

PSMA End User License Terms

1. For the purposes of these PSMA End User Special Terms, the following words and expressions shall have the following meanings:
 - 1.1. “**PSMA**” means PSMA Australia Ltd (ABN 23 089 912 710).
 - 1.2. “**PSMA Data**” means data sets created by PSMA, including but not limited to the Geocoded-National Address File (GNAF), Administrative Boundaries, and Postcode Boundaries data sets.
 - 1.3. “**PSMA Derived Material**” means any product, service, output or other material that is created or developed by the Client using PSMA Data, which may or may not contain some PSMA Data, and includes any product, service, output or other material that is created or developed using PSMA Derived Material. For example, any output that is created using PSMA Data is PSMA Derived Material, and so is any secondary output that is created from that first output.
 - 1.4. “**PSMA Open Data**” means any PSMA Data subject to an open licence which may be derived from or based on open data, and includes the data described in the Geoscape Data Copyright and Disclaimer as being open data.
2. The Client warrants its use of PSMA Open Data and any PSMA Derived Material created from it must comply with:
 - 2.1. applicable laws, including the *Privacy Act 1988* (Cth), the Australian Privacy Principles and all other laws, rules and regulations in Australia that relate to the privacy, protection, use or disclosure of Personal Information, and any subordinate or associated regulations; and
 - 2.2. any recommendations made or guidelines issued by the Office of the Australian Information Commissioner.
3. The Client will ensure that any reproduction or expression of PSMA Open Data, and any PSMA Derived Material created from it, bears or appropriately references the copyright and disclaimer information set out in the Geoscape Copyright Notice and Disclaimer (see geoscape.com.au/legal/data-copyright-and-disclaimer). The following is appropriate:
 - 3.1. For any reproduction or expression of PSMA Data, the Client may reference the following disclaimer:
 - 3.2. Australia Geocoded National Address © Geoscape Australia 2023 for Copyright and Disclaimer Notice (see geoscape.com.au/legal/data-copyright-and-disclaimer).
 - 3.3. For any other PSMA Derived Materials, the Client may reference the following disclaimer: ‘Incorporates or developed using Australia Geocoded National Address © Geoscape Australia 2023 for Copyright and Disclaimer Notice (see geoscape.com.au/legal/data-copyright-and-disclaimer)’.
4. The Client must not make PSMA Open Data or any PSMA Derived Material created from it, available under an open licence to any other person or permit any other person to make it available under an open licence.
5. The Client indemnifies and will keep indemnified Experian and its related entities, agents and officers in respect of any claim, action, damage, loss, liability, cost, expense or payment (including legal costs) caused by, contributed to, or in connection with a breach of any term in this Agreement regarding the Client’s use of PSMA Data. The limits and exclusions of liability in Clause 7 of the Terms and Conditions shall not apply to this indemnity.