

Data Republic Acceptable Use Policy

Last updated 30 October 2015

1 Introduction

We're thrilled that you'd like to be a citizen in the Data Republic universe.

- We believe that data has the power to change Australia.
- We believe that open ecosystems are better than closed ecosystems.
- We believe that Australians have growing rights in regard to data about them.

Our vision is to be the most openly accessible data marketplace for data contributors, data product developers and end clients. This can only happen where we have a solid trust framework and where citizens of Data Republic take responsibility for helping to preserve its integrity.

We have been uncompromising in ensuring that our marketplace abides by privacy-by-design and secure-by-design standards since Data Republic was a twinkle in our eye. We take a proactive and consumer centric focus to data privacy, security and control and we expect that you, as a citizen of Data Republic, will do the same.

Some of the capitalised terms used in this policy have a specific meaning. Please refer to the agreement under which you participate in Data Republic (your **Agreement**) for the specific meaning of those terms.

This Acceptable Use Policy may be updated by Data Republic from time to time and in its sole discretion, effective prospectively upon Data Republic providing 30 days' notice to you of any changes.

The rules and examples in this policy are intended to assist you to be a good citizen of Data Republic. They are not intended to be exhaustive and this policy does not replace or supersede the terms of your Agreement. This policy, and the rules and examples it contains, are provided to help explain the parameters of acceptable access to our platform and use of our products. Here are some of the key themes:

- **Quality control** – We work hard to ensure that the insights derived from our marketplace are valuable to Data Republic citizens and to the broader community. Our platform is not a dumping ground for your data, nor is it a place to learn how to write algorithms. It is critical that any data that you provide and any algorithms that you develop are of a high quality and standard.
- **Don't harm other citizens of Data Republic** – citizens of Data Republic cannot exist without one another. If Data Contributors don't see the value in contributing data or are concerned that their data might be compromised, there will be nothing for Data Product Developers to work with and no Data Products to provide End Clients with insights.
- **Don't be creepy** – If you are attempting to do something creepy with any data made available via our platform, expect to have your access revoked. Ask yourself whether someone would be surprised or uncomfortable about what you're trying to do. If the answer is yes or if you're unsure, you have your answer.
- **Cheating the system and other bad behaviour** – If you try to circumvent the system or the limits that we set, copy data, copy the work of another Data Product Developer or otherwise engage in inappropriate behaviour, your access to Data Republic may be suspended or even terminated.

- **Treat our brand with respect** – Don't do anything that we wouldn't do. If you think that what you are doing will disparage our brand or negatively affect our reputation, don't do it. We all lose out if your action or inaction damages the integrity of our trust framework.
- **Don't try to re-identify individuals on the platform** – Data within Data Republic has been deliberately and carefully de-identified prior to it entering Data Republic. We also have secure systems and strict processes in place to prevent re-identification within the platform. Attempting to re-identify individuals in the Data Republic platform is strictly prohibited.

2 General

Keep your credentials secure and confidential. We welcome your feedback. You have rights of appeal.

- (a) We may provide you with (or allow you to create) access credentials to enable you to access various parts of our platform and products. You must keep your access credentials secure and confidential and you must not share your access credentials with any other person other than as expressly permitted under our Agreement. You must not misrepresent or disguise your identity when accessing our platform or products or attempt to access our platform or products other than in accordance with the access credentials provided and approved by Data Republic. We will assume that all activity undertaken using your access credentials is your activity. Please notify us immediately if you think that your access credentials might have been compromised.
- (b) We are always looking to improve and we welcome your feedback. Be constructive and gracious with it and know that if you provide feedback we may use such information internally without any obligation to you. Such feedback will not be regarded as Confidential Information, but we will not make available such feedback outside of Data Republic in a way that identifies you unless we have discussed it with you first.
- (c) In developing our platform, we have adopted a privacy by design and secure by design framework. That said, it is never possible to entirely eliminate the risk of a security incident. If you become aware of any security deficiencies in, or intrusions to, any of our systems or any of your systems that interface with ours, please let us know in writing as soon as possible.
- (d) If we reasonably believe you are not complying with this Acceptable Use Policy, we may suspend your access to the Data Republic platform in accordance with the terms of your Agreement until the issue is resolved. We will endeavour to discuss the circumstances surrounding your suspension and work with you to promote compliance with this Acceptable Use Policy. In the event of a dispute, both parties will be subject to the dispute resolution processes set out in your Agreement.

3 Data Product Developers: The Data Product Development Environment

3.1 Accessing the Data Product Development Environment

Respect our limits.

- (a) You may access the Data Product Development Environment if you would like to examine Test Data to test the development of potential Data Products to assist End Clients to deepen insights and increase value.
- (b) You may not access the Data Product Development Environment to go on a fishing expedition, to attempt to identify individuals from the Test Data or to use Test Data for an anti-competitive purpose.

- (c) Data Republic sets and enforces limits on your access to the Data Product Development Environment (as set out in the Data Product Policy) and your use of Test Data. Do not try to circumvent these limits. If you think that the limits are affecting your ability to properly use the Data Republic platform within the spirit of Data Republic, let us know. We may or may not adjust these limits at our absolute discretion.

3.2 Requesting and Accessing Test Data

Don't try to re-identify individuals in the Test Data. Test Data must remain in the Data Product Development Environment.

You must not do the following:

- (a) request more Test Data than is required to develop your Algorithm or Data Product;
- (b) attempt to re-identify individuals within any Test Data;
- (c) access or use any Test Data for an anti-competitive purpose;
- (d) combine Test Data with third party information or other information available to you from outside of the Data Product Development Environment;
- (e) access or attempt to access any data that is controlled or provided by or on behalf of Data Republic or any other citizen of Data Republic, except as expressly permitted by your Agreement; or
- (f) modify, extract, copy, export, transfer, delete or remove data from the Data Product Development Environment.

3.3 Developing Data Products

Quality matters. Your Algorithms and Data Products should be bug-free. Do not copy or steal the work of any other Data Product Developer. Abide by the principles of an open marketplace when providing Data Products to End Clients.

- (a) The quality of the Data Products produced using our platform matters to us. We expect that the Algorithms and Data Products that you create will be elegantly-crafted, polished and useful. If they are not, we may reject them.
- (b) The Algorithms and Data Products that you create must not contain:
 - (i) bugs or hidden features; or
 - (ii) a back door, time bomb, logic bomb, Trojan horse, worm, drop dead device, virus or any other computer software routine that permits unauthorised access to a computer system or otherwise disrupts or impairs its normal operation.
- (c) You must not copy or steal the work of any other Data Product Developer.
- (d) The Algorithms and Data Products that you develop must have a primary purpose of providing valuable insights to End Clients or Data Contributors in order to provide them with business and strategic decision support and/or to help them to innovate. For instance, your Data Products might help End Clients or Data Contributors to discover consumer preferences and unknown data correlations, inform the manner in which they provide existing products and services, predict future consumer behaviour, set or adjust pricing, undertake more accurate risk assessments or market more efficiently and effectively (or some combination of these).
- (e) You and your Algorithms and Data Products must not do the following:

- (i) deliberately skew data, mislead End Clients or Data Contributors or provide incorrect or inaccurate Data Products or other information or reports derived from the Test Data;
 - (ii) arbitrarily restrict or discriminate against which End Clients or Data Contributors may access the Data Products that you create;
 - (iii) encourage, authorise or facilitate unlawful, anti-competitive, mean-spirited or offensive behaviour; or
 - (iv) misrepresent to the public, Data Republic or to other Participants the content or functionality of your Algorithms and Data Products.
- (f) You may set terms of use for, and charge fees for the use of, your Data Product, in agreement with us. You will have control over the branding of your Data Product. When you do any of these things and when you interact with End Clients in relation to your Data Product, you must comply with the terms of our Agreement and you must not misrepresent your role in the Data Republic marketplace. You must also display and communicate any attribution(s) required by Data Republic.

4 Application Developers

4.1 Accessing the Data Feed

Use the Data Feed appropriately.

You must not copy, divert or redirect any Data Feed made available by Data Republic.

4.2 Accessing APIs

Use the API in accordance with the API terms.

We give you access to our API to assist you to make available Data Feeds to End Clients. Any use of our API must be in conjunction with our API Terms.

4.3 Providing your Application

Provide high quality applications that are unique, effective and appropriate.

- (a) You may set terms of use for your Application in agreement with us and charge fees for the use of your Application. You will have control over the branding of your Application. When you do any of these things and whenever you interact with End Clients or Data Contributors in relation to your Application, you must comply with the terms of our Agreement and you must not misrepresent your role in the Data Republic marketplace.
- (b) You must not:
 - (i) develop or use an Application for any application that constitutes, promotes or is used in connection with spyware, adware, or any other malicious programs or code; or
 - (ii) develop or use your Application in any manner or for any purpose that violates any Law, or any rights of any person, including but not limited to Intellectual Property Rights.

5 Data Contributors & End Clients

Take care when you submit data. The value of data is in the quality of the analytics.

- (a) You must not include personal information (as defined under the Privacy Act) in the data that you submit to Data Republic. We expect you to screen the data that you submit to

ensure that it does not include any information which, on its face, would identify an individual.

- (b) We also expect you to only submit new data. Any data submitted must not be comprised of any products that you have already received from Data Republic.
- (c) Remember that the Data Products derived on the platform will only be as good as the quality of the data submitted. So please do your best to ensure the data you submit is of a high quality. That means that you should do your best to ensure data fields correspond to the relevant data field headings. The data fields should be complete, and not have nil field entries wherever possible. The data you submit should not need to be substantially re-ordered or corrected. The more time we spend fixing these issues, the less time we have to help you develop really useful Data Products.
- (d) You must not sell, lease, or derive revenues from the use of, or access to, the Data Products, whether for direct commercial or monetary gain or otherwise, except as expressly provided in our Agreement.
- (e) It is important that you have processes and systems in place to interrogate data before meaning is inferred and predictions are made. Remember, the value of data is in the quality of the analytics.

6 Finally...

We hope this policy helps you to understand our requirements and expectations in relation to your access to and use of our platform. We intend to update this policy from time to time as we are faced with new queries and scenarios so that it continues to reflect our vision for an openly accessible data marketplace.

In the meantime, we hope that you enjoy contributing to what we hope is an innovative, thriving and collaborative marketplace.