

## MyPost Business Online Sending - Terms of Use

Last updated October 2023

Australia Post (referred to in these Terms of Use as **we**, **us**, or **our**) provides Online Sending Services (defined below) to our Customers (referred to as **you** or **your**). These Online Sending Terms of Use and the AP User Account Terms of Use (found [here](#)) apply to your use of the Online Sending Services.

The Australia Post General Terms and Conditions also apply to these Online Sending Terms of Use. These terms can be found [here](#). In particular: Section 1 (“commitments to each other”); Section 2 (“what cannot be sent and your responsibilities”; please note **you may be liable to us and may be required to indemnify us** in certain circumstances); Section 3 (“cover for loss or damage”); Section 4 (“delivery & collection of mail and other postal services and requirements”) apply to the Online Sending Service. We also draw your attention to Service Schedules that apply to you – these include Parcel Post; Domestic Return Paid Parcel; Express Post; International; and Extra Cover. We encourage you to read these sections and schedules carefully.

All capitalised terms that we refer to have been defined at the end of these Terms of Use. Where there's any inconsistency between these Terms of Use, the AP User Account Terms of Use, and the Australia Post General Terms and Conditions, these Terms of Use will take precedence.

### 1. Registration for an AP User Account

- 1.1. You are required to register for an AP User Account with Australia Post to use the Online Sending Service.
- 1.2. You must comply with the AP User Account Terms of Use, including the provision of accurate, complete and up-to-date information as required.
- 1.3. You are solely responsible for all activities that occur through the use of your AP User Account by you or any person acting on your behalf. This includes any transactions that are made or processed while using the Online Sending Service.

### 2. Conditions applying to the Service

- 2.1. You must comply with all Online Sending Requirements in the course of your use of the Online Sending Service.
- 2.2. Each Postage Label generated using the Online Sending Service is for a single use. Any attempt to copy, duplicate or re-use a Postage Label with the intention of securing the provision of a postal service without due payment is prohibited, and constitutes a material breach of these terms. It may also constitute an offence under the Commonwealth Criminal Code (or corresponding State or Territory legislation).
- 2.3. You accept sole responsibility for assessing and advising accurate actual weights and dimensions of parcels sought to be consigned through the Online Sending Service. If any parcel consigned through the Service (whether consigned on the basis of an estimated weight calculated through the Service weight estimator function on the MyPost Business Platform or otherwise) is found by us to have an actual weight or dimension in excess of the weight or dimension stated by you, acceptance and delivery of the parcel is at our reasonable discretion. However, if you are not registered to use the Online sending Service, we will not accept or deliver a parcel found to have an actual weight or dimension in excess of the weight or dimension stated by you. If, in the exercise of its discretion, we choose to accept, carry and deliver the parcel, such carriage and delivery is at the rate or cost applicable to the higher actual weight or dimension of the parcel, and you authorise us to charge any additional costs of carriage and delivery in the manner specified in clause 6.2 below.
- 2.4. You must properly and adequately package each parcel for consignment by or through us. For some parcels, there are flat rate satchels and boxes available for purchase online, or you may select your own packaging. You should use postal-specific product packaging of matching size category where flat rate postage has been selected, and comply with Australia

Post's packaging guidelines. We reserve the right to decline to accept or carry any article which we reasonably consider to be inadequately or inappropriately packaged.

- 2.5. You must not, at any time, seek to use the Online Sending Service for the consignment of any Prohibited or Restricted Items. It is your responsibility to assess whether the contents of your parcel are, or may be, classified as Prohibited or Restricted Items, or are items which are prohibited or regulated goods for the purposes of the laws of the country of destination.
- 2.6. You acknowledge the parcels consigned to overseas addresses are subject to the laws (including the import and customs laws) of the destination country. You must accurately supply all information requested by Australia Post so that customs requirements may be met. A failure to supply accurate information may result in the delay, return or destruction of a parcel. Any associated costs may be charged to you under clause 6.2 below.
- 2.7. The Online Sending Service is personal to you, and any purchase of Postage Labels through the Service on behalf of any third party or for sale or re-supply to any person or entity is prohibited.
- 2.8. We may make special or preferential offers available to registered customers of the Service from time to time. If any such offers are made available they will be:
  - (a) subject to these Terms of Use;
  - (b) personal to you (and strictly not for transfer or re-sale to any other person or entity); and
  - (c) offered under any offer-specific terms which may be notified by us in the manner set out in clause 14.1 from time to time.

### 3. Delivery Services

- 3.1. The Online Sending Service can only be used in respect of the MPB Products, as may be varied and updated from time to time under clause 3.2.
- 3.2. We reserve the right at any time to add new

products and services and/or delete products and services from the MPB Products. When we do so, we will notify you under the provisions of clause 14.1.

- 3.3. All parcels which you consign using the Online Sending Service must comply with all Online Sending Requirements applicable from time to time.
- 3.4. Not all carriage or delivery features and options otherwise offered by Australia Post are available to use with the Online Sending Service and/or may not be available in all locations or to all addresses. You will be advised on the MyPost Business Platform you if additional features or options are available, and if so, the additional cost payable. Additional delivery service options may include:
  - (a) The Parcel Pickup Service (see below)
  - (b) The Parcel Returns Service (see below)
  - (c) Tracking Service;
  - (d) Signature on Delivery; and
  - (e) Extra Cover.
- 3.5. Any delivery timetable and/or calculators relating to the Online Sending Services specified in the MPB Rates and Savings guide or which may be published on the Australia Post website) provide Australia Post's best estimates only of the delivery time for postage services, and that those services are not guaranteed except to the extent (if any) specified in the Australia Post Terms and Conditions. Parcels above 16kg (dead weight) may incur additional transit time to the times set out in the delivery timetables.

### 4. Parcel Pickup Service

- 4.1. The Parcel Pickup Service is only available in major metropolitan areas of Australia as identified on the MyPost Business Platform, and you will be advised by the on-screen prompts of its availability in your location. Australia Post reserves the right to vary at its discretion on 30 days' notice the locations where the Parcel Pickup Service is available.
- 4.2. Parcel Pickups will only be made from premises which are clear and readily accessible, which

are free from obstacles and hazards and at which any dogs are restrained. Australia Post reserves the right at its absolute discretion to refuse to pick up parcels from any premises which, on reasonable grounds are unsafe, inaccessible or otherwise unsuitable.

- 4.3. The Parcel Pickup Service is only available for parcels: which are labelled with an Australia Post scannable barcode (including those ordered using the Online Sending Service), which are suitably and adequately packed, and which weigh less than 22 kilograms, or such other weight restriction notified to you on the MyPost Business Platform.
- 4.4. Unless other pickup options are available, your parcel will be picked up on the following business day after the pickup is ordered between the hours specified on the MyPost Business Platform. Depending on your location, the following three pickup options may be available: same business day, next business day – timed pickup window, and next business day – standard. You will be advised by the on-screen prompts on the MyPost Business Platform of the availability and detail of these options in your location, as well as the conditions applicable to the Pickup option you have selected (including the notice period to be provided when ordered).
- 4.5. Where your request to use the Parcel Pickup Service is accepted, you must ensure your parcel is available to be collected at your premises on the day and during the time window when the Pickup has been booked. Australia Post's estimated delivery times for its services start from the time your parcel is picked up.
- 4.6. In certain situations, the Parcel Pickup Service may be cancelled or amended by you. If permitted, any request to cancel or amend can only be made by following the instructions provided on the MyPost Business Platform.
- 4.7. Unless advised otherwise on the MyPost Business Platform, the Parcel Pickup Service is only available for pickups from premises where someone is in attendance. Where the Parcel Pickup Service is available for unattended parcels (whether in relation to particular

locations or particular types of parcel or otherwise), your parcel must be left in the location as advised on your booking where it can be easily located by Australia Post, and any unattended parcels left at your premises for pickup are left at entirely your own risk.

- 4.8. The Parcel Pickup Service may be limited to a maximum number of parcels and a maximum aggregate weight at any one time, and if so, this will be advised on the MyPost Business Platform.
- 4.9. You are responsible for ensuring that the postage for your parcel has been paid and for ensuring that your parcel is sufficiently and adequately packed.
- 4.10. Australia Post is entitled to refuse to pick up any parcel which in Australia Post's reasonable opinion doesn't meet the requirements of the Parcel Pickup Service or which doesn't otherwise match the description of the parcel which was booked.

## 5. Parcel Returns Service

- 5.1. The Parcel Returns Service is only available for the return of a Parcel domestically within Australia which was originally consigned by you to your customer, and is subject to the instructions, requirements and charges specified on the Online Sending Platform from time to time. You are responsible for ensuring the charges for the Parcel Returns Service are paid and for complying with all instructions and requirements.
- 5.2. The Parcel Returns Service will be charged at the rate applicable at the date on which the Postage Label is created. Australia Post reserves the right to charge you for any underpaid postage which may be detected and determined when the Parcel is within the Australia Post network.
- 5.3. You are responsible for creating and purchasing the required Postage Label for the Parcel Returns Service using the MyPost Business Platform and providing it to your customer. You are also responsible for advising your customer of the requirements for the Parcel to be lodged in the Australia Post network, including that the Parcel be repacked in the same packaging as

used by you when the Parcel was originally consigned to your customer.

- 5.4. The original optional features applicable to the Parcel when it was originally consigned, including Extra Cover and Signature on Demand, will be applied in the MyPost Business Platform at the time the Postage Label for the Parcel Returns Service is being created, and may be de-selected by you prior to purchase if not needed.
- 5.5. In addition to tracking information being made available to you when a Parcel is consigned using the Parcel Returns Service, it will also be provided to your customer.
- 5.6. Australia Post is entitled to refuse to provide the Parcel Returns Service for any Parcel which, in Australia Post's reasonable opinion does not meet the Online Sending Requirements.

## 6. Charges and Payment

- 6.1. You must pay the Charges free of any deduction or set-off using an online payment channel approved by us.
- 6.2. By nominating or using one of the online payment channels we have approved, you authorise us to debit:
- (a) your nominated account with us (where this payment method is available); or
  - (b) your nominated credit card, with the value of postage and other Charges applied by us in respect of the Service and the postal or delivery services applicable to the parcel to be delivered, and any additional charges for postage which are applicable due to the actual weight and/or dimension of the parcel being greater than represented by you.
  - (c) We may vary the Charges at any time at our discretion by giving you reasonable notice of the changes under the provisions of clause 14.1.

## 7. Send and Save

- 7.1. By using the Online Sending Services, you will be automatically registered for Send and Save purchasing loyalty program. Your eligibility for

Send and Save will start after you have been sent an e-mail confirming your membership and provided you with your unique Membership QR Code.

- 7.2. The operation of Send and Save is governed by the rules and requirements set out in the MPB Rates and Savings Guide. The list of MPB Products which contribute to your Savings Band and the MPB Products on which Savings Band savings can be applied is contained in the MPB Rate and Savings Guide.
- 7.3. Subject to any special or introductory offers by us, your initial Savings Band will be Savings Band 0. Thereafter, your purchases of relevant MPB Products will determine your Savings Band, which determines your eligibility for MPB Savings on relevant MPB Products.
- 7.4. Your Savings Band will be determined by the amount you spend over rolling four week and twelve month periods on relevant MPB Products, and allocated in accordance with the applicable table in the MPB Rates and Savings Guide. Where differing Savings Bands may apply, the higher applicable Savings Band will be assigned to you, subject to future adjustment as set out in clause 7.8 below.
- 7.5. We may add new products and services and/or delete products and services from the MPB Products under clause 3.2. We also reserve the right to change the eligibility of any MPB Products for either or both: inclusion in the list of MPB Products contributing to your Savings Band and inclusion in the list of MPB Products on which Savings Band savings can be applied. If any changes to MPB Products are made under this clause, 30 days' notice will be provided under the provisions of clause 14.1
- 7.6. The following Australia Post products and services are not available for purchase using the Online Sending Service and don't count towards your Savings Band nor can MPB Savings be applied:
- (a) Letters services, including but not limited to stamps, presort, print post, promotional post, charity mail, reply paid, acquisition mail, impact mail, registered post, unaddressed mail,

prepaid envelopes and tracked letters (other than the products listed in the MPB Rates and Savings Guide);

- (b) Retail merchandise, other than MPB Products, purchased from Australia Post retail outlets (including from participating Post Offices);
- (c) Domestic Parcel Post and Express Post Pre-Paid Satchels when purchased at the [auspost.com.au](http://auspost.com.au) online shop;
- (d) any bulk mail lodgements - through manual mailing statements or electronic lodgement via the ELMS system;
- (e) products and services supplied to Australia Post's contracted customers, including eParcel customers; and
- (f) parcel postage purchased through marketplaces including but not limited to eBay (other than where eBay orders are exported to your MyPost Business Account), Farmhouse Direct, Amazon and Good Spender.

7.7. The Send and Save savings (or fixed price, where applicable) to each Savings Band which apply to the relevant MPB Products are set out in the MPB Rate and Savings Guide. The MPB Savings which will be applied to eligible MPB Products will be determined by your Savings Band applicable at the time of purchase.

7.8.

- (a) For your purchases of MPB Products to count towards your Savings Band, you must validate your unique Membership QR Code when purchasing MPB Products at Participating Post Offices, or in such other manner as we may request from time to time. When purchasing MPB Products when logged into your MyPost Business Account using the MPB Online Sending Portal, your purchases of MPB Products will be measured automatically. When purchasing MPB Products when logged into a Platform Integration Partner or other approved integration method

including integration with the eBay marketplace platform, your purchases of MPB Products will be measured automatically.

- (b) Subject to system capacity or load constraints, internet connectivity and other unforeseen circumstances, your spend on MPB Products each day will generally be tallied by us and allocated to your AP User Account by 8:00am the following day.
- (c) If your Savings Band changes as a result of your spend on MPB Products in accordance with this clause, you will be notified by e-mail and advised of your new Savings Band.
- (d) Increase in Savings Band: if your spend on MPB Products increases over either a four week or twelve month rolling basis to qualify you for a new Savings Band (whichever is higher), you will be elevated to the new applicable Savings Band the following day.
- (e) Decrease in Savings Band: if your spend on MBP Products decreases over a four week rolling basis to place you in a lower Savings Band, or if your spend on MPB Products has decreased over the preceding twelve month period to place you in a lower Savings Band, then you will be downgraded to the lower Savings Band at the time of assessment, providing however that the higher applicable Savings Band will be assigned to you. However, where you have recently been elevated to a higher Savings Band, you will not be downgraded to a lower Savings Band until four weeks after the time on which your spend on MPB Products has decreased to the lower Savings Band level.
- (f) In certain circumstances, we may not reduce your Savings Band for a period of time as we see fit and at our sole discretion, notwithstanding the operation of clause 7.8(e).



- 7.9.
- (a) Eligibility for the Send and Save Program, your Savings Band and MPB Savings is not transferrable and is not for use in conjunction with any other offer. You may only take advantage of Send and Save to obtain MPB Savings for your own business. MPB Savings are only available for Parcels that are created and lodged in the Australia Post network by you, and you are not entitled to claim MPB Savings on any Parcel which has been provided to you by any third party. Nonetheless, multiple users purchasing MPB Products on behalf of a single Business using a single MyPost Business account is permitted.
  - (b) We reserve the right to amend or cancel the Send and Save program or MPB Savings and/or the Spend Requirements applicable to each Savings Band and/or the number of Savings Bands at any time. If we do this, we will notify you in accordance with clause 14.1.
  - (c) We reserve the right to claim back from you, including by addition of any sums due to your AP User Account, any MPB Savings which you may have claimed to which you are not entitled, including without limitation, where you have combined your spend on your AP User Account with the spend of other businesses not directly owned or managed by you, or where you have permitted other users to use your AP User Account for spend not related to or associated with the business for which you hold your AP User Account.
  - (d) We may at our discretion refuse to provide any MPB Savings prices to you if you fail to comply with these Terms of Use, the AP User Account Terms of Use or the Australia Post General Terms and Conditions.
- 8.1. You warrant that at the time of lodging parcels prepared using the Online Sending Service:
- (a) you have read, understood and complied with the Online Sending Requirements;
  - (b) you have the authority of, or is the agent of, the person or persons owning or having any interest in the parcels or any part thereof;
  - (c) you have not misrepresented or overstated to a third party, including to any persons who have an interest in the parcels, the nature or quality of the Services that will be provided by Australia Post;
  - (d) you have complied with all relevant laws, relating to the consigning, labelling, packaging, carriage, storage and delivery of the parcels;
  - (e) all information provided to Australia Post, whether orally or in writing in preparing the parcels is accurate and complete; and
  - (f) all parcels were prepared in secure premises by reliable persons against interference during preparation.
- 8.2. You agree that the lodgement of parcels prepared using the Online Sending Service must be made at the closest AP lodgement point to your declared sender address as advised on the relevant link on the MyPost Business Platform.
- 8.3. We may refuse to accept, information, requests or instructions submitted through the Service where:
- (a) we reasonably consider that such information, requests or instructions are illegible, incorrect, or ambiguous;
  - (b) payment is requested against any account with us (if this payment method is made available), and that account is inactive or overdrawn;
  - (c) you are otherwise in material breach of any of the terms and conditions applicable to an account or credit
8. **Customer warranties and obligations**

arrangement with us; or

- (d) we have reasonable grounds for believing that your use of the Service, or request for supply of a postal delivery service is, or could be, unlawful either in Australia or in another country through which your parcel may transit, or to which that parcel may be consigned.

8.4. Without limiting any service specific terms and conditions that may apply in respect of any delivery feature or option, if you select an available delivery feature or option, these additional obligations will apply:

- (a) if you are asked to provide your recipients' email address to us, by doing so, you warrant to us that you have obtained any necessary consent from your recipients and are otherwise acting in accordance with all applicable privacy legislation including, without limitation, the Spam Act 2003 (Cth); and
- (b) you warrant to us that the instructions provided to us accurately reflect the options selected by your recipients.

## 9. Exclusion of Warranties

- (a) While we use reasonable efforts to make the Online Sending Service available to you on a continuous basis and without interruption, to the maximum extent permitted by law, Australia Post disclaims, and does not make, any representation or warranty of any kind in respect of the Service, including without limitation any representation or warranty:
- (b) we make no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Service, or any internet service provider services, unless specifically stated otherwise;
- (c) we will not be liable if the Service, or any information obtained via the

Service, is inaccurate, outdated or incorrect; and

- (d) we are not liable if the Service is unavailable for any reason beyond our reasonable control, including as a result of:
- i) a telecommunications interruption, delay, bottleneck, failure or fault;
  - ii) negligent, malicious or wilful acts or omissions by third parties (including our third party service providers);
  - iii) maintenance or repairs of the systems used in connection with the provision of the Service carried out by us or any third party service provider; or
  - iv) services provided by third parties becoming unavailable.

9.2. Nothing in these Terms of Use, including clause 9.1, excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law, including any consumer guarantees under the Australian Consumer Law (ACL) that cannot be lawfully excluded or limited (a Non-Excludable Condition).

9.3. Where permitted by law, and providing it is reasonable for us to do so, we limit our liability for breach of a Non-Excludable Condition to either re-supplying the Service, or paying the cost of re-supplying an equivalent service, or refunding the amount you have paid to us for the Service in respect of which the breach occurred.

## 10. Limitation of Liability and Customer Indemnity

10.1. Subject to clauses 9.2, 10.2 and any other relevant clause in applicable terms and conditions that specify otherwise, Australia Post will not be responsible for or liable to you or any other person, whether in contract, tort (including negligence), bailment or otherwise, for any loss or damage suffered, or that may be suffered, as a result of any act or omission by or on behalf of Australia Post in relation to the use or performance of the Online Sending Service, including:

- (a) losses arising from the unavailability of, or your inability to use the Service,
- (b) losses that are not directly caused by any breach on our part;
- (c) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure;
- (d) any indirect or consequential losses;
- (e) any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

10.2. Clauses 9.1 and 10.1 will not apply to any loss suffered by the Customer:

- (a) as a result of any Claim arising out of an injury to or the death of any person, to the extent that such loss was caused by our negligent act or omission; or
- (b) to the extent that the loss was a direct result of our fraud, gross negligence or wilful misconduct.

10.3.

- (a) Subject to clause 10.3(b) and any clause in applicable terms and conditions that specifies otherwise, to the maximum extent permitted by Law, the you indemnify us, and will keep us indemnified against any Claim (including a third party Claim) for any Indemnifiable Loss arising out of or in connection with any breach by you of your obligations under, or a representation or warranty made by you in, these Online Terms of Use.
- (b) Your liability to us under clause 10.3(a) is reduced proportionally to the extent that Loss was caused or contributed by us.

10.4. Neither party will be in default under these Terms & Conditions, or liable for failure to observe or perform in accordance with these Terms & Conditions, where such default or failure is caused by an Event Beyond Control.

## 11. Termination

11.1. We may at any time, without cause, in our sole and absolute discretion, suspend or terminate either your use of the Service, or the Service in its entirety. We will provide you with prior written notice under clause 14.1. Unless we have an entitlement to suspend or cancel transactions that have been initiated through the Service by you (such as under these Terms of Use and the Australia Post General Terms and Conditions,) all such transactions commenced before any account suspension or termination will be completed by us.

11.2. To the extent permitted by the law, and subject to clause 9.2 and clause 10.2, we will not be liable to you for any loss, damage, cost or expense you may incur as a result of the suspension or termination of your use of the Service, or the Service generally, unless the suspension or termination occurs as a direct result of our gross negligence, fraud or wilful misconduct.

11.3. You may, at any time, without cause, terminate this agreement, by giving us notice of your election to terminate. By terminating, you will cease to have access to the Service, save that, provided that no amounts are owing by you to Australia Post in respect of your use of the Service, or any postal, delivery or other services that may be ordered through the use of the Service, any incomplete service or delivery instructions which exist at the time of any such termination will be completed and effected in full irrespective of any such termination.

## 12. Use of Data and Privacy

12.1. You grant to us an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, adapt and communicate the Data (and all data and information comprised in the Data), and to sub-license third parties to do those things, to enable us to:

- (a) provide the Online Sending Service; and
- (b) perform statistical and other analyses that are reasonably relevant to our business purposes.



You warrant to us that you have all rights necessary to grant us this licence in relation to information that you provide to us.

12.2. You acknowledge that:

- (a) we collect personal information (including your personal information) in order to complete your registration for the Service, to provide the Service, and to provide postal, delivery and other services and/or provide information as to how we can support you, and that, without this information, we will not be able to provide those services; and
- (b) we may share your personal information with certain third parties contracted to assist in the provision or administration of our services (which may include contracted service providers located outside Australia including Japan and the United States).

12.3. Your personal information will be handled by us in accordance with Australia Post's Privacy Policy and will not be disclosed except as required or authorised by law, or in accordance with our Privacy Policy. Our Privacy Policy outlines how to access and/or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne VIC 3001 for any privacy related queries.

### 13. Intellectual property rights

13.1. All Intellectual Property Rights of any kind, whether registered or unregistered, in the Service, the MyPost Business Platform and any works, images, designs, software or other material appearing on, or forming part of, the Service, is the sole property of, and/or vests in Australia Post and its third party licensors. You must not reproduce or authorise the reproduction of any component of the Service without our prior written approval.

### 14. General

14.1. **Notices:** We will generally communicate with you electronically, including by notifications published on your AP User Account, e-mail,

SMS, by push notifications to the AP App, or by a combination of these methods. Where your rights are materially affected, we will generally provide you with 30 days' notice of changes, although we reserve the right to provide you with a lesser period of notice as may be reasonable in the circumstances.

14.2. **Variation:** We reserve the right to revise and amend these Terms of Use (or vary any Service provided under them) as follows:

- (a) if we, acting reasonably, consider that the change is likely to benefit you, or have a neutral or minor detrimental impact on you, we may make any changes immediately without notifying you. We will publish the amended Terms of Use on the MyPost Business Platform; or
- (b) if we, acting reasonably, consider that the change is likely to have a significant detrimental impact on you, we will make the change after we have notified you in accordance with clause 14.1.

Your continued use of the Services after we have notified you of an amendment will mean that you agree to that amendment. If you don't agree with an amendment, you may terminate this agreement in accordance with clause 11.3.

14.3. **Governing Law:** These Terms of Use are governed by, and interpreted in accordance with, the laws of the State of Victoria, Australia, and both of us submit to the jurisdiction of the courts of that State.

14.4. **Assignment:** You may not assign or transfer your rights under these Terms of Use, or attempt or purport to do so, without our prior written consent (which will not be unreasonably withheld).

14.5. **Severability:** If any provision, or part of a provision, of these Terms of Use is found to be illegal or unenforceable, it will be severed from the Terms of Use, and the remainder of the Terms of Use will be construed as if that provision or part did not form part of the Terms of Use, unless the provision or part to be severed constitutes a material and

fundamental element of the agreement between the parties.

## 15. Definitions

**AP App** means the Australia Post application available for download and use on mobile phones and other devices (both iOS and Android), as modified or updated from time to time, and including any successor application that may be implemented to replace the AP App.

**AP User Account** and **Account** means an account registered by a Customer on the MPB Platform (certain steps for which may be undertaken on the AP App) for the purpose of using the Online Sending Services.

**Australia Post, we, us or our** means the Australian Postal Corporation.

**Australia Post General Terms and Conditions** means the Australia Post General Terms and Conditions made under section 32(1)(b) of the Postal Corporation Act 1989 (as amended from time to time) which can be found [here](#).

**Charges** means the fees and charges levied by Australia Post for use of the Online Sending Service, the preparation of all Postage Labels using the Service, all postal and delivery services, the Parcel Pickup Service and any other services ordered through the Online Sending Service as specified and updated in either in the MPB Rates and Savings Guide or otherwise on the MyPost Business Platform.

**Customer** means any business, company or other organisation (including charities), and any individual user who registers for an AP User Account for the purpose of accessing and using the Online Sending Service.

**Data** means information and data that you provide to us for the purpose of registering for the Online Sending Service and/or to using the Online Sending Services from us, and any other data that we may collect (whether as user generated information or user behaviour information).

**Event Beyond Control** means any event or circumstance which could not, with reasonable diligence, be controlled or prevented by a party,

including (without limitation) war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of governments, flood, storm, tempest, power shortages or power failure, system outages or interruptions, or inability to obtain sufficient labour, raw materials, fuel or utilities.

**Extra Cover** means the Australia Post feature under which Australia Post, for a prescribed fee, agrees to compensate you if a parcel covered by Extra Cover is lost or damaged in transit subject to the terms and conditions Section 3 and the Extra Cover Schedule of the Australia Post General Terms and Conditions.

**GST** has the same meaning as defined in section 195 of the A New Tax System (Goods and Services Tax) Act 1999.

**Indemnifiable Loss** means Loss incurred by Australia Post in connection with any of the following:

- a) an injury to or death of any person;
- b) property damage;
- c) a third-party claim against Australia Post; and
- d) a claim that Australia Post or the Customer has contravened any laws.

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, trade secrets, confidential information, patents, inventions, domain names, trade names and discoveries (together with any application or right to apply for registration of any of the rights referred to in this paragraph).

**Item** and **parcel** are used in these Terms of Use as those terms are used in the Australia Post General Terms and Conditions.

**Membership QR Code** means the matrix barcode known as a QR Code issued to you under clause 7.1.

**MPB Products** means the products and services

available for you to purchase using your AP User Account using the Online Sending Service as specified in either in the MPB Rates and Savings Guide or otherwise on the MyPost Business Platform, as may be revised and updated from time to time under clause 2.3.

**MPB Rates and Savings Guide** means the MyPost Business Rates and Savings Guide found here: MPB Rates and Savings Guide found [here](#).

**MPB Savings** means the savings applied, or the fixed pricing (as the case may be) applicable to your purchases of eligible MyPost Business Products according to your Savings Band entitlement under the provisions of these Terms and Conditions.

**MyPost Business Platform** means the web-based, online portal operated by Australia Post primarily for the purchase of Postage Labels for the sending of parcels, and under which customers can purchase MPB Products, which can be accessed [here](#).

**Online Sending Requirements** means all requirements and instructions published or displayed on the MyPost Business Platform, and includes the the Parcel and Freight Preparation Guide found [here](#).

**Online Sending Service or Service** means the service provided on the MyPost Business Platform or otherwise (including, where applicable the AP App), which enables a person to input address and delivery details, generate Postage Labels for sending parcels, effect payment for postage of parcels and monitor the delivery of parcels.

**Parcel Pickup Service** means the service available in major metropolitan areas of Australia as identified on the MyPost Business Platform in conjunction with the Services, under which your parcel or parcels may be picked up by Australia Post and lodged into the Australia Post network for delivery.

**Parcel Returns Service** means the service offered by Australia Post in conjunction with the Online Sending Service under which you may purchase and generate a Postage Label to offer to your customers to enable a parcel which you have sent using the Service to be lodged in the domestic Australia Post network to be returned to you, for which full instructions, requirements and charges are specified

on the MyPost Business Platform.

**Participating Post Offices** means those Post offices from time to time from which you can purchase MPB Products, that can verify your MyPost Business Account and apply MPB Savings.

**Postage Label** means a postage label designating the value, and payment, of postage for a parcel consigned for delivery generated through the use of the Online Sending Service or otherwise, whether printed by you or otherwise. Postage Labels include labels prepared by you and affixed to flat rate satchels or other prepaid MPB Products.

**Privacy Policy** means the Australia Post Privacy Policy (as amended from time to time) found [here](#).

**Prohibited and Restricted Items** means parcels which are either absolutely prohibited from carriage by post, or parcels which can only be carried by post subject to certain specific conditions (such as licensing, special packaging and declaration of contents), as described in the Australia Post General Terms and Conditions, more detailed information of which is set out in the Prohibited & Restricted Items List found [here](#).

**Send and Save** means the MyPost Business purchasing loyalty program governed by these Terms and Conditions.

**Savings Bands** mean the Savings Bands set out in the applicable table in MPB Rates and Savings Guide, as may be revised and updated from time to time under clause 5.2.

**Spend** is the commonly accepted abbreviation of the word “expenditure”.

**Spend Requirements** means the spend requirements applicable to Send and Save set out in the MPB Rates and Savings Guide, as may be revised and updated from time to time under clause 7.5.

**Signature on Delivery** means the signature on delivery feature set out in clause 4.17 of the Australia Post General Terms and Conditions.

**Tracking Service** means the tracking feature set out in clause 4.15 of the Australia Post General Terms and Conditions.

