

Experian – Sandbox Agreement

Look Who's Charging Pty Limited ("Look Who's Charging") is a wholly owned subsidiary of Experian Australia Pty Ltd ("Experian"). This Sandbox Agreement ("Agreement") contains the terms and conditions that govern your access to and use of Experian's sandbox environment to enable you to test and evaluate Experian's transaction data enrichment services ("Sandbox"). This Agreement takes effect when you click an "I Accept" button or check box presented with these terms or, if earlier, when you use the Sandbox (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts and, you represent to us that you have legal authority to bind the entity that you represent. References to "Client" refers to the entity that you represent.

Experian may provide you with an API key ("API Key") together with a copy of Experian's API integration guide ("API Guide").

1. General Terms

- 1.1 You are permitted to access the Sandbox solely for your internal business purposes of testing and evaluating Experian's transaction data enrichment services in a hosted environment. The Sandbox must not be used in your own environment or in a production environment. You are not permitted to use the Sandbox for commercial use.
- 1.2 You are permitted to cache data received from the Sandbox for a maximum of 7 days after which time it must be destroyed in a secure manner.
- 1.3 If requested at any time by Experian, you must destroy any data received from the Sandbox in a secure manner, and You must securely destroy all copies of the API Guide, electronic or otherwise.
- 1.4 You not share the API Key or the API Guide with any third party without the written consent of Experian.
- 1.5 Experian may terminate your access to the Sandbox at any time without notice and without cause.
- 1.6 Experian expressly excludes any representations or warranties in respect of the merchant logos provided as part of the Services. Experian does not hold any Intellectual Property Rights or grant any licence to the Client to use the merchant logos provided as part of the Services. Any use of the merchant logos by the Client is at the Client's own risk. Experian will not be liable to the Client for any claim or loss arising from or in connection with the provision by Experian of any merchant logo or the use of any merchant logo by the Client.

2. Intellectual Property

- 2.1 All materials, including any data, software, scorecards and documentation developed by Experian and/or licensed by Experian to the Client in connection with this Agreement (hereinafter referred to as "Licensed Materials") shall be and remain the property of Experian. All intellectual property rights in the Licensed Materials and the derivative output will remain vested in Experian.

3. Nature of the services and warranties

- 3.1 Experian's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee.

3.2 Experian shall use reasonable care and skill in providing the Services and warrants that the Services will be provided in accordance with the Schedule and/or Specification (if any). Experian warrants that the Services will not infringe any third party's intellectual property rights. Experian does not provide any other express or implied warranties other than as provided herein. Both parties represent and warrant that they have the full power and authority to enter into this Agreement and that they shall comply with all applicable laws.

4. Confidentiality

4.1 The Parties shall keep in strictest confidence all confidential information disclosed to them during the course of this Agreement. The obligation of confidentiality shall survive termination of this Agreement. The parties agree that the value of the confidential information is such that an award of damages may not adequately compensate the disclosing party in the event of a breach or threatened breach of this Agreement by the receiving party. Accordingly, the non-defaulting party may seek and obtain an interim or final injunction (with or without giving notice to the receiving party) to prohibit or restrain the other or its employees or agents from any breach or threatened breach of this Agreement.

5. Licence and use

5.1 Experian grants the Client a non-exclusive, non-transferable licence to use the Licensed Materials in Australia solely for the internal business purposes of the Client. The Client shall not be entitled to sell, sublicense or otherwise commercially exploit the Services. The licence granted will automatically expire on termination of this Agreement for any reason, and the Client shall immediately cease use of the Services and Licensed Materials. The Client grants Experian and/or Experian group companies a royalty-free, non-exclusive, non-transferable licence to use and copy any of the materials, data or databases owned by the Client and provided to Experian solely for the purpose of Experian fulfilling its obligations under this Agreement.

6. Limits on liability

6.1 Neither party limits its liability to the other for: (i) anything it would be illegal to limit liability by law, (ii) breach of confidentiality that does not involve Personal Information or Credit Reporting Information (as that term is defined in the Privacy Act 1988 (Cth)), (iii) infringement of a third party's intellectual property rights; (iv) wilful default and fraud. The Client does not exclude liability and hereby indemnifies Experian for any breach of clause 5 herein.

6.2 Except as provided in paragraph 6.1 above where liability is unlimited, each party's liability to the other party for all matters arising from this Agreement whether in contract or tort shall be limited to the Fees paid or payable in the then-current Term, or if the Fees are variable then the amount paid in the previous 30 days times 12.

6.3 Except as provided in paragraph 6.1 above where liability is unlimited, neither Party shall be liable for any indirect or consequential loss, including, but not limited to: loss of profits; loss of earnings; loss of business or goodwill; loss of anticipated savings; increase in bad debt; or failure to reduce bad debt.

7. General provisions

7.1 This Agreement shall supersede any previous agreements or arrangements between the parties and sets out all of the terms agreed relating to the subject matter of this Agreement. Neither party may assign or otherwise deal in any manner with this Agreement. Neither party will be liable to the other party if it cannot complete its obligations due to an event of force majeure. If any provision of this Agreement is invalid, illegal or unenforceable, that provision shall be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.