

Brand Assets Terms of Use

1. Introduction

- 1.1 These Terms of Use set out the terms and conditions on which Australia Post grants you a non-transferable, non-exclusive, royalty-free limited licence to use the templates, logos, trademarks, copyright, images, Australia Post-branded materials or other materials that Australia Post may make available to you from time to time (**Brand Assets**) and forms a binding agreement between you and Australian Postal Corporation ABN 28 864 970 579 (referred to in these Terms of Use as 'Australia Post', 'we', 'us', or 'our').
- 1.2 By downloading and/or accepting for use any Brand Assets, you agree to these Terms of Use. Your use of the Brand Assets is conditional upon your acceptance and continued adherence to these Terms of Use. We may amend the Terms of Use from time to time. The Terms of Use in place at the time the Brand Assets are downloaded by you or provided to you will apply in relation to those Brand Assets.
- 1.3 These Terms of Use apply in addition to any other agreement(s) governing your relationship with us or any other document(s) required to be complied with as a term of such agreement(s) (**Other Documents**). In the event of any inconsistency between the Other Documents and these Terms of Use, the Other Documents will prevail to the extent of such inconsistency.

2. Use of Brand Assets

- 2.1 If you have been provided with any password and/or access/user name details for use in connection with any online portal offered by us to provide you with access to the Brand Assets (**Brand Hub**), you must not provide those details to anyone else for use and must keep those details safely stored so that they are not capable of being accessed by any other person.
- 2.2 By downloading and/or accepting for use the Brand Assets, you agree to use them in compliance with all applicable laws, only in connection with the relevant Australia Post products and services and in accordance with the sizing, colour and/or other instructions accompanying them.
- 2.3 Additionally, if you have downloaded and/or accepted for use the Brand Assets via the Brand Hub, you agree to use them in accordance with our Brand Guidelines, available at brandhub.auspost.com.au.
- 2.4 By downloading and/or accepting for use the Brand Assets, you agree not to:
 - (a) provide them to any other party;
 - (b) use them in connection with any product or service which is not an Australia Post product or service;
 - (c) edit, alter, or modify them (except as expressly permitted by us); and/or
 - (d) display or use them in connection with any:
 - (i) language which is negative, offensive or explicit, old-fashioned, cynical, mean-spirited, patronising, competitive, blunt, arrogant, cold or indifferent (in each case, as determined by us acting reasonably);
 - (ii) statement that is contrary to law or that is, or may potentially be, misleading or deceptive;
 - (iii) unfounded, derogatory, libellous or defamatory comment or statement; or
 - (iv) (unless specifically agreed by us in writing in advance) material that contains or refers to: any political statement; alcohol, drugs and tobacco; gambling; sexual connotations and nudity; war, terrorism and weaponry; death and violence; racial, ethical, religious or gendered statements; or cultural slurs.

3. Intellectual Property

- 3.1 Other than the limited licence to use the Brand Assets described in Clause 1.1, nothing in these Terms of Use grants you any right, title or interest in or to the Brand Assets (including in any intellectual property rights in the Brand Assets).

4. Limitation of Liability

- 4.1 Subject to clauses 4.2 and 4.3, to the maximum extent permitted by law, we will not be liable in contract, tort (including negligence), bailment or otherwise in law or equity to you or any third party for any loss, including any consequential loss, arising out of or in connection with these Terms of Use or the provision (or any failure to provide) the Brand Assets.

- 4.2 Clause 4.1 will not apply to any loss suffered by you:

- (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;
- (b) to the extent that the loss was a direct result of the fraud, gross negligence or wilful misconduct of Australia Post; or
- (c) to the extent that the loss was the direct result of any claim action or proceedings by any person alleging that the Brand Assets infringe that person's intellectual property rights.

- 4.3 Nothing in these Terms of Use restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (a **Non-Excludable Condition**). Where permitted by law, and provided it is reasonable to do so, we limit our liability for breach of a Non-Excludable Condition to either the resupply of the service, or paying the cost of resupplying the service, in respect of which the breach occurred.

5. Termination or modification of use

- 5.1 If you breach these Terms of Use, and such breach cannot be remedied, we may terminate your licence to use the Brand Assets either in full or in part.
- 5.2 We may at any time, acting reasonably, and with reasonable notice:
- (a) terminate your licence to use the Brand Assets; or
 - (b) modify your licence to use the Brand Assets, which may include directing you to cease using the Brand Assets in a particular manner.

6. Privacy

- 6.1 You acknowledge that Australia Post collects personal information when you register to use the Brand Hub, or request to use, and/or download or are supplied with any of the Brand Assets.
- 6.2 Your information is handled in accordance with the Australia Post Group Privacy Statement, which outlines how to access and/or correct personal information or make a privacy-related complaint. For more information, please visit auspost.com.au/privacy.

7. Jurisdiction

7.1 These Terms of Use are governed by and construed in accordance with the laws of State of Victoria, Australia. In the event that a dispute arises from these Terms of Use, each party agrees to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.