

Equifax - Product Terms and Conditions – IDMatrix Services

Part A - IDMatrix® Services Conditions of Use

1. Definitions

In these Conditions of Use:

AML/CTF Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Analytics Services means the analytics and reporting services set out in the Customer's Pricing Plan.

Applicant means an individual who applies for or who consumes a Customer Product.

Application means an Applicant's application for a Customer Product.

Approved Purpose means:

- (a) verifying an Applicant's identity and conducting a fraud assessment in respect of an Applicant in compliance with the Customer's obligations under the AML/CTF Act, including in relation to an Application for or use of a Customer Product where the Customer Product is subject to the AML/CTF Act; or
- (b) otherwise verifying an Applicant's identity and/or conducting a fraud assessment in respect of an Applicant for the purposes of the Customer's other legal and governance obligations.

Configuration means setting up the Customer's IDMatrix® profile and includes without limitation:

- (a) the selection of identity verification sources;
- (b) the order in which those sources are searched;
- (c) the identity verification rules;
- (d) the selection of fraud assessment sources;
- (e) the relative importance of those sources searched;
- (f) the fraud assessment rules; and
- (g) the overall IDMatrix® rules based on the identity verification and fraud assessment results,

determined by the Customer in consultation with Equifax.

Customer Product means a financial or other product or service offered by the Customer.

Fraud Assessment Services means the fraud assessment services set out in the Customer's Pricing Plan.

ID Verification Services means the identity verification services set out in the Customer's Pricing Plan.

IDMatrix® Request means a request by the Customer to Equifax for Equifax to verify an Applicant's details or to conduct a fraud assessment in respect of an Applicant using the IDMatrix® Service.

IDMatrix® Service means Equifax's electronic customer verification and fraud assessment service, IDMatrix®, comprising:

- (a) Implementation Services;
- (b) ID Verification Services;
- (c) Fraud Assessment Services;
- (d) Analytics Services; and
- (e) Support Services.

Implementation Services means the Configuration and implementation of the Customer's access to the IDMatrix® Service, as more fully set out in Statements of Work agreed by the parties from time to time.

Pricing Plan means the list of Prices for the components of the IDMatrix® Service set out in this Agreement.

Statement of Work means a statement of work detailing Implementation Services and other services required by the Customer from time to time substantially in the form set out in Annexure 2.

Support Services means the support and maintenance services set out in Annexure 1.

2. IDMatrix® Service

- 2.1. Equifax will provide the Customer with the IDMatrix® Service during the Term.
- 2.2. From time to time during the Term of this Agreement, the parties may execute Statements of Work relating to Implementation Services, including in respect of additional instances of the IDMatrix® Service and Configurations using additional datasets, and for consultancy services, which Equifax will supply to the Customer, and the Customer agrees to accept from Equifax, on the terms and conditions of this Agreement and the contract formed by the executed Statement of Work.
- 2.3. Any changes to the IDMatrix® Service required by the Customer will be documented in writing by way of change request, detailing the changes and any agreed costs associated with the changes.

3. Acknowledgements

- 3.1. Where the Customer's Configuration requires access to third party datasets, the terms and conditions of use of those third party datasets will apply, in addition to these terms, including as follows:
 - 3.1.1. If the Customer wishes to use the Commonwealth Department of Home Affairs' Document Verification Services (**DVS**) including access to the documents set out in Part B2, the Customer must complete the DVS Business User Application Form set out in Part B3 and the DVS Access and Eligibility Form set out in B4 noting Equifax as its Gateway Service Provider and agrees to comply with the DVS Business User Conditions in Part B1. The Customer agrees that:
 - 3.1.1.1. in order to use the DVS, the Customer must be and during the Term remain a DVS Business User;
 - 3.1.1.2. all disclaimers, exclusions, limitations of liability and indemnities in the DVS Business User Conditions enure for the benefit of, and can be directly enforced by, the DVS Manager; and
 - 3.1.1.3. any failure by the Customer to comply with the DVS Business User Conditions may result in termination of the Customer's access to the DVS.
 - 3.1.2. For the purposes of the address type-ahead functionality and the address validation components of the IDMatrix® Service which use Australia Post-licensed address data, the Customer agrees to comply with the Geocoder licence terms in Part C.

- 3.1.3. If the Customer wishes to use the Queensland Registry of Births, Deaths and Marriages, acting as Australian Coordinating Registry (**ACR**), Australian Death Check (**ADC**) service, the Customer must complete an ADC Agency User Application Form (available from Equifax on request) nominating Equifax as the Customer's Data Service Broker (**DSB**) and be approved as an ADC user by the ACR and agree to comply with the ADC User Terms and Conditions of Use set out in Part D (**ADC Terms**). The Customer acknowledges that the ACR may refuse, suspend or terminate the Customer's access to the ADC in accordance with the ADC Terms.
- 3.1.4. The Department of Immigration and Border Protection's Visa Entitlement Verification Online (**VEVO**) service is available through Equifax only to financial institutions to determine a person's residence status in order to assess the person's eligibility to open new accounts or for finance.
- 3.1.5. Without limiting Equifax's Terms of Supply, in respect of access to Commonwealth datasets and related services, the Customer acknowledges as follows:
 - 3.1.5.1. The Commonwealth may change, suspend or discontinue any aspect of the relevant services at any time and impose limits on features and services or restrict access to services without notice or liability.
 - 3.1.5.2. The Commonwealth may terminate access to services at any time, immediately and without notice.
 - 3.1.5.3. The Commonwealth will not be liable to pay compensation for or related to termination of access to services.
 - 3.1.5.4. Unauthorised use or permitting unauthorised use of services could result in criminal prosecution.
 - 3.1.5.5. The Commonwealth provides data and services on an 'as is' and 'as available' basis.
 - 3.1.5.6. The Commonwealth:
 - 3.1.5.6.1. makes no representations or express or implied warranties (to the extent permitted by law) that the content of and information accessed through services is accurate, complete, reliable, correct or free from error or omission; and
 - 3.1.5.6.2. makes no representations about the suitability of information provided through any service for any particular purpose, and Customers must make their own judgements about those matters and seek independent advice before taking any action based on information accessed via Commonwealth services.
 - 3.1.5.7. To the extent permitted by law, the Commonwealth does not warrant that any services will be available at any particular time or location or that access to service will be uninterrupted error-free.
 - 3.1.5.8. To the extent permitted by law, the Commonwealth is not liable and excludes all responsibility for, and Customers have no claim against the Commonwealth in respect of, any direct or indirect loss as a result of use of or inability to use any services or reliance on or use of services or that result from mistakes, omissions, interruptions, deletions, errors, defects, delays in operation, or transmission, or failure of performance, including as a result of negligence on the part of the Commonwealth, its agents, officers or employees.
 - 3.1.5.9. The Commonwealth owns the copyright in all materials accessed through its data services and Customers may only use any of the material accessed through the services for the purposes for which it is made available.
- 3.2. Where the Customer's Configuration includes access to other Equifax datasets and services, such as:
 - 3.2.1. Shared Fraud Database (FraudCheck);
 - 3.2.2. PEP and Sanctions Screening (Global Screening);
 - 3.2.3. Device Intelligence (ThreatMetrix);
 - 3.2.4. Biometrics (OCR Labs); or
 - 3.2.5. Email Risk (Emailage),
 the use of those datasets and services is subject to additional conditions of use which will be documented as separate Attachments to this Agreement.
- 3.3. The Customer acknowledges that:
 - 3.3.1. terms and conditions of certain third party datasets (such as DVS) may require that an Applicant has to conduct identity verification in the Applicant's own name;
 - 3.3.2. the IDMatrix® Service provides the means by which Equifax can conduct identity verification as an Applicant's agent; and
 - 3.3.3. the Customer must obtain the authority of the Applicant for Equifax to act as the Applicant's agent in accessing relevant third party datasets for identity verification.
- 3.4. The Customer acknowledges that access to credit header data and Australian Electoral Role data is only available in respect of Applicants for Customer Products which are subject to the AML/CTF Act. Where the Customer's Configuration includes access to credit header data and Australian Electoral Role data, the Customer warrants that the Customer Product in respect of which that data is accessed in relation to an Applicant is subject to the AML/CTF Act and the Customer agrees to make available to Equifax evidence that the Customer Product is so subject on request.

4. Consents

- 4.1. The Customer:
 - 4.1.1. must obtain the informed consent of each Applicant for the provision of the IDMatrix® Services;
 - 4.1.2. must, where the services require access to third party datasets, also obtain the informed consent of each Applicant to the provision, access and use of all personal information relating to the Applicant that is necessary for Equifax to access the third party datasets;
 - 4.1.3. warrants that it has obtained the relevant consents from each Applicant prior to accessing the IDMatrix® Service in respect of that Applicant; and
 - 4.1.4. must keep proper records of all such consents and provide Equifax with access to such records promptly upon request.
- 4.2. Without limiting clause 4.1.2:
 - 4.2.1. For the purposes of access to the DVS, the Customer:
 - 4.2.1.1. must ensure that each individual providing their details confirms they are authorised to provide those details to the Customer and is informed of the purpose for which that information is sought and will be used, including that:

- 4.2.1.1.1. the information will be subject to an information match request;
 - 4.2.1.1.2. the information match request, the information match result and other information match data and access to and use of the DVS, may involve use of third party systems and services; and
 - 4.2.1.1.3. if relevant, information provided to or by the Customer in or from Australia will be transmitted to New Zealand or vice versa; and
 - and the individual must provide their express consent for that use and accessing that information, and as relevant, transmission, prior to any such use, access or transmission being initiated or made by the Customer and the Customer must keep full and proper records of all such disclosures, confirmations and consents.
 - 4.2.2. For the purposes of access to VEVO, the Customer:
 - 4.2.2.1. must obtain the informed consent of the individual about whom each inquiry is made each time VEVO is accessed in relation to that person and must clearly explain to the person:
 - 4.2.2.1.1. the purpose of the inquiry;
 - 4.2.2.1.2. the information to be obtained;
 - 4.2.2.1.3. the fact that the person's details will be provided to VEVO in order to make the inquiry and VEVO may make those details available to other government agencies; and
 - 4.2.2.1.4. the fact that if the person is not entitled to be in Australia, the Commonwealth may use information obtained from VEVO to locate the Person so that he or she can make an informed decision about whether to allow access their personal information.
- The Customer is expressly prohibited from using VEVO to make enquiries about a person if that person's consent has not been obtained.

5. Limitations

- 5.1. The Customer must:
 - 5.1.1. not use the IDMatrix® Service or any data generated by use of the IDMatrix® Service, for any purpose other than the Approved Purpose;
 - 5.1.2. not resell the IDMatrix® Service or any data generated by use of the IDMatrix® Service (whether or not other information or services are added to it and whether or not it is incorporated into another service or other data);
 - 5.1.3. not change, delete or alter the data contained in the metadata fields of the data provided by Equifax as part of the IDMatrix® Service; and
 - 5.1.4. comply with other reasonable product and service compliance requirements which Equifax may notify to the Customer from time to time.
- 5.2. The Customer must not:
 - 5.2.1. modify, adapt, develop, translate, reverse compile, reverse engineer, reproduce, decompile, disassemble, create derivative works from, otherwise create or attempt to create the source code from the object code, lease, rent, or attempt to do any of these things or permit a third party to or to attempt to do any of these things in relation to all or any part of the Services;
 - 5.2.2. circumvent or attempt to circumvent any technology protection measures which control access to or use of the Service;
 - 5.2.3. send IDMatrix® Requests for the purpose of monitoring Applicants;
 - 5.2.4. access data not intended for the Customer or log into a server or account which the Customer is not authorised to access use the Services for any unlawful purpose or in any unlawful manner; or
 - 5.2.5. permit any person to access the Services other than the Customer's employees, agents, representatives and/or consultants who reasonably require such access.

6. Compliance with Applicable Laws

- 6.1. Where the Customer is subject to the AML/CTF Act, Customer acknowledges that while the IDMatrix® Service is intended to assist Customer to comply with the AML/CTF Act, the obligation to comply with the AML/CTF Act remains with Customer, including obligations with respect to identity verification, reporting and record keeping.

Annexure 1 – Support Services

General Support Services

EQUIFAX provides the Customer with advice, support and technical maintenance to resolve failures in respect of the IDMatrix® Service.

The ongoing support services are provided by EQUIFAX’s help desk, technical services group or product development teams.

The EQUIFAX help desk provides a first point of contact for all enquiries, reports of problems, reports of failures from the Customer in relation to the Service. The EQUIFAX help desk performs the following support services:

- records all such contacts and produces periodic reporting summarizing number and types of calls, calls with response outside defined support services, and analysis of calls;
- manages rectification of service failures;
- categorizes all contacts with respect to their level of criticality;
- provides advice and answers to queries with respect to the IDMatrix® Service;
- passes on to EQUIFAX’s technical services any contacts deemed to require its involvement;
- recommends the Customer undertake training where the Customer persists with enquiries which do not relate to failures in the IDMatrix® Service.

Support Services Working Hours

The ongoing support services are available 24 hours, 7 days per week.

Support Services Procedures

A. Help Desk - General

Service Description

The EQUIFAX help desk service provides assistance in the use of the IDMatrix® Service and for reporting all IDMatrix® Service failures. Training or what would reasonably be considered general consulting assistance is not included.

Help Desk Response

“Help Desk Response” means the establishment of direct verbal communication between the EQUIFAX help desk staff and the Customer’s calling representative.

B. Help Desk - Call Recording and Reporting

All calls to the EQUIFAX help desk are entered during the Help Desk Response by EQUIFAX help desk staff in a log which records:

- Nature of call
- Call category**
- Criticality
- Time call placed
- Customer representative placing the call
- Time of call back or immediate
- Service comments

Sufficient details must be provided by the Customer to EQUIFAX. The EQUIFAX help desk may request a fax or e-mail with details in relation to the enquiry including supporting information.

At the Customer’s request, EQUIFAX can produce a monthly report summarizing:

- Number of calls
- Number of service and calls with response outside defined support services
- Summary of general service comments.

C. Help Desk - Call Categorization

For each incoming call, the EQUIFAX help desk assigns a criticality assessment (as per table below) and advises the Customer representative placing the call.

Severity Level 1	<p>Total failure of the EQUIFAX core system or loss of business functionality critical to multiple subscribers.</p> <p>For example:</p> <ul style="list-style-type: none"> ● Core system unavailable ● Access Method unavailable (Internet, EQUIFAXXML)
Severity Level 2	<p>Single customer serious failure or inhibited performance of a system function impacting multiple customers or component where no workaround acceptable to the customers is available.</p> <p>For example:</p> <ul style="list-style-type: none"> ● Third-party database unavailable ● Customer-specific infrastructure failure

Severity Level 3	<p>Failure or inhibited performance of an individual function or component affecting one or more users for which an acceptable workaround is available.</p> <p>For example:</p> <ul style="list-style-type: none"> • Test or Education Region problem • Single desktop at a customer site unable to access services • Request for extended availability
Severity Level 4	<p>Low or non-impact issue or cosmetic problem where a fix can be scheduled within an agreed time.</p> <p>For example:</p> <ul style="list-style-type: none"> • Website help menu problem • Printed report format issue

D. Customer's Responsibilities

The Customer will provide a "help desk" to act as the first point of contact for all Customer users in the event of questions or problems. This Customer help desk will be responsible for:

- (a) performing initial problem diagnosis to determine whether the problem results from a user error, or lies within the communications network or the IDMatrix®Service;
- (b) with respect to non-emergency requests for support services, the Customer is entitled to nominate no more than two (2) members of staff who will serve as the primary contact points for EQUIFAX's help desk in the event that the Customer reasonably considers that a failure lies within the IDMatrix®Service;
- (c) receiving and acting promptly upon the assistance, advice and recommendations provided by EQUIFAX where the Customer reasonably considers that action is appropriate;
- (d) assisting EQUIFAX in carrying out any further problem determination or diagnosis procedures that may be required which may include the collection and transmission of evidence (either relating to the failure or its impact on the Customer's business), reasonably requested by EQUIFAX;
- (e) providing EQUIFAX with confirmation that a IDMatrix®Service problem is resolved.

Technical Support

EQUIFAX will provide to the Customer periodic updates to the ID Matrix Service.

- (a) The parties acknowledge that in order to ensure the continued operation of the IDMatrix®Service it is necessary for EQUIFAX to carry out scheduled maintenance which may cause the IDMatrix® Service to be unavailable for a period of time. The parties will work together to ensure that any scheduled maintenance is carried out at a time that will cause minimal disturbance to the Customer and EQUIFAX's other customers.

The parties acknowledge that the internet is an unstable environment. EQUIFAX will not be responsible for or bear any Liability in relation to any period of time that the IDMatrix® Service is unavailable due to software, hardware or telecommunications problems that are not caused or contributed to by EQUIFAX including a disruption to internet services or the Customer's website. EQUIFAX must report unavailability of the IDMatrix® Service to the Customer within 60 minutes of it occurring.

CBO Conditions of Use

- 1.1 You can only use the reports and information we supply you for your own internal business use and for the purpose that we supply them for. You must not re-sell, re-package or otherwise re-use our information in any other way.
- 1.2 If we deliver reports electronically, you can save them onto your system, or print them for your file. If you access our services by direct link and we deliver information to you by a stream of data you can copy the information onto your system and reprocess it, for example as part of your credit approval process. You agree that you will not reproduce, modify or adapt our reports and information in any other way.
- 1.3 We have copyright in the compilation of the information we use to supply our information services to you, and in the reports we supply to you when you use our information services.
- 1.4 We have developed information technology, software and documentation that we may use to provide the information services to you, and we have copyright and other rights in those items. You agree that you will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.
- 1.5 We collect information from you when you request our information services, such as the information you enter in a search enquiry. You acknowledge that the quality of our services and information returned to you relies on the information you provide us in your request for the particular service.
- 1.6 You agree to provide any notifications to individuals or obtain any consents that are required under the Privacy Act before you request our information services.
- 1.7 Once you give information to us, we can use that information to supply our information services to you and others, and as otherwise permitted by the Privacy Act. You grant to us a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence to use and sublicense the whole or any part of that information for those purposes. You warrant that your provision of information and the use by us of that information in accordance with this agreement will not infringe the intellectual property rights or other rights of any person. Because our information services rely on the information we collect, we do not usually remove any information from our systems, subject to our obligations under the Privacy Act. Information is updated where it is proven (to our satisfaction) not to be accurate, up to date or complete.
- 1.8 You agree to make sure that all the information you give us is accurate, up to date, complete and not misleading.
- 1.9 When we provide the information services to you, we rely on information provided to us by others. You acknowledge 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.
- 1.10 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.

To the extent we are able to at law, we exclude all statutory or implied representations, conditions, warranties and terms relating to the information services or this agreement. We do not exclude any such representations, conditions, warranties or terms to the extent we are prohibited by Law from doing so (including under the Australian Consumer Law).