

## MyPost Deliveries - Terms of Use

Last updated October 2023

Australia Post (referred to in these Terms of Use as **we, us, or our**) provides MyPost Deliveries Services (defined below) to our Customers (referred to as **you or your**). These MyPost Deliveries Terms of Use and the AP User Account Terms of Use (found [here](#)) apply to your use of the MyPost Deliveries Services.

The Australia Post General Terms and Conditions also apply to these MyPost Deliveries Terms of Use. These terms can be found [here](#). In particular: Section 1 (“commitments to each other”); Section 2 (“what cannot be sent and your responsibilities”; please note **you may be liable to us and may be required to indemnify us** in certain circumstances); Section 3 (“cover for loss or damage”); Section 4 (“delivery & collection of mail and other postal services and requirements”) apply to the MyPost Deliveries Service. We also draw your attention to Service Schedules that apply to you – these include Parcel Post; Domestic Return Paid Parcel; Express Post; International; and Extra Cover. We encourage you to read these sections and schedules carefully.

All capitalised terms that we refer to have been defined at the end of these Terms. Where there's any inconsistency between these MyPost Deliveries Terms of Use, the AP User Account Terms of Use, and the Australia Post General Terms and Conditions, these MyPost Deliveries 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 Australia Post to use the MyPost Deliveries Service, other than in situations where the MyPost Deliveries Services may be available to you over-the-counter in Participating Post Offices.
- 1.2. You must comply with the AP User Account Terms of Use.
- 1.3. You are solely responsible for all activities that occur through the use of your AP User Account by you or any person acting on your behalf. This includes any transactions that are made or processed while using the MyPost Deliveries Service.

### 2. **General Service Conditions**

- 2.1. **Accurate registration details and identity verification.** We will use your AP User Account Details to confirm your identity for us to supply the MyPost Deliveries Services. For some Services we may require another form of identification or require you to undertake a further identity check, and we will let you know if this is the case). If we receive a parcel to be delivered using the Parcel Locker or the Parcel Collect Service and the relevant address details do not match your AP User Account Details, we may not be able to confirm your identity. In such circumstances, we may not be able to provide the Services, or the Services may be delayed.
- 2.2. **Notification.** We will notify you under the provisions of clause 18.1 when a parcel has been delivered for collection to either a Parcel Locker, or to a Parcel Collect location or dropped off in a Parcel Locker for lodgement. When we notify you that a parcel has been delivered, we'll tell you the date and time by which you'll need to collect the parcel. You acknowledge that if you choose not to receive communications from us, you won't be able to access and use the Parcel Locker or the Parcel Collect Services.
- 2.3. **Compliance with MyPost Deliveries Requirements.** When you use the Parcel Locker and Parcel Collect Services, you must comply with the MyPost Deliveries Requirements.
- 2.4. **Parcels from other carriers.** We only accept suitable parcels from other carriers to our Parcel Locker and Parcel Collect locations if the parcels have been lodged by the carriers for delivery by Australia Post and are correctly addressed to the recipient's Parcel Locker or Parcel Collect location. To lodge parcels for delivery in the MyPost network, carriers must pay us for the service. StarTrack Express Pty Ltd ("StarTrack") is one of our subsidiaries, and parcels carried by StarTrack will be accepted

for delivery to Parcel Locker and Parcel Collect locations. We've informed most other carriers of our policy and it is up to the carrier to decide if they wish to lodge parcels with us for delivery to Parcel Locker or Parcel Collect locations.

### 3. Parcel Locker Service Conditions

- 3.1. **Single Use Access Code for Parcel Locker Service.** When a parcel is delivered to a Parcel Locker that is ready for you to collect, or when you drop off a parcel in a Parcel Locker for lodgement with us, we will issue you with a unique, single use access code which must be entered by you to lodge or collect that parcel. You must keep that access code confidential and must not provide it to any other person. We will not be responsible or liable for any loss, damages, costs or expenses incurred as a result of any unauthorised access to a Parcel Locker, or collection or removal of a parcel or other article, as a result of your failure to comply with this clause 3.1.
- 3.2. **No dedicated Parcel Locker.** You will not receive a dedicated Parcel Locker or multiple use access code as part of the Parcel Locker Service. Subject to the other provisions in these Terms of Use, a parcel addressed to you will generally be placed in an appropriately sized Parcel Locker at the Australia Post facility that you have nominated where available.
- 3.3. **Parcel Locker availability times.** While some Parcel Lockers have 24/7 access, some do not, and you need to check whether the Parcel Locker which you wish to use suits your availability requirements. We will notify you under the provisions of clause 18.1 if we change the availability times for access to any Parcel Locker.
- 3.4. **Removal of Parcel Locker from service.** We will notify you under the provisions of clause 18.1 if we remove from service any Parcel Locker, whether due to operational reasons or any other reason.
- 3.5. **Refusal of delivery.** We reserve the right to refuse to deliver an item to a Parcel Locker or when using the Parcel Collect service on

reasonable grounds, including, but not limited to, where the item:

- (a) is a letter or standard mail article that can be delivered via ordinary post;
  - (b) is unsuitable for delivery through the Parcel Locker Service because it:
    - i) exceeds the maximum weight or size requirements for the Parcel Locker;
    - ii) is a Prohibited or Restricted Item;
    - iii) requires the addressee or recipient to provide identity and/or prove their age prior to Australia Post delivering the parcel;
    - iv) has not been prepaid or otherwise has an amount payable on collection;
    - v) is addressed incorrectly (for example, the name of the addressee, and the customer number or Parcel Locker address, do not match);
    - vi) is not suitably packaged;
    - vii) is damaged;
    - viii) contains perishable goods;
    - ix) is a product or service that requires another delivery method to be used under the terms and conditions applicable to that product or service;
    - x) in the case of international parcels, the customs declaration is not present or has not been completed; or
    - xi) does not otherwise comply with the MyPost Deliveries Requirements.
- 3.6. **Dropping off Parcels for Lodgement in Australia Post's Network.** When dropping off a parcel for delivery by us using a Parcel Locker, lodgement is deemed to have occurred at the time when a suitable parcel is collected by us from the Parcel Locker. We will use our reasonable endeavours to collect all suitable parcels dropped off in a Parcel Locker for carriage on the next business day. You will need to allow an extra day to the delivery guidelines as published on our website. You cannot drop off more than one parcel in a single Parcel Locker. To drop off multiple

parcels, separate Parcel Lockers are needed for each one, and you will need to obtain an access code for each parcel.

3.7. **Express Post parcels.** The Express Post guaranteed delivery times don't apply to parcels dropped off at a Parcel Locker for carriage using our Express Post Service, and you need to allow an extra day to the Express Post guaranteed delivery times.

3.8. **What articles can be lodged in a Parcel Locker.** To be suitable for lodgement in a Parcel Locker for carriage by Australia Post, the article must:

- (a) be a parcel that has been prepaid for carriage by post with the applicable postage paid, imprint, stamp, label or barcode affixed on the parcel satchel;
- (b) not exceed a weight of 16kg;
- (c) fit within the size limitations for the relevant Parcel Locker as set out in the MyPost Deliveries Requirements;
- (d) if dropping off international parcels for lodgement, a signed customs declaration label must be affixed to the parcel; and
- (e) otherwise comply with the MyPost Deliveries Requirements.

3.9. **We may refuse to accept lodgement in a Parcel Locker.** We reserve the right to refuse lodgement of any article dropped off in a Parcel Locker on reasonable grounds, including, but not limited to, where the article does not comply with clause 3.8, or falls within the restrictions set out in clause 3.5 (other than clause 3.5(b)(iii)).

3.10. **Handling of Unsuitable Parcels.** Any parcel which does not meet the requirements of clauses 3.5, 3.8 or 3.9 is deemed unsuitable for the Parcel Locker Service. You will be notified of any unsuitable parcel in accordance with clause 18.1, and such items will be handled as follows:

- (a) unsuitable items addressed to you for collection will be transferred to a reasonably proximate Parcel Collect

Facility for you to collect; and

- (b) unsuitable items dropped off for lodgement in our network will be transferred to a reasonably proximate Parcel Collect Facility for collection by you.

3.11. **No guarantee of access or availability.** The Parcel Locker Service is offered subject to availability at a given time. You acknowledge and agree that, to the extent permissible under law, we do not guarantee, warrant or represent that:

- (a) there will be, at any given time, sufficient numbers of appropriately sized Parcel Lockers at the Australia Post facility that you've nominated to ensure that a parcel can be dropped off in or collected from a Parcel Locker at that nominated facility; or
- (b) Parcel Lockers at any given facility will always be in service or otherwise available for use.
- (c) In such circumstances, if it is not possible for us to load a parcel addressed to you for collection, a second attempt may be made to load the Parcel later, and if again unsuccessful, it will be transferred to a reasonably proximate Parcel Collection Facility for you to collect over the counter, and you will be notified under the provisions of clause 18.1.

3.12. **No Signature on Delivery.** When a parcel is accepted by us for delivery to a Parcel Locker which may require Signature on Delivery, you agree that we will not obtain or require a signature to evidence delivery of the parcel. The entry of a receiver's AP User Account details and the Access Code will be regarded as evidence of delivery.

3.13. **Relocation of parcel for collection.** If you don't collect your parcel from a Parcel Locker by the date and time specified in the notification we provide, the parcel will be transferred from that Parcel Locker to a Parcel Collect location. If you don't collect your parcel from the Parcel Collect location by the

time specified in the notification, it will be returned to the sender.

#### 4. Parcel Collect Service Conditions

##### 4.1. When we may refuse delivery - Parcel

**Collect locations:** We reserve the right to refuse carriage or delivery of an item using the Parcel Collect service on reasonable grounds, including but not limited to, where the item falls within the restrictions set out in clause 3.5.

4.2. **Handling of Unsuitable Parcels.** Any parcel which does not meet the requirements of clause 4.1 is deemed unsuitable for the Parcel Collect Service, and the sender will be notified accordingly at the point of lodgement. In relation to any unsuitable parcel which is accepted by us for delivery to you, we will notify you in accordance with clause 18.1. but you will nonetheless be able to collect such parcel. In the case of incorrectly addressed parcels, and parcels not collected from the Parcel Collect location by the time specified in your notification, these will be returned to sender.

#### 5. Post Office Box Conditions

5.1. **Deliveries to Post Office Boxes.** If you hold a post office box, you may request that your parcels be delivered to your Post Office Box using your AP User Account. You may also manage your post office box using your AP User Account; further details can be found at the [Post Office Box webpage](#). The post office box terms and conditions in the Australia Post General Terms and Conditions apply to all parcels delivered to post office boxes.

#### 6. Safe Drop Feature

6.1. **Safe Drop Deliveries.** You may request that individual parcels addressed to you be left in a safe location at your street address using your AP User Account. The Safe Drop provisions of clause 4.17 of the Australia Post General Terms and Conditions apply to all deliveries for which Safe Drop has been requested.

6.2. **Setting a Preference.** You also have the option of setting the Safe Drop Service as your delivery preference for all eligible parcels

addressed to a street address using your AP User Account. If you set this option, we will send a notification under the provisions of clause 18.1. Once set, all parcels which are eligible for Safe Drop will be delivered in accordance with your Safe Drop Preference. Any cancellation of your Safe Drop Delivery Preference will only affect parcels which haven't yet been lodged in our network.

##### 6.3. Safe Drop unavailable for certain Deliveries.

We may be unable to Safe Drop your parcel for the reasons in clause 4.17 of the Australia Post General Terms and Conditions, and also for parcels:

- (a) for which the sender has not provided us with either your email address or mobile phone number enabling them to be linked to your AP User Account; and
- (b) parcels which the sender doesn't permit to be left unattended.

#### 7. In-Flight Parcel Re-direction

7.1. **In-Flight Parcel Re-direction.** You have the option of selecting an alternative delivery address for eligible parcels addressed to a street address, by selecting this option when you receive tracking notifications for that parcel, or by selecting this option in your AP User Account. An alternate delivery address may be an alternate street address, your registered Parcel Locker address, your registered Parcel Collect address or a Post Office Box.

7.2. **Applicable to eligible parcels.** In-flight Parcel Redirection is only available for parcels for which the sender has provided Australia Post with either your email address or mobile phone number enabling them to be linked to your AP User Account, and parcels which the sender allows to be re-directed.

7.3. **Delayed Delivery.** Use of the In-flight Parcel Redirection service will result in delivery of your parcel being delayed. We will use reasonable efforts to advise you of a new estimated delivery date at the time you select your alternate delivery address.

#### 8. Parcel Matching

- 8.1. To provide the features and options available using your AP User Account and to assist us to determine that you are the trusted receiver of a parcel, we will use reasonable endeavours to check that your AP User Account details (name, mobile phone number, email address, and delivery address) match the details provided by the sender.
- 8.2. If matched, you will be able to access any delivery options for which you may be eligible and more detailed tracking information will be provided, along with further information such as sender details, your selected Parcel Locker or Parcel Collect delivery address and tracking notifications in accordance with your notification preferences.

## 9. Just Send It Feature

- 9.1. The Just Send It feature is available using your AP User Account to prepare and purchase postage labels for sending parcels, by following the prompts and links on the MyPost Platform. You will be asked to accept the Online Sending Terms of Use when you first use the Just Send It feature, which apply to the Just Send It feature, and which can be found [here](#).

## 10. Tracking Feature

- 10.1. We will use reasonable endeavours to provide tracking notifications where possible in relation to all of your eligible parcels. Using your AP User Account, you will be able to set notification preferences for the notifications you wish to receive where the Tracking feature is available, including the selection of your preferred form of notification and de-selection of previously advised notification addresses. The Tracking feature provisions of clause 4.15 of the Australia Post General Terms and Conditions applies to our provision of the Tracking feature.
- 10.2. **Tracking information:** Where we're supplied information from a merchant that does not exactly match your registered details, or where the addressee's details you provide do not match the addressee's registered details, we may not be able to provide Tracking notifications or you or your addressee may not

receive complete or accurate tracking notifications.

- 10.3. **No Guarantee:** While we will use reasonable endeavours to provide accurate Tracking notifications, we do not guarantee you will receive any or all Tracking notifications or Tracking notifications in the correct order.

## 11. Fees and charges

- 11.1. **Application of fees.** Both Parcel Lockers and the Parcel Collect feature are provided free of charge, however we reserve the right to apply fees (or vary then-current fees) for the provision of one or both of Parcel Lockers and the Parcel Collect feature. If we determine that a fee should apply or should be varied, we will give you notice in accordance with clause 18.1 of the fee that will be payable and the date on and from which that fee (or the varied fee) will apply.
- 11.2. **Fees for Services.** Fees may apply to certain MyPost Deliveries Services that you select, such as the Just Send It feature. These fees will be clearly displayed on the MyPost Platform or linked websites, and you'll be given the opportunity to review and accept the fees before being charged. These fees will be revised from time to time, and notification provided either under clause 18.1 or otherwise as applicable to our retail price changes generally, in the case of the Just Send It feature, and any other Services available to all retail customers.
- 11.3. **Acceptance.** Your continued use of the MyPost Deliveries Services following the date we introduce or increase any fee will mean you accept and agree to pay the relevant fee in consideration of the continued provision of the Services.

## 12. Customer warranties and obligations

- 12.1. **Supply of Data.** You warrant that all Data provided by you to us in connection with the MyPost Deliveries Service is accurate, complete and up-to-date, and in using the Service, and any postal delivery service or feature ordered or requested through the Service, you will comply with:



- (a) the MyPost Deliveries Requirements; and
- (b) all applicable laws, regulations and directions of government or governmental authorities.

12.2. **Refusal of requests, instructions or information.** We may refuse to accept requests, instructions or information submitted through the Service where:

- (a) we reasonably consider that such requests, instructions or information are illegible, incorrect, or ambiguous; or
- (b) we have reasonable grounds for believing that your use of the Service, or request for supply of a postal delivery service is, or could be, fraudulent or unlawful either in Australia or in another country through which your parcel may transit, or to which that parcel may be consigned.

### 13. Exclusion of Warranties

13.1. **No warranty or guarantee.** While we use reasonable efforts to make the MyPost Deliveries Service available to you on a continuous basis and without interruption, to the maximum extent permitted by law, Australia Post disclaims, and does not make, any representation or warranty of any kind in respect of the Service, including without limitation:

- (a) we make no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Service, or any internet service provider services, unless specifically stated otherwise;
- (b) we will not be liable if the Service, or any information obtained via the Service, is inaccurate, outdated or incorrect; and
- (c) we are not liable if the Service is unavailable for any reason beyond our reasonable control, including as a result of:

- i) a telecommunications interruption, delay, bottleneck, failure or fault;
- ii) negligent, malicious or wilful acts or omissions by third parties (including our third party service providers);
- iii) maintenance or repairs of the systems used in connection with the provision of the Service carried out by us or any third party service provider; or
- iv) services provided by third parties becoming unavailable.

13.2. **Non-excludable Conditions.** Nothing in these Terms of Use, including clause 13.1, 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).

13.3. **Re-supply or Refunds only.** 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.

### 14. Limitation of Liability and Customer Indemnity

14.1. **No Liability.** Subject to clauses 13.2, 14.2 and any other relevant clause in applicable terms and conditions 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 Online Sending Service, including:

- (a) losses arising from the unavailability of, or your inability to use the Service,
- (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;
  - (e) any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.
- 14.2. **Exceptions.** Clauses 13.1 and 14.1 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.
- 14.3. **Customer Indemnity.**
- (a) Subject to clause 14.3(b) and any clause in applicable terms and conditions 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 MyPost Deliveries Terms of Use.
  - (b) Your liability to us under clause 14.3(a) is reduced proportionally to the extent that Loss was caused or contributed by us.
- 14.4. **Events Beyond Control.** Neither party will be in default under these Terms & Conditions, or liable for failure to observe or perform in accordance with these Terms & Conditions, where such default or failure is caused by an Event Beyond Control.
- 15. Termination**
- 15.1. We may at any time, without cause, in our sole and absolute discretion, suspend or terminate either your use of the Service, or the Service in its entirety. We will provide you with prior written notice under clause 18.1. Unless we have an entitlement to suspend or cancel transactions that have been initiated through the Service by you (such as under these Terms of Use or the Australia Post General Terms and Conditions), all such transactions commenced before any account suspension or termination will be completed by us.
- 15.2. To the extent permitted by the law, and subject to clause 13.2 and clause 14.2, we will not be liable to you for any loss, damage, cost or expense you may incur as a result of the suspension or termination of your use of the Service, or the Service generally, unless the suspension or termination occurs as a direct result of our gross negligence, fraud or wilful misconduct.
- 15.3. You may, at any time, without cause, terminate your use of the MyPost Deliveries Service, by giving us notice of your election to terminate. By terminating, you will cease to have access to the Service, save that, provided that no amounts are owing by you to Australia Post in respect of your use of the Service, or any postal, delivery or other services that may be ordered through the use of the Service, any incomplete service or delivery instructions which exist at the time of any such termination will be completed and effected in full irrespective of any such termination.
- 16. Use of Data and Privacy**
- 16.1. You grant to us an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, adapt, and communicate the Data (and all data and information comprised in the Data), and to sub-license third parties to do those things, to enable us to:
- (a) provide the MyPost Deliveries Service; and
  - (b) perform statistical and other analyses that are reasonably relevant to our business purposes.
- You warrant to us that you have all rights

necessary to grant us this licence in relation to information that you provide to us.

- 16.2. **Sharing of information:** You acknowledge and agree we may share your Data with your selected retailers. We will only share your Data to the extent necessary to provide the MyPost Deliveries Services or otherwise in accordance with the AP User Account Terms of Use.
- 16.3. You acknowledge that:
- (a) we collect personal information (including your personal information) to register and maintain your AP User Account, to enable us to provide the MyPost Deliveries Service, and to provide postal, delivery and other services and/or provide information as to how we can support you, and that, without this information, we will not be able to provide those services; and
  - (b) we may share your personal information with certain third parties contracted to assist in the provision or administration of the Services (which may include contracted service providers located outside Australia including Japan and the United States).
  - (c) Your personal information will be handled by us in accordance with Australia Post's Privacy Policy and will not be disclosed except as required or authorised by law, or in accordance with our Privacy Policy. Our Privacy Policy outlines how to access and/or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne VIC 3001 for any privacy related queries

## 17. Intellectual property rights

- 17.1. All Intellectual Property Rights of any kind, whether registered or unregistered, in the MyPost Deliveries Service, the MyPost Platform and any works, images, designs, software or other material appearing on, or forming part of, the Service, is the sole property of, and/or vests in Australia Post and its third party licensors.

You must not reproduce or authorise the reproduction of any component of the Service without our prior written approval.

## 18. General

- 18.1. **Notices:** We will generally communicate with you electronically, including by notifications published on the MyPost Platform, your AP User Account, e-mail, SMS, by push notifications to the AP App, or by a combination of these methods. 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.
- 18.2. **Variation:** We reserve the right to revise and amend these Terms of Use or vary the MyPost Deliveries Service 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 will make any changes immediately without notifying you. We will publish the amended Terms of Use on the MyPost Platform; 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 18.1.

Your continued use of the Services 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 this agreement in accordance with clause 15.3.

- 18.3. **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.
- 18.4. **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).

18.5. **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.

## 19. Definitions

**AP App** means the Australia Post application available for download and use on mobile phones and other devices (both iOS and Android), as modified or updated from time to time, and including any successor application that may be implemented to replace the AP App.

**AP User Account** and **Account** means an account registered by you on the MyPost Platform or when downloading the AP App for the purpose of using the MyPost Deliveries Services.

**AP User Account Details** includes the name, mobile phone number, email address you have provided in connection with your AP User Account, and includes the Parcel Locker and Parcel Collect delivery addresses you have selected.

**AP User Account Terms of Use** mean the AP User Account Terms of Use [\[link\]](#)

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

**Australia Post General Terms and Conditions** means the Australia Post General Terms and Conditions made under section 32(1)(b) of the Australian Postal Corporation Act 1989, which can be found [here](#).

**Customer** means any person including any Business who registers for an AP User Account and who accesses or uses the My Post Delivery Services.

**Data** means information and data, including personal information, that you provide to us for the purpose of maintaining your MyPost account and/or using the

Services, including information and data with respect to third parties, such as your selected retailers and addressees, and any other data we may collect (such as user generated information or user behaviour information) which we may collect in accordance with our Privacy Policy.

**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.

**Extra Cover** means the Australia Post feature under which Australia Post, for a prescribed fee, agrees to compensate you if a parcel covered by Extra Cover is lost or damaged in transit subject to the terms and conditions Section 3 and the Extra Cover Schedule of the Australia Post Terms and Conditions.

**Express Post** is defined in the Australia Post Terms and Conditions.

**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 the Customer has contravened any laws.

**In-Flight Parcel Re-direction** means the service set out in clause 7.

**Item** and **parcel** are used in these Terms of Use as those terms are used in the Australia Post General Terms and Conditions.

**Just Send It** means the feature available on the MyPost Platform which enables you to purchase and print a postage label for sending a parcel.

**MyPost Deliveries Requirements** means all

requirements and instructions published or displayed on the MyPost Platform, and includes any signage at the Parcel Locker or Parcel Collect location.

**MyPost Deliveries Service and Service** means:

- (a) the Parcel Locker Service;
- (b) the Parcel Collect Service;
- (c) Post Office Boxes;
- (d) the Safe Drop Service;
- (e) Safe Drop Delivery Preferences;
- (f) In-Flight Parcel Re-direction; and
- (g) Parcel Matching;
- (h) the Just Send It feature; and
- (i) and any other service, feature or functionality which we may add from time to time.

**MyPost Platform** means the MyPost Consumer website and platform and associated pages which can be found [here](#), and other associated websites at which we provide the Services, and includes the AP App.

**Parcel Collect Facility** means a Post Office or other location designated by us on the MyPost Platform where parcels can be collected by a customer using the Parcel Collect feature, which is more fully described on the MyPost Platform.

**Parcel Collect** means the parcel collection feature provided by us where certain parcels can be addressed to a Parcel Collect Facility for collection by you, which is more fully described on the MyPost Platform.

**Parcel Locker** means an Australia Post parcel locker provided by us as part of the Parcel Locker Service, further details of which can be found on the MyPost Platform.

**Parcel Locker Service** means the Parcel Locker service provided by us where certain parcels can be dropped off by a customer in a Parcel Locker for carriage by us, or can be addressed to a Parcel Locker for collection by a customer, which is more fully described on the MyPost Platform.

**Parcel Matching** means the service set out in clause 8.

**Participating Post Offices** means those Post offices from time to time from which you can access and use the MyPost Deliveries Services, including the Parcel Collect feature.

**Postage Label** means a label either designating the value, and payment, of postage for a parcel consigned for delivery, generated when using the Service, whether printed by you or otherwise.

**Privacy Policy** means the Australia Post Privacy Policy found [here](#).

**Prohibited and Restricted Items** means parcels which are either absolutely prohibited from carriage by post, or goods which can only be carried by post subject to certain specific conditions (such as licensing, special packaging and declaration of contents), as described in the Australia Post General Terms and Conditions, more detailed information of which is set out in the Prohibited & Restricted Items List found [here](#).

**Safe Drop** means the Safe Drop feature set out in clause 4.3(e) of the Australia Post General Terms and Conditions

**Safe Drop Delivery Preference** means the preference set by you under clause 6.

**Signature on Delivery** means the signature on delivery feature set out in clause 4.17 of the Australia Post General Terms and Conditions.

**Tracking Feature** means the tracking feature set out in clause 4.15 of the Australia Post General Terms and Conditions.

