporated in New Zealand with its registered office at Wellington;
  8. "LINZ Data" means data which has been compiled by Land Information New Zealand; and
  9. "Restricted Data" means:
    1. any data which has an address type of Bag, Box, CMB Rural, CMB Urban or Counter Delivery; and
    2. for any data which has a "Rural" address type, the data in the 'RD Number' and 'Mailtown' fields.
2. The End User agrees that the Data (other than the LINZ Data) and the Documentation and all Intellectual Property Rights and other rights in the Data (other than the LINZ Data) and the Documentation from time to time remain the property of the Licensor.

3. The End User has no right to use any of the trade marks, business names or logos of the Licensor unless expressly stated otherwise in any sub-licence granted to the End User by the Licensee within the terms of any licence granted by the Licensor to the Licensee.
4. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by the Licensor or do anything similar or imply that such is the case, unless the Licensor has expressly given its prior written consent to the form and content of such claim.
5. The End User (and any of its agents and subcontractors) may only use Restricted Data in accordance with the End User Agreement, for the End User's internal purposes, which may include providing an online address checking service to the End User's customers. Without limiting the foregoing, the End User (and any of its agents and subcontractors) must not:
  1. sub-licence all or any part of the Restricted Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by the Licensor in writing, or
  2. other than as expressly permitted above, copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Restricted Data or relay or disseminate the same to any other party.
2. The End User must comply with the requirements of the Privacy Act 1993 (New Zealand) and any other applicable law or regulations relevant to its possession or use of the Data.
3. The End User must ensure that its personnel, agents and sub- contractors comply with the above terms as if they were the Licensee.
4. The End User acknowledges that the Licensor has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose or for use in any specific technical environment.
5. The End User agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.
6. The End User must indemnify the Licensor and keep the Licensor indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End User or any other person who has obtained the Data from an End User. The End User's total aggregate liability to the Licensor under this clause x shall not exceed \$250,000.
7. The Licensor must have rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982 (New Zealand), and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms.
8. These Data Terms are governed by the laws of New Zealand and the End User and Licensee submit to the non-exclusive jurisdiction of the New Zealand courts.