



# DATAAU TERMS & CONDITIONS OF USE

FEBRUARY, 2021

## **PART 1 – INTERPRETATION AND GENERAL**

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### **1. DEFINITIONS**

- 1.1 Words and terms that are used in these Terms are defined or explained in the dictionary contained in Part 6 of these Terms.
- 1.2 In these Terms:-
- (a) "us" or "we" or "our" means the Company and includes its successors and assigns or any person acting on behalf of and with its authority.
  - (b) "you" or "your" means the customer organisation who completes an online subscription to DataAU through our Website; and
  - (c) "your representative" means the person who completes the online subscription to DataAU through our Website on your behalf.

### **2. INTERPRETATION**

- 2.1 In these Terms:-
- (a) words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
  - (b) party means a party to the Agreement and parties means more than one party;
  - (c) grammatical forms of defined words or phrases have corresponding meanings;
  - (d) references to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
  - (e) reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
  - (f) Related Entity and Associated Entity as the same meaning as the *Corporations Act 2001 (Cth)*;
  - (g) if the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
  - (h) references to a party are intended to bind their executors, administrators and permitted transferees;
  - (i) month means a calendar month and year means a calendar year;
  - (j) including and includes are not words of limitation; and
  - (k) obligations under this Agreement affecting more than one party bind them jointly and each of them severally.

### **3. ABOUT US AND DATAAU**

- 3.1 We are outcome-driven and dedicated to the delivery of practical solutions. We use our core technical disciplines across a broad range of market specialities to ensure our clients receive the best evidence-based technical and strategic insight and advice.
- 3.2 DataAU is owned by the Company.
- 3.3 The data contained and presented in DataAU is has been compiled from a range of sources, including:-
- (a) Australian Bureau of Statistics;

- (b) Department of Education and Training;
- (c) Department of Education, Skills and Employment;
- (d) Department of Social Services;
- (e) Department of Treasury;
- (f) Public Health Information Development Unit;
- (g) Tourism Research Australia;
- (h) Proprietary data of AEC Group Pty Ltd.

3.4 Data from the Australian Bureau of Statistics has typically been transformed and rebased through a product called the Data Processing System (“DPS”), which was developed, and is owned, by the Company. DataAU draws the transformed data from the DPS and renders it within DataAU.

## **PART 2 – FORMATION OF AGREEMENT**

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### **4. YOUR SUBSCRIPTION WITH US**

4.1 After you complete the online subscription to DataAU through our Website, we will review your application and provide you with notice in writing as to whether we accept or deny your request for a subscription to DataAU, which may be decided by us in our absolute discretion.

4.2 If we deny your request for a subscription to DataAU then we will refund any Fees you have paid to us and:-

- (a) all contractual and other arrangements between us in relation to DataAU (if any) are at an end; and
- (b) you will have no right or Claim against us whatsoever and howsoever arising.

4.3 If you complete the online subscription with us for DataAU and we accept your subscription, then an agreement shall be deemed to have been formed between us and you and you acknowledge, agree and warrant that:-

- (a) these Terms contain all of the terms and conditions governing the Agreement and your subscription with us for the provision of Services by us to you;
- (b) you have read and understood these Terms;
- (c) you agree to be bound by these Terms in their entirety;
- (d) you may access DataAU and the Website strictly in accordance with these Terms only;
- (e) you will conform with such reasonable instructions or directives as may be given by us in connection with the provision of Services to you by us;
- (f) your use of the Information and Documents is by way of a limited licence only under clause 5.1 of these Terms;
- (g) use the Information and Documents may only be for their intended purpose and in good faith; and
- (h) use the Information and Documents must be in accordance with the terms and conditions of these Terms.

### **5. LIMITED USE LICENCE**

5.1 When an Agreement is formed and we provide you with the Services, you are provided with a revocable and conditional limited use licence to use the Information and Documents strictly in accordance with these Terms.

5.2 The licence granted to you under clause 5.1 may be suspended or terminated in accordance with these Terms.

5.3 If this Agreement ends or is terminated for any reason whatsoever then the licence granted to you under clause 5.1 ends at the same time.

## **PART 3 – TERMS AND CONDITIONS**

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### **6. ONLINE ACCOUNT**

6.1 Before you may access DataAU and receive the Services from us, you must have an online account with us created through our Website.

### **7. AUTHORITY OF PERSON WHO COMPLETES THE SUBSCRIPTION ON YOUR BEHALF**

7.1 You warrant to us that your representative has all necessary and delegated power and authority to complete the subscription to DataAU through our Website, to enter into this Agreement on your behalf and bind you to these Terms.

7.2 You also acknowledge, agree and warrant to us that you will at all times remain liable for all actions of your employees, staff and workers.

### **8. PASSWORD AND ACCOUNT**

8.1 You will be required to establish a user login and password to use the Website and receive the Services.

8.2 You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

8.3 You must not reveal your password in any way and to any person outside of your organisation and must take all reasonable steps to ensure that your password is kept confidential and secure. You warrant that you will not under any circumstance cause (or permit) the login details to be provided to anyone outside of your organisation.

8.4 We do not store your password.

8.5 If you suspect the confidentiality of your password has been compromised, you must change it immediately via the reset password mechanisms on the Website.

8.6 We are not under any circumstances liable to you for any Claim, Loss or Liability you sustain or incur as a result of the misuse of your user login or password, or due to the activities of any third party.

### **9. YOUR DEVICE**

9.1 It is your responsibility to ensure that:-

- (a) your Device has adequate security to protect us against all unauthorised use of the Information and Documents and our Confidential Information; and
- (b) the process you employ to obtain access to the Website and DataAU does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your Device or otherwise cause you or any person Loss, damage or corruption.

9.2 You must immediately notify us of any known or suspected breach of clause 9.1 of these Terms, if you become aware of or have reason to believe that there is any unauthorised use of your password, or any other breach of security of DataAU or our Website.

### **10. RISK AND DEFECTS**

10.1 You use our Website and DataAU at your sole risk.

10.2 We make no warranty or representations that:-

- (a) the Website and DataAU will be free of all defects or errors; or
- (b) Information or Documents will be free from viruses or other conditions that could damage or interfere with data, hardware or software owned by you or on your Device.

### **11. ADDITIONAL ACCOUNT USERS**

11.1 The Website enables you to create additional Account Users, which may be amended by you from time to time.

11.2 You remain vicariously liable for all Account Users at all times.

## **12. CONTRACT TERM**

12.1 The Agreement shall end at midnight on the last day of the Subscription Period, unless earlier terminated in accordance with these Terms.

12.2 If we permit you to have access to DataAU and the Website after the midnight on the last day of the Subscription Period and you utilise the Services then:-

(a) the Agreement shall remain in full force and effect until terminated by either party by notice in writing to the other party, without there being any necessary a period of time for termination in such notice;

(b) you must pay us on request by us a fee determined by us acting reasonably.

12.3 Nothing in this clause prevents or restricts you from renewing our subscription with us, which may be in person with us or through our Website ("Renewed Subscription Period"), in which case this Agreement shall continue to apply in all respects for the Renewed Subscription Period.

## **13. PAYMENT OF FEES**

13.1 The Fees must be paid at the time you complete your subscription for DataAU through the Website.

13.2 If for any reason whatsoever the Fees are not paid at the time you complete your subscription for DataAU through the Website (which include as a direct result of a free trial period or a waiver of fees by us for a fixed period of time), then you must pay the Fees to us within seven (7) days after request by us to you.

## **14. GOODS AND SERVICES TAX**

14.1 The Fees and other amounts payable by you do not include GST unless specifically stated as 'inclusive of GST'. If GST is imposed on any supply by us then you must pay GST to us in addition the payment completed by you. For the purposes of this clause "GST" means the goods and services tax imposed in Australia under the *A New Tax System Act 1999 (Cth)* and related Imposition Acts of the Commonwealth or laws.

## **15. INFORMATION DATA AND INFORMATION ACCURACY**

15.1 We are not primary data collectors or collators.

15.2 We are not selling you any data. We are selling a subscription which is a facilitation process to improve understanding of that data.

15.3 Whilst all care and diligence has been exercised in the preparation of data for DataAU, we (and our associated parties and employees) do not warrant the accuracy of the information contained within the Information or Documents or produced through DataAU and we accept no liability for any Loss, Claim or damage that may be suffered by you or anyone else as a result of reliance of the Information or Documents, whether or not there has been any error, omission or negligence in the development and presentation of information contained in the Information or Documents by the us, our employees, associated parties or information providers of us.

15.4 It is the also nature of this data that it may quickly become out of date, and users must make their own assessment of the relevance and accuracy of the data for their intended purpose. No representation is provided regarding the timeliness or accuracy of updated materials including in any Documents or Information.

15.5 We make no guarantee your software, infrastructure or technology will always be able to connect with the DataAU product.

15.6 We reserve the right to restrict, limit or withdraw access to the subscription components of DataAU at our own discretion.

## 16. REFERENCING DATA

16.1 All data and products produced within DataAU (including the Information and Documents) should be referenced as DataAU, acknowledging the original source data as per the acknowledgement requirements outlined herein.

16.2 You are permitted to download and use content from DataAU (including the Information and Documents) provided you clearly attribute and date the content to DataAU so it may be viewed by any subsequent reader or observer of the content. The attribution must clearly show:

*The content was generated by DataAU (citing the date and the website page the data was sourced from) for example (DataAU, (2020), Employment by Industry, sourced via web dataau.com.au, cited 10 November 2020)*

16.3 The content may be a derivative data set of the Australian Bureau of Statistics available at (abs.gov.au) or other third party data providers. For example, the Australian Bureau of Statistics data website provides (as at February 2021):-

*Use of Australian Bureau of Statistics (ABS) material licensed under a Creative Commons Attribution licence requires you to attribute the work in the manner specified by the ABS. Where ABS has given permission to publish for material released under full copyright, the material must also be attributed. Attribution cannot be done in any way that suggests that the ABS endorses you or your use of the material.*

*The way the material is attributed depends on whether the material is used 'as supplied' or derivative.*

*ABS material (including – but not restricted to – data, text and images) is used 'as supplied' provided you have not modified or transformed ABS material in any way.*

16.4 Australian Bureau of Statistics data must be sourced in accordance with the Australian Bureau of Statistics guidelines, which may be found at:

<https://www.abs.gov.au/how-cite-abs-sources>

<https://www.abs.gov.au/websitedbs/d3310114.nsf/Home/Attributing+ABS+Material>.

## 17. DOWNLOADING OF INFORMATION AND REPORTS

17.1 In using the Information and Documents you warrant to us that you:-

- (a) will use the Information and Documents for your own use only;
- (b) will not sell, assign or lease the Information and Documents in any manner whatsoever;
- (c) will not derive any direct profit from your use or otherwise of the Information and Documents;
- (d) will not use the Information and Documents in any manner other than for which it is intended;
- (e) will not use the Information and Documents for any unlawful or illegal activity and will comply with all Laws in the use of the Information and Documents;
- (f) will maintain adequate security measures on your Device to alleviate Information and Documents from being hacked or utilised by any third party;
- (g) will not attempt to modify or amend the Information and Documents in any manner except as is permitted on our Website or to deviate around technical limitations;
- (h) will comply with all copyright and Intellectual Property rights associated with the Information and Documents; and
- (i) will exercise due care, skill and judgement at all times when using the Information and Documents.

## **18. FIT FOR USE**

- 18.1 You acknowledge and agree that we have provided no warranty or representations to you that the Services will be fit for their intended purposes or use by you.
- 18.2 It is your responsibility to ensure that the Services are correct for your intended purposes and use.

## **19. OUR INTELLECTUAL PROPERTY**

- 19.1 The DataAU website, the information and Documents together with all products, outputs and processes contained therein are our property and form part of our intellectual property (“intellectual Property”).
- 19.2 We do not give you any right, title or interest in the Intellectual Property or any part of it.
- 19.3 You must not do anything, or cause anything to be done, which interferes with or breaches any Laws or the Intellectual Property rights owned by us.

## **20. INTELLECTUAL PROPERTY OF OTHERS**

- 20.1 The DataAU website utilises third party data, which in many cases has been modified and transformed to produce the DataAU products by us.
- 20.2 The Australian Bureau of Statistics data and other data made available by third party data providers remain the property of those providers. The Information and Documents may include data that has been modified, transformed or reconfigured for DataAU, and whilst the original source of the data is acknowledged, the transformed data as published on DataAU is and remains our property. Australian Bureau of Statistics data can be accessed from their website (abs.gov.au) under their licence agreements.
- 20.3 Any third party data displayed on DataAU that has not been transformed remains the property of that third party and your use of their material is governed by the third party’s terms of use. We currently use the following supporting platforms and any reproduction of content from DataAU by you must contain appropriate acknowledgement as outlined by these products:
- (a) ArcGIS
  - (b) Google Maps (API).
- 20.4 It is your responsibility to read and understand the privacy policies of these organisations before you use and/or reproduce materials from DataAU.

## **21. CONFIDENTIAL INFORMATION**

- 21.1 You acknowledge, agree and warrant to us that you will not without our consent in writing first being obtained (unless required at Law) communicate, divulge or use for the benefit of any other person or entity Confidential Information, or permit any third party to have access to the Confidential Information.
- 21.2 You agree, to the fullest extent permitted by Law, to:-
- (a) maintain the confidentiality of all Confidential Information;
  - (b) not to duplicate any materials containing Confidential Information; and
  - (c) not to divulge any Confidential Information to any external party.
- 21.3 You may use the Confidential Information for your purposes only.
- 21.4 This clause will survive termination or expiration of this Agreement.

## **22. FORCE MAJEURE**

- 22.1 If the provision of Services by us is prevented, restricted or interfered with by any reason outside of our reasonable control (which may include due to epidemic, pandemic, infrastructure failure, natural disaster, acts of God, or any law, order, proclamation, decree or requirement of any government or any authority), then:-



- (d) upon giving notice to you, we will be excused from such performance to the extent of such prevention, restriction or interference; and
- (e) we will resume performance of the Services as soon as is practicably possible when such causes are removed.

22.2 If such suspension continues for longer than twelve (12) months then you terminate this Agreement by notice in writing to us, in which case the Fees paid by you shall be proportionately refunded to you having regard to the Subscription Period and in the manner reasonably determined by us.

### **23. WARRANTIES EXCLUDED AND INDEMNITY**

23.1 Our Liability to you under this Agreement is, to the full extent permitted at Law, limited to the amount of one (1) year of the total Fees which you have paid us.

23.2 To the full extent permitted at Law:-

- (a) we shall not be liable to you for any Loss or Liability howsoever occurred or arising;
- (b) all implied warranties are excluded; and
- (c) all content and services obtained as part of the Services are provided on an “as is” and “as available” basis and without any warranties of any kind, express or implied.

23.3 Your sole and exclusive remedy is to terminate this Agreement.

23.4 You will indemnify us and keep us indemnified from and against any Claim, Loss, Liabilities, demand, damages, costs or other proceedings whatsoever bought against or incurred by us (including legal costs on an indemnity basis) and any fines arising out of or in connection with:-

- (d) any failure by you to perform or comply with any of the terms and conditions of these Terms; or
- (e) a breach of a warranty under these Terms by you.

### **24. OUR ABILITY TO END THIS CONTRACT EARLIER THAN YOUR SUBSCRIPTION PERIOD**

24.1 We may terminate this Agreement by notice in writing to you at any time. This may be due to us no longer being in a position to provide the Services, any force majeure, being prohibited to provide the Services, or for any other reason whatsoever at our discretion.

24.2 If we terminate this Agreement under clause 10.1 then the Fees paid by you shall be proportionately refunded to you having regard to the Subscription Period and in the manner reasonably determined by us.

24.3 Without derogation or limitation of any rights we may have under these Terms or at Law, we may terminate this Agreement and your subscription for DataAU immediately at any time by notice in writing to you if:-

- (a) you become insolvent;
- (b) an order is made that you be wound up;
- (c) a liquidator or provisional liquidator is appointed to you;
- (d) you commit a serious breach of these Terms;
- (e) you breach a warranty provided by you under these Terms;
- (f) (if a natural person), die, files or is served with a petition in bankruptcy or bankruptcy notice, or becomes lunatic or insane or a protected person within the meaning of any relevant Laws in that behalf.

24.4 If we terminate this Agreement under clause 10.3 then the Fees paid by you shall be non-refundable in all respects.



24.5 The termination of this Agreement or part of this Agreement does not alter or discharge rights or obligations already accrued under this Agreement.

## **25. OUR WEBSITE AND LINKS TO OTHER WEBSITES**

25.1 You agree that you will use the Website in accordance with all applicable Laws, as may be applicable to your use of the Website.

25.2 We have taken proper care and precautions to ensure that the information we provide on our Website is accurate. However, we cannot guarantee, nor do we accept any liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on our Website or on any linked site.

25.3 Any links to other websites from our Website are included for convenience only and do not constitute endorsement of the content or its accuracy.

## **26. ASSIGNMENT**

26.1 You are not be entitled to transfer any of your rights, benefits or obligations under this Agreement in any way without our prior written consent in writing, which may be approved or denied at our sole discretion.

26.2 We are entitled to transfer our interest in this Agreement as we see fit.

## **27. TRUSTEE PROVISIONS**

27.1 If you subscribe to DataAU through our Website and the Agreement is formed with you acting as trustee then you will be bound to these Terms and the Agreement both as trustee and in your personal capacity. You also warrant to us that you are bound by these Terms and enter into the Agreement as part of the due and proper administration of the trust.

## **28. GOVERNING LAW**

28.1 These Terms and the Agreement is governed by and construed in accordance with the laws of Queensland.

28.2 Any disputes concerning these Terms, the Agreement or DataAU are to be resolved by the courts having jurisdiction in Queensland, and wherever possible within Courts in the City of Townsville.

## **29. GENERAL**

29.1 If any term clause or provision of these Terms shall be or shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term clause or provision of these Terms except only so far as may be necessary to give effect to such invalidity.

29.2 No waiver by any party or a right or a default hereunder shall be deemed a waiver by such party of any subsequent right or default whether of a like nature or otherwise.

29.3 The parties acknowledge and agree that they have consented to all communication and information being sent and received by facsimile or other electronic methods of communication pursuant to the provisions of the *Electronic Transactions (Queensland) Act 2001*.

## **30. RELATIONSHIP BETWEEN US AND YOU**

30.1 In executing and implementing the Agreement and performing their respective obligations hereunder, the parties intend and agree that nothing in these Terms or as part of this Agreement is intended to or shall create a partnership, joint venture, agency or any other legal entity or employment relationship between them.

30.2 Neither party is or is intended to be the agent, legal representative, partner, subsidiary, joint venturer or employee of the other.

30.3 Neither party has the authority to bind or commit the other party to any contract or obligation whatsoever, and neither party shall represent or hold itself out as having any right or authority to do so.

30.4 This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

## **31. CHANGES TO THESE TERMS**

- 31.1 We reserve the right to change these Terms at any time, which includes the Privacy Statement under Part 4 of these Terms.
- 31.2 Any updated, varied or amended version of these Terms will be shown on our Website.
- 31.3 It is your responsibility to regularly review the Terms on our Website and ensure that you continue to obtain Services from us in accordance with these Terms, as may be varied, amended or updated from time to time.

## **PART 4 – PRIVACY STATEMENT**

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### **32. GENERAL**

- 32.1 We recognise the importance of your privacy and understand your concerns about the security of your Personal Information and Sensitive Information. We are strongly committed to protecting your privacy and the Personal Information and Sensitive Information that you may provide to us.
- 32.2 This privacy statement describes how we collect, use, disclose and safeguard your privacy.

### **33. AUSTRALIAN PRIVACY PRINCIPLES**

- 33.1 The APP's are the cornerstone of the privacy protection framework in the Privacy Act and we will comply with these APP's at all times. This includes in relation to:-
- (a) the collection, use and disclosure of Personal Information and Sensitive Information;
  - (b) an organisation or agency's governance and accountability
  - (c) integrity and correction of Personal Information and Sensitive Information; and
  - (d) the rights of individuals to access their Personal Information
- 33.2 In short, the APPs aim to ensure that organisations that hold Personal Information about people, handle that information responsibly.

### **34. COLLECTING YOUR INFORMATION**

- 34.1 You must provide identifying and Personal Information when subscribing to DataAU through our Website. You may need to provide Sensitive Information, although this is not likely or anticipated.
- 34.2 Personal Information is, generally speaking, information that can be used to identify you. Sensitive Information includes information about someone's race, ethnic origin, political association, regions beliefs, philosophical beliefs or other matters of this sort.

### **35. USE OF YOUR PRIVACY INFORMATION**

- 35.1 We will only use your Personal Information for the purposes for which you gave it to us and for permitted marketing under these Terms.. We will never rent or sell your Personal Information, including your email address.
- 35.2 We may also use your Personal Information for marketing purposes. If you don't want to receive newsletters, marketing promotions and offers, you can opt out by contacting us at the contacted details contained in Part 5 of these Terms.
- 35.3 We only collect Personal Information by lawful and fair means and not in an unreasonable or intrusive way.
- 35.4 You are able, at any time, to contact us and gain access to your Personal Information.
- 35.5 We may occasionally engage other people or companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or otherwise. Those people or companies will be permitted to obtain only the Personal Information they need to deliver that service to us and/or

to you on our behalf. We will take reasonable steps to ensure that these people or organisations are bound by confidentiality and privacy obligations in relation to the protection of your Personal Information.

- 35.6 We do not share information about you (including Personal Information) without your permission unless it is:-
- (a) necessary to provide you with the Services;
  - (b) required or authorised by Law;
  - (c) to one of our professional advisors;
  - (d) authorised or permitted under these Terms;
  - (e) pursuant to a Court order;
  - (f) required or authorised by an enforcement body; or
  - (g) will prevent or lessen a serious and imminent threat to an individual's life, health or safety, or to public health or public safety.

## **36. CHANGE OF YOUR PERSONAL INFORMATION**

- 36.1 If at any time you believe that information we hold about you or your region is incorrect, incomplete or inaccurate, then you may request amendment of it and we will either amend the information or make a record of your request, as we deem appropriate. We encourage all requests for access to your personal information to be directed for the attention of the Privacy Officer at the contact detailed outlined in Part 5 of these Terms.

## **37. PERSONAL INFORMATION SECURITY**

- 37.1 We take reasonable steps to protect your Personal Information as you transmit such information from your Device to our Website and to protect such information from loss, misuse, and unauthorised access, use, modification, disclosure, alteration, or destruction.
- 37.2 We implement administrative, physical and technical safeguards to protect the confidentiality and integrity of your Personal Information and data which may be transmitted via the internet.
- 37.3 We use 'cookies' to store information provided by your browser when you visit our Website. This includes the date and time of your visit, the pages accessed and any documents downloaded. This enables us to keep track of Services you use so that, unless you have opted out, we can send you news about those Services. We also use cookies to measure demographic usage patterns to determine which areas of our Website have been visited and to improve our Services.
- 37.4 However, you should keep in mind that the transmission of any information over the internet is not completely secure or error-free and we are unable to make any guarantee to you in relation to the secure transmission of information by over the internet including via our Website.

## **38. GOOGLE ANALYTICS**

- 38.1 We may use Google Analytics to collect information about how people use our Website.
- 38.2 Google Analytics collects information including but not limited to browser type, version and language, operating system, pages viewed while browsing the Website, page access times and referring website address. This collected information is used solely internally for the purpose of gauging Website traffic, traffic sources, sales, trends and delivering personalised content to you while you are at the Website.
- 38.3 By agreeing to these Terms, you consent to the collection of information by Google Analytics.

## **39. FURTHER INFORMATION OR QUESTIONS**

- 39.1 If you would like more information about the way we manage Personal Information we hold about you, or you have concerns regarding our handling of your Personal Information, please contact us by the avenues outlined in Part 5 of these Terms.

39.2 Some information we collect is not Personal Information because it will not reveal your identity and such information is not Personal Information for the purposes of this Part 4 of these Terms.

## PART 5 – CONTACT US

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### 40. WOULD YOU LIKE TO SPEAK TO US?

40.1 If you would like to discuss these Terms with us then you may contact us on the following details:-

Email: info@dataau.com.au  
Phone: 1300 59 59 12  
Post: DataAU  
C/- AEC Group Pty Ltd  
U42/ Level 5, 131 Leichhardt Street, Spring Hill Queensland 4000  
PO Box 5804MC, Townsville QLD 4810  
Website: www.dataaaau.com.au

## PART 6 – DICTIONARY

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### 41. DEFINITIONS

41.1 In these Terms:-

**Account Users** means the people that you permit to have access to your online account with us to DataAU through our website, who are nominated by you in the account establishment process.

**Agreement** means the agreement formed between us and you in accordance with clause 4.3 of these Terms, whereby you have a subscription with us to DataAU through our Website in accordance with these Terms.

**APP's** means the Australian Privacy Principals under the Privacy Act.

**Claim** includes any complaint, demand, loss, action, suit, cause of action, proceedings, arbitration, debt due, accounts, costs and expense (including any legal costs and expense), claim, demand, verdict or judgement arising under the provisions of any statute, award, common law, order or determination (whether or not known) at the date in which you subscribe to DataAU and includes but without limitation incurred by, or to be made or recovered by, or against the person, in respect of any Loss, Liability or Costs of every description whether ascertained or unascertained or immediate, future or contingent and whether arising under any Laws, or whether occurring out of negligence or otherwise (including without limitation, any claim brought by way of subrogation, whether in the name of the claimant or the subrogated party).

**Company** means AEC Group Pty Ltd ABN: 84 087 828 902 and wherever the context permits, includes any Related Entity, Associated Entity, directors, employees, engaged workers or any other person acting for or on behalf of the Company.

**Confidential Information** means the Information and Documents and our other information or documents of ours which ought to be known to be confidential information

**Costs** includes all costs, disbursements, charges, fees and expenses, including solicitors' costs on an indemnity basis.

**DataAU** means our online data product:-

- (c) whereby we connect people to understanding opportunities within their region;
- (d) which provides people with easy to digest data through visualisations; and

(e) whereby we make available some of the data and tools we have been using to drive our analysis, strategy and development insights over the past 30 years.

**Device** means your device platform, which may include a PC, Smartphone or other mobile communications device.

**Documents** means any and all documents which relate to DataAU, that you have obtained through your DataAU subscription with us, through our website, or otherwise have obtained from us in any manner and includes but without limitation, any documents (financial and otherwise) such as drawings, designs, calculations, analyses, reports, records, drawings, plans, diagrams, specifications, standards, codes, schedules, manuals, parts lists, programs, descriptions and including any form of storage of information or images, whether visible to the eye or not, models, samples and computer software, financial and marketing information, know-how, trade secrets, ideas, concepts, files, customer lists, reports, statistical information, or technical and operational information (any includes information which is in oral, visual or written form or is recorded in any other medium).

**Fee** means the fee you must pay to us for your access to DataAU and the provision of Services by us having regard to the Subscription Period and as contain on our Website when you subscribe to DataAU through our Website.

**Information** means any and all information that you obtain through your DataAU subscription with us, through our website, or otherwise any information you have obtain from us in any manner and whether it be in writing, oral or electronic form.

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