Product Schedule

Access Seeker Services

V1.1 effective from 1 October 2025

Table of contents

Part 1 – Access Seeker Services general terms

1 What is this document? 1
2 How do we provide the Services? 1
3 What are your obligations? 2
4 How do we manage intellectual property? 2

Part 2 – Country-specific terms

5 Additional service terms for Australia 3
6 Additional service terms for New Zealand 3

Part 3 – Example authorisation request

7 Example authorisation request 4

Part 1– Access Seeker Services general terms

Part 1 applies to all Access Seeker Services.

1 What is this document?

1.1 It applies to Access Seeker Services

This Product Schedule only applies to our Access Seeker Services. All references to Services in this Product Schedule refer to Access Seeker Services.

1.2 Definitions

Capitalised terms used in this Product Schedule have the meaning given to them in the Work Order, or:

a. the Experian Dictionary, accessible at www.experian.com.au/terms;
b. **in Australia**, the following capitalised terms have the meaning given in the *Privacy Act 1988* (Cth) (**Privacy Act**): Ban Period, Credit Provider, Credit Reporting Body, Credit Reporting Information; or
c. **in New Zealand,** the following capitalised terms have the meaning given in the *Credit Reporting Privacy Code 2020 (NZ)* (**Privacy Code**): Credit Information, Credit Provider and Credit Reporter.

2 How do we provide the Services?

2.1 We operate under applicable Laws

Our ability to provide the Services is subject to Law (including Privacy Laws).

2.2 We rely on Third Parties

When providing our Services, we rely on information provided to us by Third Parties (e.g. third party credit providers).

2.3 We use our Consumer Bureau to provide the Service

We use our Related Bodies Corporate (referred to in this document as our **Consumer Bureaus**) to provide the Services to you. Our Consumer Bureaus are:

a. **In Australia:** Experian Data Registries Pty Ltd (ABN 38 101 620 466), a Credit Reporting Body; and
b. **In New Zealand:** Experian Data Registries (NZ) Limited (Company No. 361901), a Credit Reporter.

2.4 We record your use of the Service

Where you provide or receive information about a person using our Consumer Bureau, we may record the following information on the person's credit file:

a. your name;
b. that you accessed their information;
c. the date you accessed their information; and
d. any information you provide to us that we are allowed under the Privacy Laws.

This information is visible only to the person to which the credit file relates. Credit Providers and other organisation can't see this information.

3 What are your obligations?

3.1 Service eligibility

You are provided with the Service on the condition that you are an 'access seeker'. This means that you are a person or entity that has the written authority of a person to deal with our Consumer Bureau on their behalf for the purposes outlined clauses 5.2 (in Australia) or 6.1 (in New Zealand).

3.2 Using the Services

You must:

- **a.** only use the Services 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.** comply with all technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- **d.** 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;
- **e.** protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processed, or harmful code;
- **f.** ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- **g.** restrict access to the Services to you, your Authorised Users and Authorised Third Parties only; and
- **h.** only use the Services on hardware, networks, systems and software that meet any minimum specifications notified by us from time to time.

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.

3.3 Compliance with Privacy Laws

The *Privacy (Credit Reporting) Code 2024* requires Credit Reporting Bodies to establish an audit program to assess Credit Providers' compliance with Privacy Laws. If you are a Credit Provider, you will provide us reasonable assistance in carrying out these audits.

3.4 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 Service 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.

3.5 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.

Part 2 – Country-specific terms

Additional terms that apply depending on the Location set out in the Work Order (Australia or New Zealand).

5 Additional service terms for Australia

5.1 Prohibited users

The Service must not be used by a Credit Provider, Trade Insurer or Mortgage Insurer (each as defined in the Privacy Act) (**Prohibited Users**). You confirm that you aren't a Prohibited User and won't allow any Prohibited Users to access the Services.

5.2 Authorised Use

The Authorised Use of the Service is for you to request Credit Reporting Information or Credit Eligibility Information about a person for the purpose of assisting them to deal with a Credit Reporting Body or Credit Provider.

5.3 Before using the Service

Before using the Service:

a. you need to verify the identity of the person you are assisting; and
b. the person you are assisting must have authorised you in writing to:
    i. request Credit Reporting Information or Credit Eligibility Information from our Consumer Bureau on their behalf; and
    ii. provide us information or documentation we reasonably require to provide or correct the information we hold about them.

You must keep records of these authorisations and share them with us on request. An example authorisation is set out at section 7. An example authorisation request is set out in Part 3 of this Product Schedule.

5.4 Using the Services

a. You must only:
    i. use the Service for the Authorised Use; and
    ii. request, use and keep any information we provide to you about a person for that person's purposes (as expressly authorised by them).
b. To provide information to you about a person, we need to successfully match the identity of that person to a record in our Consumer Bureau.
c. We won't provide information about a person to you if there is a Ban Period in place. During this time, we'll only deal with the person directly to prevent unauthorised use or disclosure of Credit Reporting Information.

6 Additional service terms for New Zealand

6.1 Authorised Use

The Authorised Use of the Service is for you to request and/or correct Credit Information about a person acting in your capacity as the person's agent.

6.2 Before using the Service

Before using the Service:

a. you need to verify the identity of the person you are acting on behalf of; and
b. the person you are acting on behalf of must have authorised you in writing to:
    i. request and/or correct Credit Information held by our Consumer Bureau on their behalf; and
    ii. provide us any information or documentation we reasonably require to provide or correct the information we hold about them.

You must keep records of these authorisations and share them with us on request. An example authorisation is set out at section 7. An example authorisation request is set out in Part 3 of this Product Schedule.

6.3 Authorisation

The authorisation you request from a person under clause 6.2 above must:

a. authorise us to retain any Personal Information provided by you for the purpose of providing our credit reporting services; and

b. not be combined with other authorisations that undermine the restrictions under the Privacy Code from using Credit Information for marketing or direct marketing purposes.

6.4 Using the Services

You must only:

a. use the Service for the Authorised Use.

b. request, use and keep any information we provide to you about a person for that person's purposes (and not for any of your own purposes, including any marketing or direct marketing purposes).

We won't provide information about a person to you if we're required to supress their Credit Information under the Privacy Code. During this time, we'll only deal with the person directly to prevent any unauthorised use or disclosure of Credit Information.

Part 3 – Example authorisation request

An example you can use to request authorisation from a person. In the example, "us" or "we" means you, and "you" or "your" means the person authorising you.

7 Example authorisation request

a. You authorise us, as your agent, to request your credit report from Experian on your behalf. To do so, you also authorise us to provide Experian with the information it reasonably requires. This may include, for example, your full name, address, date of birth, current and previous address and driver's licence number.

b. You authorise Experian to hold, use, and disclose any information we provide on your behalf for the purpose of delivering its credit reporting services, including to other customers. For more details on how Experian manages your credit information, please refer to its privacy policies:'

   i. **Australia:** www.experian.com.au/privacy-policy-terms-conditions

   ii. **New Zealand**: www.experian.co.nz/privacy-policy

c. If you ask us to request a correction to your credit information held by Experian, you must identify what needs to be corrected and may need to provide supporting documentation. You authorise us to pass this documentation to Experian. We are responsible for providing you with Experian's response to your correction request.

d. Any request we make to access your credit report on your behalf will be recorded by Experian for your reference only. This record is not visible to credit providers or other organisations.

e. We will only use your credit information to help you access your credit report or to assist with a correction request to Experian. We will not use your credit information for any other purpose or for the benefit of any other person.