



Quester Terms of Use

Access to Quester

Quester (or Quester Online) refers to the Quester marketing data portal located at www.quester.com.au which is owned and operated by Global Data Pty Ltd, ABN 67 158 121 781 (Global Data)

Upon registration, Global Data grants you a non-transferable, non-exclusive license to access Quester and the information contained in and extracted from the databases associated with Quester (the Data), solely for the purpose of extracting consumers personal information such as, but not limited to; full names, gender, address, phone numbers, age and so forth, for marketing and advertising purposes. All Data held by us is privacy compliant under the Privacy Act (1988 Cth) and we recommend you read these terms of use in conjunction with our Privacy Policy that can be found at www.globaldata.net.au

Restrictions of Use

You acknowledge and agree that all Data remains the property of Global Data and that any **Data that you download from Quester is solely for “one-time rental use” and only by prior written consent from Global Data can it be used for multi-use.** You may only use the Data we supply you for your own internal business use and for the purpose that we supply them for. You agree that you will not re-sell, re-package or otherwise re-use the Data in any other way without prior written permission from Global Data. You agree that you will not incorporate the Data into a data management system, database, contact management system, etc. for the purpose of enhancing or enriching an existing or new data source other than for the specified rental use. For the avoidance of doubt, if you download data from Quester and wish to resell the data for commercial benefit, you will need to gain our written consent.

You agree to use the Data only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations. Additionally, you agree that the Data and any information extracted or derived from the Data may not be used to bother, stalk, harass, threaten or embarrass any individual and is to be only used for consumer marketing purposes. If the Data is required for any other use, you must first receive our prior written consent. We reserve our legal rights where these restrictions are breached.

General Terms

You agree that you have read our Privacy Policy on our website at www.globaldata.net.au for the purposes of complying with the Privacy Act (whether it expressly applies to you or not) and that you will keep the appropriate documentation to demonstrate your compliance with the Australian Privacy Principles and the Spam Act.

Global Data Pty Ltd

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You accept all responsibility for complying with the ACMA Do Not Call Register (DNC) and the Spam Act. If you have downloaded Data from Quester and selected the DNC option, you have 30 days, from the date you washed those records against the DNC, to contact that phone number and any call outside this time is an infringement of the ACMA DNC regulations and you may be subject to enforceable penalties by them.

Where you have used a record contained in the Data from Quester to contact a consumer who does not want further communication from marketing organisations, or wants their data record **“Suppressed”**, then you agree to notify us immediately and in writing of that record that requires suppression and to refer that consumer directly to our office if the consumer wishes to have their record suppressed from Data contained in the Portal.

Online Access

You agree that upon registration and approval of access, you will be provided with access to Quester. You will be provided with a username and password (the Access Credentials) to log into and gain access to Quester. You agree that the Access Credentials provided are solely for the one user only. You must not share the Access Credentials with any third party. You assume all responsibility for the usage of Quester with your Access Credentials. This includes all fees and charges accrued on Quester regardless of whether you or a third party used the Access Credentials to access Quester. In the case of a company requiring multiple access for employees to Quester, separate username and password will be issued by Global Data and each user will not provide that username or password to anybody else. You agree that any Access Credentials we give you will not be transferred between users or disclosed to any third party and you will tell us if they are no longer required. You are responsible for all use of those Access Credentials. If we ask you to, you agree to stop using those Access Credentials or use any replacement Access Credentials we give you. If you suspect that unauthorised use of your account is taking place, you must notify us immediately.

Accessing Quester Data from Outside Australia

In support of the Privacy Act 1988 Cth and our own internal security compliance procedures and in particular, **protecting a consumer’s personal information from unauthorised and unethical use**, Global Data will not allow any foreign access outside of Australia to its data platforms, unless prior written consent has been provided and only by way of completion of our Vetting application form. This application, if granted, will be stored and supplied to any relevant government body should any need arise. Any/all unapproved attempts to log in outside of Australia, without vetted approval is a breach of our Terms and Conditions and will result in suspension of your account pending a full review.

Fair Use Policy

Rate limiters are logged by Global Data to determine unauthorised or unethical use.

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Please be aware, that where it is found that any particular users activities are dramatically **inconsistent with our general user profiles, then that user's access may be temporarily suspended, slowed down or cancelled**, pending a full investigation to determine if any hacking or web scraping tools are being employed. Even if Global Data cannot determine whether an electronic or other web scraping tool is being employed or not, we reserve our rights to cancel access to any user or whole user account, where the user cannot explain the abnormal use and it appears abnormally inconsistent with all other users accessing our systems.

Our Email Data & Spam Act

Where Global Data is supplying any emails to any of its clients and in any of its data platforms, the client / user agrees and accepts that it will not use any third-party email validator / Pinger. Global Data protects the integrity and complies with the Spam Act 2003 and will not allow anybody other than Global Data to undertake this task. Many unknown email validators cause unavoidable spam to the consumer and Global Data, in support of the **Spam Act 2003 and a consumer's right to privacy will cancel / suspend access if they are found to employ a third-party to validate / ping email addresses supplied by us.**

Termination of Access or Misuse

We may withhold or suspend your use of Quester immediately if you do not pay our fees and charges for any services or if we believe you are not complying with any of our terms and conditions or privacy policies. In the event that Global Data suspects that our Data or Quester Online has been misused, we may contact our law enforcement agencies (as appropriate) and will provide them with all the data needed to conduct an investigation. Global Data reserves the right to cancel or not offer its service to any user that it deems is inappropriately using its services. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to default information you have given us. Your co-operation includes but is not limited to providing us in a timely manner with relevant documents, access to relevant employees or any other reasonable assistance that may be required in the course of dealing with such matters, and may in some circumstances involve you being joined as a party to any litigation as well as or instead of us.

Disclaimer and Warranties

The Data in Quester has been compiled from public records and other proprietary sources for the specific purposes of locating individuals / consumers, property and businesses and/or providing general background information about individuals and businesses for verification purposes and marketing and advertising. Neither Global Data nor any of our data suppliers represents or warrants that the information contained in the Data is always current, complete or accurate.

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Global Data hereby disclaims all representations and warranties regarding the performance of the service and the accuracy, currency, or completeness of the information, including (without limitation) all warranties of merchantability or fitness for a particular purpose. Additionally, under no circumstances shall we be liable to you for any damages whatsoever, including (without limitation) any direct, special, incidental, typical or consequential damages, lost profits, or any other claims of yours or third parties, even if we have been advised of the possibility of such damages. You assume all risks associated with the use of Quester and any Data downloaded from Quester to the extent we are able to at law, we exclude all express or implied representations, conditions, warranties and terms relating to the information services. When we provide the information services to you, we rely on information provided to us by others. While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date. You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.

Fees and Charges & Refunds

Fees for use of Quester Online are as agreed from time to time. You agree to pay the fees associated with your use of Quester Online by the due date or our trading terms as specified on our invoices and / or statements provided to you upon each download of data. We further reserve the right to suspend service to any delinquent account without notice. If you have questions about our fees, please contact us before you complete any data download. You are responsible for (and must pay for) all use of Quester Online made by individuals using your account or Access Credentials. If you suspect that unauthorised use of your account is taking place, you must notify us immediately.

Global Data will make all reasonable efforts to deliver the data services to its customers and to compile information gathered from selected public records and other sources; provided, **however, customer accepts all information "AS IS". All purchases are final with no refunds,** however as a usual business practice and by agreement between us, any defective records are either replaced or the value of those records can be applied as a credit to your account balance. As an example; if 10 records were defective or non-usable, we can either replace the 10 records for you, or credit the cost you paid for those 10 records back to your account credit balance for further Quester download use only, but no money will actually be sent as a refund payment for those records.

This agreement / terms and conditions of use is governed by the laws of Victoria, Australia and all parties submit to the non-exclusive jurisdiction of the courts of that state.

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