

# API Terms and Conditions

AusPayNet has developed Application Programming Interfaces (APIs) to enable authorised third parties (API Users) to access Data in certain AusPayNet databases. To access these APIs, a prospective API User must submit a registration form on the AusPayNet website and agree to abide by the terms and conditions set out below (the Terms). On acceptance of a registration request, an authorised API User will be issued with an API Key.

## This Licence is Binding

This document is a legal agreement between you (whether as an individual or an entity) (API User) and Australian Payments Network Limited (ABN 12 055 136 519).

The following Terms apply to you and by using the APIs, you accept and agree to be bound by the Terms (as amended from time to time).

## Definitions

**API or APIs** means any Application Programming Interface which allows an API User to search for and retrieve available information contained within a range of searchable fields.

**API User or API Users** means any individual or entity that has been authorised and issued with an API Key.

**API Key** means a unique identifier issued by AusPayNet to enable an API User to access the API.

**Applicant** means a prospective API User that has submitted a registration form on the AusPayNet Website.

**AusPayNet Confidential Information** means information the API User access under these Terms that is by its nature confidential or which the API User know or ought to know is confidential or which AusPayNet designates as confidential but does not include any information that is or becomes independently known to the API User otherwise than through a breach of these Terms.

**AusPayNet Website** means the internet address or sub-domain of [www.auspaynet.com.au](http://www.auspaynet.com.au) or any other internet address used by AusPayNet that provides access to the API and includes all related web applications, databases and materials made available or accessible via the website.

**Data** means any information made available via the API.

**Harmful Code** means any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of the API.

**Loss** means any loss, damage, cost or expense (to any person or property) including consequential or indirect loss of any profits, data or revenue.

**Terms** means these terms and conditions that are a binding legal agreement between you (whether as an individual or an entity) (API User) and Australian Payments Network Limited (ABN 12 055 136 519).

## 1. Grant of API Licence

AusPayNet grants to the API User a worldwide, revocable, non-exclusive, non-transferable and non-assignable licence to use the APIs and to access AusPayNet's Data received, or functions performed, via the APIs in accordance with these Terms.

## 2. Registration and issue of API Key

In order to access an API, an Applicant must submit a registration form via the AusPayNet website.

The Applicant represents and warrants that it has full legal authority to register to install, copy and use the APIs on behalf of the API User and bind the API User to these Terms.

AusPayNet may accept or refuse the registration at its sole discretion without providing reasons.

Once the registration has been approved, the Applicant will become an API User and be issued with an API Key.

The API Key is provided free of charge and all activities that occur using the API Key are the API User's responsibility.

The API Key is non-transferable and non-assignable, and must only be used by the API User. The API User must treat the API Key as AusPayNet Confidential Information and take all reasonable measures to protect the API from unauthorised use or disclosure. If the API User permits or facilitates any other person or party to access or use the API, then that use will constitute a material breach of these Terms.

## 3. General Obligations of the API User

By registering, or otherwise accessing, or using, the API, the API User agrees that it will:

- only use the APIs in accordance with these Terms and any additional requirements posted on the AusPayNet website or as instructed by AusPayNet from time to time;
- not sublicense, distribute or on-supply (whether for commercial gain or otherwise) access to the API or Data obtained from the API to any person or entity without the express written consent of AusPayNet;
- not violate or seek to violate the security of the AusPayNet Website or the API;
- not use the API in any way that adversely affects (or may affect) the performance or function of the API;
- not use the APIs to conduct any illegal activity, transmit any file with Harmful Code or otherwise contravene any applicable law, regulation or third party rights;
- not reverse engineer, decompile or disassemble the API in any way;
- keep the unique API Key safe and secure (and not share with any person, entity or third party outside of the API User), and immediately notify AusPayNet of any breach of this obligation;
- ensure that the information provided in the registration form remains up-to-date at all times and promptly notify AusPayNet of any changes;
- comply, and will ensure its officers, employees and agents comply, with these Terms and all relevant Australian laws and regulations, including those concerning the use of Data which is accessed, downloaded and used through the API and the AusPayNet Website; and
- immediately notify AusPayNet of any threatened or actual breach of these Terms upon becoming aware of such a breach by contacting AusPayNet via Email at: [support@auspaynet.com.au](mailto:support@auspaynet.com.au).

The API User acknowledges that AusPayNet may from time-to-time monitor and collect information about the API User's access and use of the API to ensure the API User's compliance with these Terms. AusPayNet may suspend or terminate the API User's access to the APIs without notice if it believes that it is in violation of the Terms.

## 4. Using the APIs

### a) Permitted Uses

The API User's rights to the Data are strictly limited to making direct calls to the API for the Data.

### b) Call Limit

An API User may be subject to a limit on the number of free calls to the API per day or per month. AusPayNet sets and enforces such limits in its sole discretion and will notify the API User of any limits applicable.

If an API User wishes to increase its permissible call limit, it must contact AusPayNet. Any increase in the API User's call limit is at AusPayNet's sole discretion and may be subject to payment of a fee to be agreed between AusPayNet and that API User.

### c) No Technical Support Provided

AusPayNet is under no obligation to provide any technical support to an API User for the API. AusPayNet may but is not required to provide notice to API Users of any planned outage of the API.

The API may be subject to version updates from time to time. AusPayNet will use reasonable endeavours to notify API Users of version updates. The API User acknowledges that it is responsible for ensuring that it is using the latest API version as it is made available by AusPayNet. AusPayNet will not be responsible for or liable to the API User for any Loss that may arise out of, or in connection with, the use of superseded versions of the API.

## 5. Intellectual Property and Privacy Policy

The API User acknowledges that the APIs, Data and other information contained therein and any associated documentation provided by AusPayNet are and will remain the intellectual property of AusPayNet. To the extent the API permits correction or updating of the Data by relevant members, such correction does not change the ownership of that Data.

To the extent the API permits submission of content and the API User has submitted content into the APIs, AusPayNet reserves the right to remove or update the content if it considers it to be illegal, inaccurate, misleading or otherwise violates our policies or the Terms.

AusPayNet does not acquire ownership of any intellectual property rights in the content that the API User submit. However, the API User gives AusPayNet a perpetual, irrevocable, worldwide, sublicensable, royalty-free and non-exclusive license to use that content for the purposes of enabling AusPayNet to provide secure, and improve the, APIs (including underlying models, datasets and source codes) and related services.

By using the APIs, AusPayNet may collect information about the API User's use of the API and use that information and any submitted information (whether in the registration form or otherwise in the API) for the purposes of carrying out AusPayNet business or any other use as set out in our privacy policy at [www.auspaynet.com.au](http://www.auspaynet.com.au).

## 6. Confidentiality

The API User must take all reasonable measures to protect AusPayNet's Confidential Information, use it only for the purposes contemplated by these Terms, and not disclose it to any third party without prior written consent, unless compelled to do so by law.

## 7. Termination

The API User may stop using the APIs at any time with or without notice. The API User may also terminate the Terms at any time by providing AusPayNet with prior written notice. Upon termination, the API User must cease use of the APIs and delete the API Keys associated with the APIs.

AusPayNet may, at its sole discretion, terminate the Terms or discontinue or suspend the APIs, an API Key or any portion or feature of an API User's access for any reason, at any time, without notice and without liability or other obligation to the API User.

Terms that by their nature are intended to survive termination (and suspension) will continue to apply, including but not limited to sections 6, 7, 8, 9 and 10.

## 8. Disclaimer of Warranties

AusPayNet makes available the Data, API functions and APIs in good faith.

Except as expressly provided in these Terms, and to the extent permitted by law, AusPayNet excludes all warranties (including any implied warranties), guarantees, representations and undertakings.

The API User acknowledges that it uses the APIs and Data at its own discretion and risk, and the API User will be solely responsible for any damage or Loss that results from such use.

### a) API as an information Source

The API and Data therein are provided on a 'as is' and 'as available' basis without warranties of any kind, either express or implied. While AusPayNet makes its best efforts to ensure the Data is accurate and up to date (including deleting Data where appropriate), AusPayNet makes no representation or gives no warranty that the Data is reliable, accurate or complete.

### b) Security of Information

AusPayNet makes no representation or gives no warranty that access to the API is free from interruptions, time delays or Harmful Code.

While AusPayNet strives to protect Data and information contained in the API, it does not warrant or provide any assurance that the security of any Data/information accessed via the API is free of Harmful Code.

### c) API functionality

The API may be subject to version updates from time to time. AusPayNet does not warrant or represent that the functions contained in the API will meet the API User's requirements, be fit for the API User's purpose, that version updates will be backwards compatible with earlier versions or that any particular performance characteristics or general availability of the API will be retained.

## 9. Limitation of Liability

To the maximum extent permitted by law, under no circumstances, including but not limited to negligence, will AusPayNet be liable for any Loss or damages (including, without limitation, direct, indirect, special, consequential damages or any other pecuniary loss) that result from the

use or inability to use the API, including any reliance placed on Data or other information contained in or accessed through the API or AusPayNet Website, even if AusPayNet has been advised of the possibility of such damages.

## 10. Indemnity

The API User agrees to indemnify AusPayNet including its officers, employees and agents against all Loss(es) sustained or incurred by AusPayNet as a result of actions, claims and demands (including the cost of defending or settling any action, claim or demand) made or alleged against AusPayNet arising out of or in connection with:

- the API User's use of the APIs and/or Data; and/or
- failure by the API User or its officers, employees or agents to comply with these Terms.

## 11. General

### a) Amendments

AusPayNet reserves the right to update or amend these Terms from time to time. Any changes made to these Terms will become effective 5 business days after it is uploaded and notified on the AusPayNet Website. If an API User continues to access and use the API after a change to the Terms has been made effective, the continued access to and use of the API by the API User will be taken to mean that the API User has agreed to continue to be bound by the Terms as amended.

### b) Governing Law

These Terms are governed by the laws in force in New South Wales and each API User agrees to submit to the exclusive jurisdiction of the courts of that jurisdiction.

### c) Waiver

A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or exercise of any other right.

### d) Severability

If any part of these Terms is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of other clauses of this Agreement.

### e) Non assignment

The API User must not assign any right or obligation under these Terms without AusPayNet's prior written consent.