Geoscape Australia - Specific Geoscape API terms

Some Geoscape APIs have specific terms that apply to their use. We've set them out below.

These specific Geoscape API terms form part of your Geoscape Hub subscription plan or other agreement with Geoscape Australia regarding the use of Geoscape APIs. You agree to use Geoscape APIs in accordance with any specific terms set out below that apply to them.

Unless otherwise specified, the words and phrases used in these specific Geoscape API terms have the same meaning as in the Geoscape General Terms of Use.

If you have any questions about your agreement or the use of Geoscape APIs, please contact support@geoscape.com.au.

A.   Specific terms for Addresses API, Predictive Address Verification API and Batches API (the Geoscape Address APIs)

1.   Notwithstanding any restrictions in the Geoscape General Terms of Use, and subject to the requirements set out in part C below regarding the Mailpoint service, you may use and grant your End Users the rights to use Geoscape Data accessed through the Geoscape Address APIs (**Geoscape Address Data**) and any Derived Material created or developed using Geoscape Address Data (**Geoscape Address Derived Material**) without restriction save for the following:

a)   You must ensure that any reproduction or expression of Geoscape Address Data or Geoscape Address Derived Material bears or appropriately references the copyright and disclaimer information set out in the Geoscape Copyright Notice and Disclaimer.

b)   You must not make Geoscape Address Data or Geoscape Address Derived Material available under an open licence or permit any other person to make it available under an open licence.

c)   Your use of Geoscape Address Data and Geoscape Address Derived Material must comply with all Privacy Laws and any recommendations made or guidelines issued by the Office of the Australian Information Commissioner, and you must require your End Users to do the same.

d)   If you grant your End Users the rights to use Geoscape Address Data or Geoscape Address Derived Material, those rights must be revocable in the event of breach by the End User of their agreement with you. If an End User's rights are revoked, you must take reasonable steps to ensure that the End User permanently deletes or destroys any Geoscape Address Data and Geoscape Address Derived Material in their possession or control.

e)   On our request by notice to you, you must promptly put your End Users permitted to use our Geoscape Address Data or Geoscape Address Derived Material on notice that Geoscape Address Data may be derived from or based on Open Data licensed under an open licence on terms equivalent to your Open Data acknowledgement set out in the Geoscape General Terms of Use.

B.   Specific terms for Buildings API

1.   These specific terms apply where you create an App that allows Full Access to Geoscape Data accessed through the Buildings API (a **Buildings App**) and you make that Buildings App available to your End Users.

2.   You must ensure that your End Users agree to the Geoscape Data EULA and that their agreement to it is binding and enforceable. You must also make a copy of the Geoscape Data EULA easily accessible to such End Users, for example, through a

hyperlink in the Buildings App.

3. On request, you must promptly provide us with details about any such End Users, including when and how the Geoscape Data EULA was agreed to by them.

4. We may change the terms of the Geoscape Data EULA from time to time. If we do so, you must comply with our reasonable requests to notify End Users of the changes.

5. If we give you notice of a significant Modification or Discontinuation Event for the Buildings API, you will diligently manage with your End Users any modification or discontinuation of Geoscape Data licensed to them under a Geoscape EULA.

6. In these specific terms, these terms have the following meanings:

   a) **Full Access** means access that allows Geoscape Data (or any accompanying tables, metadata or other content) to be altered, extracted, downloaded, scraped or otherwise harvested.

   b) **Geoscape Data EULA** means the Geoscape Data End User Licence Agreement available through the Geoscape Australia website, as updated by us from time to time.

C. Specific terms for the Mailpoint service available through the Addresses API and Batches API (the Mailpoint APIs)

1. If you use the Mailpoint service that is available through the Mailpoint APIs, you agree to do so in accordance with the Mailpoint Mandatory End User Terms on the basis that you are an "End User".

2. Before providing your End Users with access to the Mailpoint service that is available through the Mailpoint APIs, you must ensure that they agree to the Mailpoint Mandatory End User Terms. You must provide us with details of any such agreement to the Mailpoint Mandatory End User Terms within 10 days of the end of each quarter, including when and how the Mailpoint Mandatory End User Terms were accepted by each End User, the details of any corporate group covered by the agreement and any other details reasonably required by us.

3. You acknowledge that we are obliged to report on MailPoint usage to Australia Post through Ive Distribution Pty Ltd and you agree to cooperate with us in relation to those reporting obligations.

4. You acknowledge that Geoscape Australia is obliged to report on MailPoint usage to Australia Post through Ive Distribution Pty Ltd, and agree to cooperate with Geoscape Australia in relation to those reporting obligations.

5. In these specific terms, **Mailpoint Mandatory End User Terms** means the Mailpoint Mandatory End User Terms available through the Geoscape Australia website, as updated by us from time to time.