

Australia Post User Account - Terms of Use

Last updated October 2023

These Terms of Use apply to and govern each Australia Post User Account.

Australia Post offers a suite of products, services and features from time to time (AP Services), on its digital platforms, the Website, web-portals and on the AP App (AP Platforms), which you can access and use from your AP User Account.

Please read these Terms of Use carefully before opening an AP User Account. Terms and conditions specific to the AP Services accessible and used your AP User Account will also apply (Service Terms).

Where there's any inconsistency between these Terms of Use and the Service Terms, the Service Terms will take precedence.

All capitalised terms that we refer to have been defined at the end of these Terms.

1. Your AP User Account

- 1.1. The provisions of this clause 1 apply to all AP User Accounts, including the AP User Accounts of Individual Users accessing a Business Account under clause 2.2.
- 1.2. You need to provide the Data we may reasonably require as part of the account creation process and validate any details we require from time to time.
- 1.3. You are responsible for maintaining the confidentiality of your Access Codes. You should take all necessary steps to ensure that your password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if your password is being, or is likely to be used in an unauthorised manner. Except to the extent caused by our breach of these Terms, we are not responsible for unauthorised access to or use of your password or Account.
- 1.4. You warrant and must ensure that the Data you provide to us on registration and for the duration of the time your AP User Account remains open are accurate, complete and up to date. You must inform us of any changes to the

Data you have provided. You can access and update certain information you have provided to us, and your account settings, under the relevant tab in your Account.

- 1.5. Where you are using a Business Account, you are responsible for and warrant that you are duly authorised by your Business to undertake the transactions in relation to the AP services and to provide Data belonging to the Business as reasonably needed to use the relevant AP Service.
- 1.6. You agree that:
 - (a) we are authorised to act upon all instructions and requests given through your AP User Account;
 - (b) we are authorised to treat any instruction effected using your Access Codes as a transaction that is undertaken with your authority without us being required to verify your authority in any case;
 - (c) we are not required to check the accuracy of any instructions, requests to effect transactions, notifications or requests; and
 - (d) in consideration of us acting in accordance with paragraphs (a), (b) and (c) above, you release us from all actions, suits, proceedings, claims, costs and demands that may be made, brought or incurred by or against us arising from any unauthorised or incorrect instructions.

2. Business AP User Accounts

- 2.1. Where use of an AP Service permits or requires you to open and maintain an AP User Account as a Business, you are required to provide such additional details to us as we may reasonably require, including your Business' full name, ABN or and payment details in connection with that AP User Account (a "Business Account"). We may accept your application for a Business Account on a provisional basis while we verify

and confirm the accuracy of the details you have provided.

- 2.2. We may permit a Business Account to be accessed and used by multiple individuals (“Individual Users”) on its behalf. Where this is needed, the requirements and access restrictions of Individual Users as we may reasonably require will be advised on the AP Platform where the relevant AP Services are accessed and used, or otherwise notified to you under clause 8.1
- 2.3. Where requested, we may permit a Business Account to be accessed and used by multiple Businesses which are subsidiaries or divisions of, or related to (as that term is defined in the Corporations Act 2001 (Cth)) the Business which holds the Business Account. You will provide such additional details and comply with any requirements we may reasonably require in relation to such access and use.
- 2.4. In connection with Business Accounts, we may permit (and in certain instances, require) the appointment of various role types having access to a Business Account. This includes the appointment of Admin Users under clause 2.5. Where we do so, the requirements and access restrictions of such role types as we may reasonably require will be advised on the AP Platform where the relevant AP Services are accessed and used, or otherwise notified to you under clause 8.1.
- 2.5. We may permit (and in certain instances, require) the appointment of an Admin User on behalf of Customers who are Businesses. Admin Users have the authority and discretion to:
 - (a) appoint Individual Users who may access and use an Account held by that Business to provide amongst other things instructions in relation to using AP Services on behalf of the Business holding that Business Account, and
 - (b) update the details Individual Users, including grant and remove access to particular AP Services being used by that Business, and
 - (c) undertake other administrative
- functions as we may reasonably require and as notified to you under clause 8.1.
- 2.6. You represent and warrant to AP that:
 - (a) the Admin User has been legally appointed in the capacity stated in clause 2.5; and
 - (b) the Admin User giving the instructions under clause 2.5 has the power and authority to give their instruction on your behalf, and to bind you in accordance with their instruction.
- 2.7. The Admin User is responsible for:
 - (a) ensuring that the email address, given name and surname and any other details we may reasonably require in respect of Individual Users are accurate, complete and up-to-date,
 - (b) ensuring that Individual Users he or she appoints under clause 2.5 are properly instructed in the access and use of the relevant AP Services and advised of their responsibilities under these Terms of Use and the applicable Service Terms,
 - (c) advising Individual Users of any updates or changes to the access and use of the relevant AP Services as we may communicate to you, and
 - (d) removing access to the Business Account from Individual Users who no longer need such access, whether due to a change in role, being no longer employed by the Business or other relevant reason.
- 2.8. AP may require an Admin User to remove or suspend access to the relevant Business Account to any Individual User who is found or suspected on reasonable grounds to be in breach of the obligations in clause 1 or clause 4.1.
- 2.9. If you wish to change the Admin User, you must provide us with notification in accordance with our reasonable requirements.
- 3. Rights of Access and Use**
- 3.1. We grant you a limited, non-exclusive, non-

transferable, revocable right to access and use your AP User Account and the AP Services for their intended purpose, including any associated Intellectual Property reasonably necessary to access and use the AP Services. The right granted to you does not include any:

- (a) right to sub-license to any third party,
- (b) any permission to use for the benefit of any third party, or
- (c) to resell or make any commercial or derivative use

of the AP Services or any associated Intellectual Property or any part thereof.

3.2. Registering for an AP User Account is free of charge, but there may be fees and charges for the AP Services we provide. Where applicable, the fees and charges for an AP Service will be specified on the AP Platform where each AP Service may be accessed and used.

3.3. We reserve the right to change, or temporarily or permanently withdraw any AP Service via your AP Account. We'll give you notice if this happens in accordance with clause 8.1. To the extent possible under the law, and subject to clause 6 and 7, we will not be liable to you for any loss, damage, cost or expense you may incur as a result of the exercise of our rights under this clause 3.3.

3.4. We may, from time to time, as part of the AP Services we provide, either through the Website or through other online resources, offer support or advice regarding the AP Services. You acknowledge that any such information or advice provided by us is general in nature, and we do not represent that any such information or advice is suitable for your circumstances or purposes. It is up to you to determine whether the information or advice is suitable for your circumstances or purposes, and whether you should act in reliance on, or in accordance with, that information or advice.

4. **Suspension and Termination of your AP User Account**

4.1. You may not misuse your AP User Account or the AP Services. Without limitation, this includes where we believe on reasonable

grounds:

- (a) that the information you provided in order to register and create your AP User Account and/or use an AP Service was not accurate, current or complete;
- (b) in the case of Business Accounts, that the business name, company name or Australian Business Number (ABN) you have provided is not genuine, or that you do not have authority to use that name or register for an AP User Account or Services in relation to that Business;
- (c) your use in any way causes, or is likely to cause any interruption, damage or impairment in any way to any AP User Account or any AP Service;
- (d) that your use may interfere with or harm any other user of an Account or AP Service;
- (e) you or someone acting on your behalf infringes our Intellectual Property rights;
- (f) you or someone acting on your behalf attempt to copy or reverse engineer the operation of an AP User Account or any AP Service, or introduces a virus or any harmful or malicious code to the Website or AP App, or attempts to corrupt or disrupt any AP User Account or an AP Service;
- (g) your use is breach any provision of these Terms of Use or any Service Terms;
- (h) you fail to pay any amounts due in respect of your use of any Service;
- (i) you have used, or there has been a reasonably plausible allegation that your AP User Account or an AP Service has been used for fraudulent, criminal or other unlawful conduct (whether by you or a third party), or has been accessed or used without your permission;
- (j) that the registration of your AP User

Account or use of any AP Service was made by a person who did not have the authority to submit that registration or make such use on your behalf;

- (k) you report that your AP User Account has been accessed or used without your authority;
- (l) we consider it necessary to do so in order to maintain, update or upgrade the Website, the AP App or any AP Service; or
- (m) we're required to comply with an order, direction or directive issued under statute or by a court, or to safeguard the operation of the Website, the AP App or the AP Services.

4.2. Where we believe on reasonable grounds that you are in breach of clause 4.1 (a), (b), (c), (d) (e), (f), (g), or (h) or that one of clauses 4.1 (i), (j), (k), (l) or (m) applies, we may:

- (a) suspend or terminate access to and use of any AP Service using your Account,
- (b) suspend or restrict access to your Account, or
- (c) terminate your Account;

The action we elect to take, and the timing and content of any notice you may receive will vary depending on the AP Service, the circumstances and our reasonable assessment of relevant factors.

4.3. At any time, you may, in accordance with the applicable Service Terms and using the tools and settings we make available to you for each AP Service, cease using any AP Service, terminate your account or terminate any AP Service.

4.4. We may terminate your AP User Account and/or stop providing an AP Service, if your AP User Account is inactive for at least 12 consecutive months. Inactive means that you have not logged in to your AP User Account, performed any activities in relation to your AP User Account or otherwise used an AP Service

through your AP User Account. We will always attempt to give you reasonable notice under clause 8.1 before doing so.

5. Data

5.1. You are responsible for your Data. You must ensure that you back up all Data once it is received from us, including exporting any data in the online format provided. Except where we may retain certain Data as may be permitted or required under AP's Privacy Policy or under the Privacy Act, you acknowledge that Data will only be stored on your Account for a limited period and won't be available thereafter.

5.2. You grant to us an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, adapt and communicate the Data, and to sub-license third parties to do those things, for the purpose of enabling us to:

- (a) operate the Website, the AP App and provide the AP Services when using your Account; 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 this licence.

6. Exclusion of Warranties

6.1. To the maximum extent permitted by law, Australia Post disclaims, and does not make, any representation or warranty of any kind in respect of your use of your AP Account, including without limitation any representation or warranty:

- (a) that they are free of viruses or other harmful components;
- (b) that your use of your AP User Account and any AP Services will be uninterrupted or error-free; or
- (c) as to the suitability or availability of your AP User Account and the AP Services.

6.2. Nothing in these Terms of Use, including clause 6.1, 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).

- 6.3. 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 relevant AP Service, or paying the cost of re-supplying an equivalent service, or refunding the amount you have paid to us for the relevant AP Service in respect of which the breach occurred.

7. Limitation of Liability

- 7.1. Subject to clauses 6.1, 6.2 and any clause in any Service Terms 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 your Account and the use or performance of any AP Service when using your Account, including:

- (a) losses arising from the unavailability of, or your inability to use any AP 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 any other form of indirect or consequential loss;
 - 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.

- 7.2. Clauses 6.2 and 7.1 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.

8. General

- 8.1. **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 in relation to your AP User Account or any AP Service 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. In certain circumstances under clauses 4.1 and 4.2 (such as fraud), we reserve the right to suspend or terminate your Account and access to any AP Service with immediate effect.
- 8.2. **Privacy:** You acknowledge that we collect and store Personal Information to complete your registration for an AP User Account and to provide AP Services to you, and to provide information and support to you, and that without this information, we may not be able to provide those AP Services or that support. We may share the personal information we collect with certain third parties engaged to assist in the provision or administration of those services. Your personal information which we collect will be handled by us in accordance with Australia Post's Privacy Policy [\[link\]](#).
- 8.3. **Force Majeure:** Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations under these Terms of Use caused by circumstances outside its reasonable control.
- 8.4. **Assignment:** You may not assign or transfer your AP User Account or your rights under these Terms of Use, or attempt or purport to do so other than as permitted under clause 2.2, without our prior written consent (which will not be unreasonably withheld).
- 8.5. **Operational changes:** We reserve the right to revise and amend the operation and functionality of your AP User Account and access to any AP Service at any time.'
- 8.6. **Variation:** We may change these Terms of Use:

- (a) if we consider that the change is likely to benefit you, or have a neutral or minor detrimental impact on you, we will make any changes immediately without notifying you, and we will publish the amended Terms of Use on the Website; or
- (b) if we consider that the change is likely to have a significant detrimental impact on you, we'll make the change after we have notified you. We may notify you by email, or through a notice on the Website and/or push notification on the Auspost App.

If you do not agree with an amendment, you may terminate your AP User Account in accordance with clause 4.5.

- 8.7. **Applicable Law:** These Terms of Use and the Service Terms are governed by and interpreted under the laws of Victoria, Australia, and both of us submit to the jurisdiction of the courts in Victoria.

9. Definitions

Access Codes means your username, password and any other code or security credential we provide to you and your users from time to time, that enables you to gain access to or to use an AP Account.

Admin User means a user duly nominated or appointed by a Business under clause 2.5 to act on behalf of that Business in the manner provided in clause 2.

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 Platform has the meaning set out in the preamble to these Terms of Use.

AP Service has the meaning set out in the preamble to these Terms of Use.

AP User Account and **Account** means an

account registered by you on an AP Platform under clause 1 or 2, and includes Business Accounts.

Australia Post, AP, we, us, and our means the Australian Postal Corporation ABN 28 864 970 579.

Business means any business, company or other organisation (including charities) who register an AP User Account for the purpose of accessing and using an AP Service.

Business Account means an AP User Account opened by a Business under clause 2.1.

Customer, you or your means any person including any Business who registers for an AP User Account and who accesses or uses an AP Service.

Data means information and data that you provide to us for the purpose of registering your AP User Account under clause 1 and in the course of accessing and using your Account or any AP Service and any other data, including user generated information or user behaviour information which we may collect in accordance with our Privacy Policy. Without limitation, Data includes given names, surnames, street addresses, mobile phone numbers, and in the case of Businesses, Australian Business Numbers (ABNs), pickup and lodgement addresses, delivery addresses, and where applicable, your AP business credit account number.

Individual User means an individual user of an AP User Account used by multiple users as referred to in clause 2.2 and as may be appointed under clause 2.5(a).

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, business names and discoveries.

Personal Information has the meaning set out in the Privacy Act.

Privacy Act means the Privacy Act 1988 (Cth).

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

Service Terms means the terms and conditions applicable to and governing the AP Services.

Website includes the Australia Post website found [here](#), webpages accessed from the Australia Post website, any associated web-portals, and any other webpages relating to and from where you can access and use your AP User Account.