

Vix Verify / greenID™ Electronic Verification Solution

End User Terms and Conditions

2. Product and Services

3.2 You and your Users may use the Services and the Product for the Term for the Purpose. You must not, and must ensure that your Users are advised of the Purpose and that they must not use the Services or the Product for any other purpose.

3.3 Upon execution of the Agreement, we grant you and your Users a revocable, non-exclusive, royalty-free, non-transferable licence to use the Services and the Product for the Term and only for the Purpose.

3.4 The terms of this Annexure and the Agreement apply to the Product (or any update of it made by or on behalf of you).

3.5 You must not distribute, market, re-license, sub-licence, rent, lease, adapt, translate, enhance, modify, reproduce, decompile, disassemble, reverse engineer, create derivative works of or translate the whole or any part of the Services or Product, nor shall you merge the Product into any other product other than in accordance with the Agreement.

3.6 Except for the licence grant set out in clause 3.3, you shall have no rights or interest in the Services (including the Product) or Documentation. Nothing in the Agreement or the Annexures shall constitute a licence or grant of any rights to you or your Users, with respect to any trade mark, service mark, trade name, patent, copyright, trade secret or any other intellectual property right in relation to the Product or us.

6. Confidentiality

6.1 Each of us acknowledges that all Confidential Information disclosed or made available by one party (the Disclosing Party) to the other party (the Recipient) in connection with this Agreement is to be considered confidential and the proprietary property of the Disclosing Party. The Recipient agrees to:

(a) maintain the Disclosing Party's Confidential Information in trust and confidence and limit its use to the Purpose set out in this Agreement;

(b) use at least the same degree of care as it employs in protecting its own trade secrets, proprietary and confidential information from disclosure and unauthorised use, but always at least a reasonable degree of care; and

(a) not disclose all or any portion of the specifications, techniques and information relating to the Services or the Product (including the use, functionality or performance of the Product) to any third parties, other than as permitted by this Agreement.

6.2 The Recipient may disclose Confidential Information of the Disclosing Party:

(a) that is required to be disclosed by Law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional standard, as long as the Recipient:

(i) discloses only the minimum amount Confidential Information required to satisfy the Law or rules; and

(ii) before disclosing any Confidential Information, gives a reasonable amount of notice to the Disclosing Party and takes all reasonable steps (whether required by the other party or not) to maintain that Confidential Information in confidence; and

(b) to officers and employees of the Recipient who:

(i) have a need to know (and only to the extent that each has a need to know) the Confidential Information for the Purpose of this Agreement; and

(ii) have been directed and have agreed to keep confidential the Confidential Information on terms not inconsistent with this Agreement.

6.3 The Recipient acknowledges that the Confidential Information disclosed to it constitutes valuable and proprietary information of the Disclosing Party.

6.4 The Recipient acknowledges that damages may not be a sufficient remedy for the Disclosing Party for any breach of the Agreement and the Disclosing Party and its Representatives are entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Agreement by the Recipient or any of its Representatives, in addition to any other remedies available at law or in equity.

6.5 Your observations, feedback or comments on the Services or the Product may be your Confidential Information. We may use such observations, feedback and comments for the purpose of improving or updating the Product.

7. Privacy

7.1 Due to the nature of the Services, your Users may be required to submit Personal Information in order to make full and proper use of the Services or Product. You agree to notify your Users of the nature of the Services and how their Personal Information will be used. We and our Service Providers may keep a record of a User's Basic Information for audit and billing purposes. We and our Service Providers will provide you or your Users with a copy of our or our Service Provider's privacy policy upon request.

7.2 You warrant that you have made your own investigations and obtained any necessary legal advice in relation to your compliance with any relevant privacy legislation in using the Services and Product.

7.3 Where you provide us with any Personal Information, you confirm that you have collected this Personal Information in accordance with the *Privacy Act 1988* (Cth), that you are entitled to provide this Personal Information to us and that we may use and disclose this Personal Information as long as we do so in accordance with the *Privacy Act 1988* (Cth).

7.4 We will only use Personal Information provided to us by you or your User to provide the Services and the Product to you and as otherwise set out in the Agreement and not for any other purpose.

8. Warranty

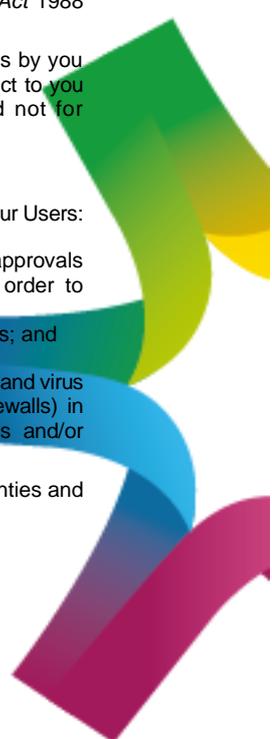
8.1 You represents and warrant that you and each of your Users:

(a) has all licences, authorisations, consents, approvals and permits required by applicable laws in order to perform its obligations under the Agreement;

(b) will at all times comply with any applicable laws; and

(c) will at all times have in place appropriate security and virus detection software and processes (such as firewalls) in order to prevent and detect computer viruses and/or unauthorised access to its IT system.

8.2 To the extent permitted by law, we disclaim all warranties and



conditions, either express or implied, in relation to the Product and the Services other than any written warranty made in the Agreement. This includes, without limitation, any warranties in relation to accuracy or availability of the Services or the Product. Our total liability for any breach of a term, condition or warranty implied by law and which cannot be excluded is limited to providing the Services again.

8.3 You will, and warrant that you will, ensure that the Services and any information any User acquires by reason of that User utilising the Services and the Product, is used only for the Purpose and otherwise in accordance with the terms of the Agreement.

9. Assumptions and Terms of Use of the Services

9.1 You acknowledge that the use of the Services and the Product by you and your Users are subject to the following terms:

- (a) the Product does not record information entered into it by you or your Users, unless otherwise provided for under the Agreement.
- (b) the results produced by the Product depend on information contained in the Databases.
- (c) Where a Database is accessed through a third party Website for which we have no control, we are not liable for the Website, the availability of the Website or the accuracy of the Database, or the currency of any of the information on the Websites. We do not guarantee that the information on the Websites is complete or accurate.
- (d) We are responsible for ensuring that the Conventional Databases (as listed in the Agreement and Annexure 1) aggregated by our Service Providers and/or our Subcontractors will be accurate and up to date and comply with the Documentation.
- (e) if a Website introduces or increases a fee to us, we will notify you and you will be entitled to remove such Website from your list of selected Databases as set out in the Agreement and Annexure 1. If you notify us that you wish to retain the use of such Website or continue to use such Website, we are entitled to increase our Services Fees accordingly by the same amount imposed on us.
- (f) as part of the Services, a link to a Website may be provided (Third Party Website). If you enter a Third Party Website as a result of the Services, you will become subject to that Website's privacy policies and any other terms and conditions contained therein. The linking of a Third Party Website as a result of the Services does not constitute endorsement by us of that website, or any associated organisation, product or service: We are not responsible for the products or services offered by anyone other than us.
- (g) the Services are provided only for you and your Users.
- (h) failure by you or your User to use the Services or the Product in accordance with the Agreement could result in erroneous results or guidance. We will not be responsible for any Loss which may result from a failure by you or your User to use the Services in accordance with the Agreement.
- (i) the Services may be varied as advised by us from time to time. If such variation results in a material change of

the Services, you are entitled to terminate the Agreement in accordance with clause 15.2. Such variation may result in temporary unavailability or slower access to the Product.

- (j) pursuant to clause 9.1(e) and 9.1(f), we are entitled to immediately remove (without penalty) a Third Party Website link from the list of Databases or terminate any part of the Services (including services provided through the Australian Postal Corporation) upon written notice to you if there is a change of circumstances beyond our reasonable control that prevents us from providing access to that particular Third Party Website or any other part of the Services to you.
- (k) unless otherwise agreed in writing under a separate agreement, we will not carry out any form of penetration testing or other security testing regarding the interoperability, compatibility or coexistence of the Product or the Service with your operating system or particular network environment or hardware.
- (l) Vix Verify, its contractors, sub-contractors and the Product, for the purposes of this licence, are not:
 - (i) a Reporting Entity as defined in s.5 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and as such do not have an obligation to retain any copies of an identification procedure as required under s.113;
 - (ii) to be considered part of any Designated Business Group as defined in s.5 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and as such do not have an obligation to retain any copies of an identification procedure as required under s.113;
 - (iii) to be considered agents of a Reporting Entity for the purposes of needing to retain copies of an identification procedure as required under s. 113 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

10. Your Responsibilities

10.1 You are responsible for:

- (a) procuring any software or applications which you require to use or view the Product;
- (b) the accuracy of the information your Users input into the Product;
- (c) assessing and setting the risk tolerance level for each User according to your needs;
- (d) any Dealings with Users accessing your website, including advising the User of their obligations under the Agreement as if they were you under the Agreement as well as the limitations on Use which apply to the Product;
- (e) notifying us of any problems you encounter in using the Services;
- (f) complying with any laws, internet regulations, policies and procedures that apply to use of the Services;
- (g) ensuring that you and your Users only use the Services or the Product for the Purpose and otherwise only in accordance with the requirements in the Agreement;



- (h) cooperating with us and our Service Providers in good faith to implement any legally-required forms or language in your privacy policy and/or at the point where you collect any Personal Information;
- (i) providing your Users with information about the Services, including information on how to make full and proper use of the Product; and
- (j) in the event that you becomes aware of any breach of the terms of the Dealings you have with your Users, you will immediately: -
 - (i) notify us of the breach; and
 - (ii) communicate with your Users and advise them to remedy or cease any breach.

11. Intellectual Property Rights

- 11.1 All intellectual property rights existing prior to the date of this Agreement shall belong to the party that owned such rights immediately prior to execution of the Agreement. Neither party shall gain by virtue of this Agreement any intellectual property rights owned by the other.
- 11.2 We and our Service Providers will retain ownership of all intellectual property in the Services (including intellectual property in the Product), any Documentation, and variations of the Services (including any amendments, enhancements, modifications or updates in the Product).
- 11.3 You must notify us immediately of becoming aware of any suspected infringement or alleged infringement by a User or anyone else of the intellectual property rights in the Product. You agree to co-operate with us in relation to any suspected or alleged misuse or infringement involving your User.

12. Intellectual Property Claim

- 12.2 You must promptly notify us of any claim that use of the Product or Service in accordance with this Agreement infringes the intellectual property rights or moral rights of any person (**IP Claim**) of which it has notice (unless the other party is already aware of the IP Claim).
- 12.3 You agree to provide assistance reasonably requested by us to defend any IP Claim.
- 12.4 We will have sole control of the defense of any IP Claim and any resulting settlement negotiations.
- 12.5 If an IP Claim is made, we will (without prejudice to our obligations under clauses 12.1 to 12.4) promptly and at our own expense, either:
- (a) procure for you the right to continue to use the relevant Product or Service as contemplated under this Agreement free of any claim or liability for infringement; or
 - (b) replace or modify the relevant Product or Service so that it becomes non-infringing (provided such replacement or modification continues to provide the same performance and functionality and does not adversely affect the use of the relevant Product or Service); and
 - (c) if and only if clauses 12.5(a) and 12.5(b) have been exhausted, terminate this Agreement immediately with written notice to you.

13. Limitation of liability

13.1 We are not responsible:

- (a) if you or a User fails to use the Services in accordance with the Agreement;
- (b) for any fraudulent or other illegal activities conducted by you or a User in using the Product or Services;
- (c) if any equipment or software including any browser or server software operated by a third party fails,
- (d) if a computer virus enters your system as a result of the Services, except to the extent it was caused or contributed to by us;
- (e) for any damage to equipment, hardware, programs or data, whether stored or used with the Product or otherwise, including the costs of repairing such equipment or hardware and the costs of recovering such programs or data, except to the extent it was caused or contributed to by us.

13.2 To the extent permitted by law, other than to the extent expressly set out in this Agreement, we make no representations or warranties either express or implied:

- (a) in relation to the quality, merchantability, performance or fitness for a particular purpose of the Services;
- (b) that the Services will meet the your requirements;
- (c) that your use of the Services will be uninterrupted or error-free or that any errors or defects in the Services will be corrected; or
- (d) regarding the interoperability, compatibility or coexistence of the Product with your operating system or particular network environment or hardware.

13.3 Our aggregate liability to you for any Loss or cause of action however arising (including for negligence or under any indemnity) is limited to the amount paid by you under the Agreement during the previous 12 month period.

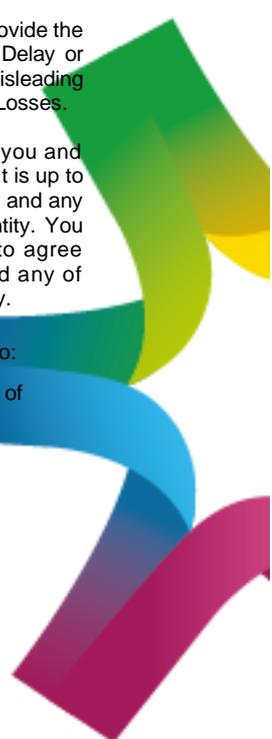
13.4 A party will only be liable to the other party for that proportion of the total Loss that that party has caused or to which that party has contributed.

13.5 A party will not be liable for any Loss, or failure to provide the Services which is caused by an Unexpected Delay or which arises as a result of us relying on any false, misleading or incomplete Information or for any Consequential Losses.

13.6 The limit of our liability set out above applies to you and any Related Body Corporate or Associated Entity. It is up to you to agree how the limit is allocated between you and any of your Related Body Corporate or Associated Entity. You agree not to dispute the limit if you are unable to agree on how it will be allocated between yourself and any of your Related Body Corporate or Associated Entity.

13.7 The limits on liability in this clause 13 do not apply to:

- (a) any Loss or cause of action arising from breach of clauses 6 and 7 by us;
- (b) an IP Claim under clause 12.1;
- (c) death or personal injury caused by us;



- (d) our fraud or wilful misconduct; or
- (e) your obligation to pay the Services Fee under clause 4.

13.8 Each party will indemnify the other party for any Loss incurred by the other party arising out of:

- (a) any breach of clause 6, 7 or 8.1(d),
- (b) any death or personal injury;
- (c) any fraud or wilful misconduct, caused by that party.

13.9 You indemnify us for any Loss incurred by us arising out of any breach by you of clauses 3.2, 4, 10.1(d) or 10.1(j).

- (a) receipt of the email by the recipient's systems.

17. Relationship between the parties

19.1 We are engaged as an independent contractor. Neither party is an agent or representative of or has the authority to bind the other. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. The Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between the parties.

18. Counterparts

21.1 The Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

19. Governing Law

23.1 The Agreement takes effect, is governed by, and shall be construed in accordance with, the Laws of New South Wales. Both parties irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales.

20. Severability

24.1 If any provision of the Agreement is declared or found to be illegal, unenforceable, or void, then such provision will be null and void, but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.

29.2 Definitions

Agreement means the Letter which may include the Vix Verify EV™ Product Standard Terms and Conditions, any addendum, amendment, annexure, appendix, file attachment, schedule, variation or URL link.

Annexure means a document which is annexed or attached to the Letter and identified as an annexure, attachment or schedule to it and may include any addendum, amendment, appendix, file attachment, variation or URL link.

Associated Entity has the meaning given to that term in the *Corporations Act 2001* (Cth).

Australian Lawful Purpose means facilitating the carrying out of an applicable customer identification procedure under

the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) or the *Telecommunications (Service Provider Identity Checks)* under the *Telecommunications Act 1997* (Cth) or any other lawful purpose for which an applicable identification procedure is required.

Basic Information means the User's name, address and date of birth (and any changes or updates thereof).

Confidential Information means any information:

- (a) in relation to the Services, the Product, the Documentation and all specifications, techniques and information relating to the use of the Services, use of the Product and function of the Product that are disclosed or made available to you in connection with the Agreement;
- (b) regarding the business or affairs of a party or its affiliates;
- (c) regarding the customers, employees or contractors of: or other persons doing business with, a party or its affiliates;
- (d) which is by its nature confidential or which is designated as confidential by that party,
- (e) which is Personal Information and which either party holds, creates or receives in relation to the Services; or
- (f) which a party knows, or ought to know, is confidential, but excluding the Excluded Information.

Consequential Losses means any loss or damage which is indirect, consequential, special, exemplary or incidental, any loss of profits, revenue, anticipated saving or business opportunity, damage to goodwill or loss of data, however caused or arising.

Conventional Databases means the databases maintained and aggregated by the Service Providers, as listed in the Agreement.

Databases means the Conventional Databases, the Websites and the DVS.

Dealings means you advising the Users of the terms and restrictions on use of the Product and Services as set out in the Agreement.

Disclosing Party has the meaning given to that term in clause 6.1.

Documentation means any manuals including release notes, reference guides, specifications or other documents relating to the Product provided to you by us, including the Vix Verify EV™ Documentation.

Document Verification Service means an Australian national online service that allows approved organisations to compare a customer's identifying information, including that extracted from their Government issued identifying credential, with a record held by an Australian government authority that issued or sighted the credential.

DVS means the Document Verification Service.

Excluded Information means Confidential Information:

- (a) which is in or becomes part of the public domain otherwise than through breach of the Agreement or an obligation of confidence owed by a party or any of its Representatives or Service Providers to the other party or any Representative of that other party;



- (b) which a party can prove was already known to it at the time of disclosure by the other party or its Representative (unless the party is aware of or ought reasonably be aware that such knowledge arose from disclosure of information in breach of an obligation of confidentiality);
- (c) which the party acquires from a source other than the other party or any Representative of the other party where such source is entitled to disclose it; or
- (d) to which the other party has consented to the form, content and context of the disclosure by the party.

Force Majeure means an act of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, terrorist acts, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, transportation embargo, change of law, and strikes.

Global Lawful Purpose means the verification of an individual's identity, age and address information for lawful purposes of identity verification, fraud prevention and enforcement of laws designed to prevent money laundering but does not include determining a consumer's eligibility for credit or insurance for personal, family or household purposes, employment or a government license or benefit.

Vix Verify Documentation has the meaning given to that term in the Agreement and in Annexure 1.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

IP Claim has the meaning given to that term in clause 12.1.

Loss means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Losses), judgment or order however caused or arising.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Product means the Green ID™ solution described in Annexure 1.

Purpose means the purpose of performing identity Verification checks of Verification Subjects located:

- (a) in Australia, for the Australian Lawful Purpose;
- (b) elsewhere, for the Global Lawful Purpose.

Recipient has the meaning given to that term in clause 6.1.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Representative means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which the Agreement relates.

Schedule means a document which is annexed or attached to the Agreement and identified as an annexure, attachment or Annexure to it and may include any addendum, amendment, appendix, file attachment, variation or URL link.

Services means the services described in Agreement and the Annexures.

Services Fee is the amount payable for the Services and is set out in the Agreement.

Service Provider means any person or persons providing data, information technology or other services to us from time to time, including without limitation, Vix Verify Pty Ltd, Mastersoft Group Pty Ltd, Dun & Bradstreet (Australia) Pty Ltd and the DVS.

Successful Verification means a verification that has successful matches to any number of different Databases under a rule set determined by you.

Third Party Website has the meaning given to that term in clause 9.

User means a person who accesses the Product, and includes the Verification Subjects and who agrees to use the Product only for the Purpose.

Verification means that the identity of a Verification Subject has been verified to your satisfaction.

Verification Subject means the person whose identity is subject to a Verification check.

Websites means those websites which are published and maintained by third parties and are used by the Product to access databases in order to electronically verify the identity of Verification Subjects.

We, us and our means Vix Verify Pty Ltd.

You and your means each Addressee and where applicable, each of your Related Bodies Corporate, each Addressee's Representatives or Advisers.

