

API Licence - Terms of Use

Last updated November 2023

Australia Post (referred to in these Terms of Use as **we, us, or our**) makes available to businesses and other customers (referred to as **you or your**) various Application Programming Interfaces (**APIs**) and Access Credentials for the purpose of enabling digital integration with, and the ability to access and use Australia Post's systems, services and related purposes. These APIs and Access Credentials may be made available on the Australia Post Developer Centre found [here](#) (the **Developer Centre**), on the Australia Post Developer Portal found [here](#) (the **Developer Portal**), or which may otherwise be provided directly to you. These API Licence Terms of Use and the AP User Account Terms of Use (found [here](#)) apply to your integration with, and use of our APIs and Access Credentials.

All capitalised terms that we refer to have been defined at the end of these Terms of Use. Where there's any inconsistency between these Terms of Use and the AP User Account Terms of Use, these Terms of Use will take precedence.

1. Registration for an AP User Account

- 1.1. You are required to register for an AP User Account with us to integrate with and use our APIs, and be provided with Access Credentials.
- 1.2. You must comply with the AP User Account Terms of Use, including the provision of accurate, complete and up-to-date information as required.

2. Grant of API Licence and Authority

- 2.1. In consideration for you integrating with and using our systems and services, we grant you a worldwide, non-exclusive, non-transferable, royalty-free licence to use our APIs and the Access Credentials, and to access such data as we may provide and make available to you when using our APIs.

3. Your responsibilities and restrictions

- 3.1. You:
 - (a) warrant that you have all right, title and authority to agree to these Terms of Use, whether as direct user or as an

agent for a business;

- (b) must provide up-to-date, complete and accurate information on registration for use of the APIs and the Access Credentials;
- (c) are responsible for the accuracy and legality of all information, materials and content that you provide through the Developer Centre, the Developer Portal, or which you otherwise provide to us;
- (d) must only use the APIs and the Access Credentials in accordance with these Terms of Use and all access and comply with the Use Requirements;
- (e) must only use the APIs and the Access Credentials to facilitate the provision of our services (principally deliveries, postage transactions and certain financial services);
- (f) if you wish to integrate as an eCommerce Partner for the purpose of facilitating integrations with our systems and services on behalf of other Australia Post customers, you must apply to us for approval and meet our reasonable requirements, including reaching agreement with us on the provisions and requirements which apply to your role as an approved eCommerce Partner;
- (g) if you are using the APIs and Access Credentials to integrate with us via an eCommerce Partner of any form, you may only do so with eCommerce Partners who have an authorised and verified integration with our systems (including without limitation our Parcel Send system, our MyPost Business platform and our Secure Pay system);
- (h) must not use the APIs or Access Credentials in any way that adversely affects the performance or function of

the APIs or Access Credentials;

- (i) must not post or transmit information or materials that would breach rights of any third party or which contains a virus or other harmful component;
- (j) must keep the Access Credentials supplied by us safe and secure and immediately notify us if you know or suspect such safety and security has been compromised; and
- (k) must not reverse engineer, decompile, or disassemble the APIs or otherwise interfere with any of the APIs.

3.2. You:

- (a) are responsible for and will be liable for the use of the APIs and the Access Credentials by any third party to which you provide access to the API and Access Credentials, as though such use was by you.
- (b) are liable to us for any losses we may suffer or incur resulting from any access or use of the APIs or Access Credentials by any person to whom you have provided or permitted access.

4. Future Development and Support

- 4.1. We may release new or updated APIs from time to time, however we're under no obligation to do so.
- 4.2. We will use reasonable efforts to provide you with prompt technical support for the APIs and Access Credentials, however we do not provide any warranties or guarantees for any such support, including that it will be sufficient or satisfactory for your needs.
- 4.3. When we do, release new APIs or additional features for the current APIs, you acknowledge that it will be at our sole discretion as to whether you will be advised or will have access to them. Where you are given access to the new or updated APIs, their use will be governed by these Terms.
- 4.4. Where we modify APIs being used by you that will materially and adversely impact their functionality, we will provide you reasonable

notice of those changes as set out in clause 9.1.

- 4.5. We may discontinue or decommission any API at our sole discretion. If we do so, we will give you a minimum of 30 days' written notice of our intention to do so, and we will thereafter continue to support that API for a period of not less than one year.
- 4.6. While you are not obliged to update or modify your integration to reflect any modifications any API, you acknowledge that a failure to do so may mean that the API functionality or integration ceases to operate as originally intended.

5. Intellectual Property Rights

- 5.1. You acknowledge that you have no right, title, or interest in or to the APIs or the Access Credentials, nor any other material supplied by us to you under these Terms, except as expressly provided. In particular, you acknowledge that the API, sample code, documentation, and trade marks/logos displayed or made available by us or produced in hardcopy form by us and our data, are our intellectual property rights and are protected under intellectual property laws. The information and images presented or received via the API or otherwise received from us may not be reproduced, republished, adopted, used, or modified under any circumstances.
- 5.2. The APIs, sample code, documentation, trade marks and logos provided on the Developer Centre, the Developer Portal and as may otherwise be provided by us are our intellectual property and are protected under Australian copyright laws and other intellectual property laws. The information and images presented or received via the APIs and the Access Credentials may not be reproduced, republished, adopted, used or modified under any circumstances and must not be used in any way that implies endorsement or sponsorship by us of you or any of your products, goods or services.

6. Revocation or Cancellation

- 6.1. If you are in breach of these Terms of Use or any User Requirements, we will give you seven days' written notice in which to remedy or

rectify your breach. Where you fail to remedy or rectify, or in the case of a breach which can't be remedied or rectified, we have the right to revoke or cancel your right to use the APIs and any Access Credentials.

- 6.2. We reserve the right to revoke or cancel your right to use the APIs and any Access Credentials immediately and without notice where you are in breach of clauses 3.1 (a), (b) (e), (f), (g), (h), (i) or (k), or if you are in breach of clause 5.

7. Exclusion of Warranties

7.1. The APIs, Access Credentials, any API documentation, all access and Use Requirements for the APIs and any other information provided on the Developer Centre and the Developer Portal, are provided "as is" and without warranties of any kind either express or implied. Australia Post does not warrant that the functions contained in the APIs will meet your requirements, be fit for your purposes, or that the operation of the APIs will be uninterrupted or free from errors or viruses.

7.2. Nothing in these Terms of Use, including clause 7.1, 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).

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

8. Limitation of Liability and Customer Indemnity

8.1. Subject to clauses 7.2, 8.2 and any other relevant clause in applicable terms of use 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 the use or performance of the APIs and any Access Credentials, including:

- (a) losses arising from the unavailability of, or your inability to use the APIs and any Access Credentials or any Services accessed via the APIs;
- (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 wasted expenditure;
- (d) any indirect or consequential losses; or
- (e) any delay or failure to comply with our obligations under these Terms of Use if the delay or failure arises from any cause which is beyond our reasonable control.

8.2. Clauses 7.1 and 8.1 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; or
- (b) to the extent that the loss was a direct result of our fraud, gross negligence or wilful misconduct.

8.3.

- (a) Subject to clause 8.3(b) and any clause in applicable terms of use that specifies otherwise, to the maximum extent permitted by Law, the you indemnify us, and will keep us indemnified against any claim (including a third party claim) for any Indemnifiable Loss arising out of or in connection with any breach by you of your obligations under, or a representation or warranty made by you in, these Terms of Use.
- (b) Your liability to us under clause 8.3(a) is reduced proportionally to the extent

that Loss was caused or contributed by us.

- 8.4. Neither party will be in default under these Terms of Use, or liable for failure to observe or perform in accordance with these Terms of Use, where such default or failure is caused by an Event Beyond Control.

9. General

- 9.1. **Notices:** We will generally communicate with you electronically, including by e-mail and SMS, and where appropriate, by notification published on the Developer Centre or on the Developer Portal. Where your rights 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, such as in the case of cyber-attack or similar.

- 9.2. **Variation:** We reserve the right to revise and amend these Terms of Use (or vary the APIs and any Access Credentials) as follows:

- (a) if we, acting reasonably, consider that the change is likely to benefit you, or have a neutral or minor detrimental impact on you, we may make any changes immediately without notifying you; or
- (b) if we, acting reasonably, consider that the change is likely to have a significant detrimental impact on you, we will make the change after we have notified you in accordance with clause 9.1.

Your continued use of the APIs and Access Credentials after we have notified you of an amendment will mean that you agree to that amendment. If you don't agree with an amendment, you may terminate your agreement with us and stop using the APIs and Access Credentials.

- 9.3. **Governing Law:** These Terms of Use are governed by, and interpreted in accordance with, the laws of the State of Victoria, Australia, and both of us submit to the jurisdiction of the courts of that State.
- 9.4. **Assignment:** You may not assign or transfer

your rights under these Terms of Use, or attempt or purport to do so, without our prior written consent (which will not be unreasonably withheld).

- 9.5. **Severability:** If any provision, or part of a provision, of these Terms of Use is found to be illegal or unenforceable, it will be severed from the Terms of Use, and the remainder of the Terms of Use will be construed as if that provision or part did not form part of the Terms of Use, unless the provision or part to be severed constitutes a material and fundamental element of the agreement between the parties.

10. Definitions

Access Credential means the authorisation credentials, whether in the form of password, digital password, security token, API Key or other digital security code supplied by us to access the APIs. Access Credential includes access credentials provided to you, and where applicable, access credentials supplied by us to your end users who may be authorised by us.

API has the meaning set out in the preamble.

AP User Account and **Account** means an online account established by you on one of Australia Post's systems, including on our MyPost Business Platform, or our Parcel Send or Secure Pay systems, whether for various purposes including for the purpose of accessing and using the APIs and Access Credentials or solely for that purpose. AP User Accounts are governed by the AP User Account Terms of Use which can be found [here](#).

Australia Post, we, us or **our** means the Australian Postal Corporation.

Data means information and data that you provide to us for the purpose of accessing and using the APIs and the Access Credentials, and any other data that we may collect (whether as user generated information or user behaviour information).

Developer Centre means the Australia Post Developer Centre referred to in the Preamble which is found [here](#).

Developer Portal means the Australia Post

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eCommerce Partners means eCommerce platforms, shipping platforms, business management software, marketplaces, logistics, fulfilment and similar software businesses who offer technical integration for shipping, label printing and other related services to merchants and other customers who wish to access and use Australia Post services through their software.

Event Beyond Control means any event or circumstance which could not, with reasonable diligence, be controlled or prevented by a party, including (without limitation) war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of governments, flood, storm, tempest, power shortages or power failure, system outages or interruptions, or inability to obtain sufficient labour, raw materials, fuel or utilities.

Indemnifiable Loss means loss incurred by Australia Post in connection with any of the following:

- a) an injury to or death of any person;
- b) property damage;
- c) a third-party claim against Australia Post; and
- d) a claim that Australia Post or you have contravened any laws.

Use Requirements means all instructions, information and requirements for the access and use of the APIs and the Access Credentials as may be advised on the Developer Centre or the Developer Portal from time to time, or as may otherwise be advised or provided to you.