**BUSINESS USER TERMS**

|  |  |  |
| --- | --- | --- |
| **AGREEMENT DETAILS** | | |
| **USER** | **Company Legal Name:**  **Company Number:**  **Office Address:**  **Representative Name & Position:**  **Email & Mobile:** | |
| **ACCESS DETAILS** | The User [will / will not] have access to the Australian Document Verification Service.  The User [will / will not] have access to the New Zealand Confirmation Service.  The User [will / will not] have access to the China Document Verification Service.  The User [will / will not] have access to Credit Header Data. | |
| **FEES & INVOICING** | **FEES** | Fees are set out in the document named “RIDX-PRICING SCHEDULE” provided by RapidID to the User prior to the commencement of this agreement.  Credit card processing fees apply where payment is made by credit card.  RapidID uses Stripe and their fees are published on their website.  When AUD amounts shown, they are excluding GST.  When USD amounts shown, they are including VAT.  USD amounts are converted to AUD at time of invoicing. |
| **TIMING OF INVOICING** | Fees will be invoiced fortnightly in arrears. |

**BY SIGNING BELOW, THE PARTIES ARE ENTERING INTO AN AGREEMENT THAT CONSISTS OF THESE AGREEMENT DETAILS AND THE ATTACHED TERMS.**

|  |  |
| --- | --- |
| **RapidID** | **User** |
| **SIGNED** for and on behalf of **RapidID** by its authorised officer:  Signature:  Name:  Title:  Date: | **SIGNED** for and on behalf of the **User** by its authorised officer:  Signature:  Name:  Title:  Date: |

# Definitions

In this agreement:

1. **Agreement Details** means the details at the start of this agreement.
2. **Australia DVS** means the document verification service provided by the Commonwealth.
3. **Australia DVS Business User Agreement** means an agreement between the User and the Commonwealth on the terms and conditions available at <http://www.dvs.gov.au/users/Documents/BUtermsandconditions.pdf>.
4. **Australian Privacy Act** means the Privacy Act1988 (Cth).
5. **Commonwealth** means the Commonwealth of Australia.
6. **Fee** means a fee for use of the Service as set out in the Agreement Details.
7. **GST** means the Goods and Services Tax levied under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
8. **New Zealand Confirmation Service** means the document verification service provided by the New Zealand Government.
9. **New Zealand Privacy Act** means the Privacy Act1993 (Cth).
10. **Personnel** of a person means that person's directors, officers, employees, agents, contractors and their respective Personnel.
11. **RapidID** means RapidID Pty Ltd ABN 13 611 116 404.
12. **Responsible Official** means a person appointed by the Commonwealth to administer the Australia DVS, or by the New Zealand Government to administer the New Zealand Confirmation Service.
13. **Security Incident** means any action by a known or unknown person which results in or is reasonably suspected to have resulted in unauthorised use of the Service or User's systems that are used to access the Service, or unauthorised access to or modification, disclosure or loss of information relating to the Service.
14. **Service** means the identity and document verification service provided by RapidID from time to time.
15. **Software Interface** means a software interface between the User's systems and the Service.
16. **Transaction** means an identity or document verification request submitted by the User to RapidID using the Service.

**Transaction Result** means the result of a Transaction provided by RapidID to the User, and includes an information match result using the Australia DVS or New Zealand Confirmation Service.

1. **User** means the entity identified at the start of these terms.
2. **User Information** means information about the User and User Representatives which is provided by the User to RapidID in relation to this agreement, including information provided before this agreement commences.
3. **User Representative** means a person authorised by the User to use the Service on behalf of the User.

# Service

RapidID will provide the User with access to the Service and the User will use the Service in accordance with this agreement.

# Term

This agreement commences when the User registers with RapidID and continues until this agreement is terminated under clause 9.

# Establishment of the Service

## User Information

### The User acknowledges that User Information will be used by RapidID to provide the Service.

### The User must promptly notify RapidID of any updates to User Information and provide RapidID with any additional information reasonably requested by RapidID.

### The User warrants that User Information is accurate and complete at the time it is provided.

## Registration as a business user of the Australia DVS

### This clause 4.2 applies only if RapidID approves the User for access to the Australia DVS.

### The User authorises RapidID to:

#### register the User as a business user of the Australia DVS; and

#### enter into the Australia DVS Business User Agreement as agent for the User,

using the User Information.

### The User warrants that the User has read and understood the terms and conditions of the Australia DVS Business User Agreement.

### The User warrants that at all times during this agreement:

#### the User is carrying on business in Australia or New Zealand and is subject to Australian or New Zealand law;

#### the User is subject to the Australian Privacy Act or the New Zealand Privacy Act; and

#### the User meets all requirements and complies with all guidelines advised by the Commonwealth in order to be considered a 'regulated entity' by the Commonwealth (as set out in the DVS Commercial Service: Access Policy document).

### The User will comply with the Australia DVS Business User Agreement.

### If the Commonwealth conducts any audit or verification process to verify your compliance with the Australia DVS Business User Agreement, you authorise the Commonwealth to provide any information relating to that process to RapidID.

### The User agrees that any disclaimer, exclusion, limitation of liability or indemnity in this agreement is also for the benefit of the Commonwealth.

## Approval for the New Zealand Confirmation Service

### This clause 4.3 applies only if RapidID approves the User for access to the New Zealand Confirmation Service.

### The User authorises RapidID to seek approval for the User to access the New Zealand Confirmation Service.

### The User acknowledges that it will not be able to access the New Zealand Confirmation Service until it has been approved by a Responsible Official for that service.

## Access to credit header data

The terms in Annexure 1 apply if RapidID approves the User for access to credit header data.

## RapidID account

### RapidID will create a RapidID account for the User. The User will be responsible for appointing User Representatives to use, and manage the User's use of, the Service.

### The User must ensure any account access information provided to, or created by, a User Representative is kept confidential and only used by that User Representative.

### The User is responsible for acts of User Representatives, and any other person who accesses the Service using access information of a User Representative (whether authorised or not), as though they were acts of the User.

## Implementation

### The Service can be used by manually entering identity and document information through the RapidID website. Subject to this clause 4.6 the Service can also be used by transmitting identity and document information electronically to RapidID through a Software Interface.

### RapidID will provide or make available to the User:

#### specifications for the Software Interface;

#### access to test and sandpit environments for the Service;

#### test data and acceptance test criteria; and

#### assistance reasonably requested by the User to build and test the Software Interface.

### The User is responsible for building and testing the Software Interface in accordance with the specifications provided by RapidID, so that the Software Interface meets the acceptance test criteria.

### RapidID may conduct its own tests to determine whether the User has complied with clause 4.6(c). RapidID is not required to provide the User with live access to the Service via the Software Interface until RapidID is satisfied the User has complied with clause 4.6(c).

# Use of the Service

## Provision of Service

Subject to this agreement, RapidID will provide the User with access to the Service.

## Restrictions on use

The User must only access and use the Service:

### for its own internal purposes; and

### in accordance with applicable laws.

## Service is subject to change

The Service may be upgraded and its features, functionality and other characteristics may change from time to time. RapidID will endeavour to provide reasonable notice of changes that RapidID considers are not routine and should be advised to the User. The User acknowledges that it may not be reasonably possible to provide notice in all circumstances and that in no event will RapidID be obliged to provide notice exceeding 14 days.

## Service is provided 'as is' and 'as available'

To the extent permitted by law, the User acknowledges and agrees that at all times during this agreement:

### the User's access to and use of the Service is on an 'as is' and 'as available' basis;

### the User will ensure its business processes and operations will be conducted satisfactorily notwithstanding the Service being subject to faults, errors, interruption, breakdown or be partially or fully unavailable for any reason;

### any information provided by RapidID regarding the availability, performance, service levels or characteristics relating to the Service are non-contractual statements of intent and do not constitute a representation or warranty of any kind; and

### the Service is provided based on information provided to RapidID by third parties and RapidID does not independently verify the accuracy or completeness of that information.

## User facilities

The User must provide everything it needs to access and use the Service, and ensure that its equipment and facilities are properly configured and otherwise meet all relevant requirements notified by RapidID.

## No interference

The User must not (and must not attempt to) modify, interfere with, disrupt, adversely affect or misuse the Service, or functionality provided by the Service, in any way, or interfere with or disrupt use of the Service by any other person. In this clause, a reference to the Service includes any third party system used by RapidID to provide the Service, including the Australia DVS and New Zealand Confirmation Service.

## Suspension of service

RapidID may suspend or restrict the User's access to some or all of the Service if continued use may result in harm, interference or disruption to the Service or other users. RapidID will promptly notify the User of the suspension or restriction. RapidID will restrict the scope and duration of the suspension or restriction as is reasonable in the circumstances.

## Audit

The User must provide RapidID and its nominees with reasonable access to the User's systems and records for the purpose of auditing the User's compliance with this agreement.

## Support

RapidID will provide User Representatives with access to a help desk and reasonable technical support in relation to the Service.

## Alternative process

The User must have an alternative process for dealing with an individual whose identity cannot be verified using the Service.

# Handling of information

## Requirement for consent

### The User must ensure that each individual whose information is provided to RapidID for a Transaction has an existing or prospective relationship with the User and has given express consent in written or electronic form (**Consent**) to their information being used for the purpose of verifying their identity.

### A Consent may be given on:

#### a one-off basis (that is, for each Transaction); or

#### an ongoing basis (that is, for a series of Transactions).

### The User must allow an individual to withdraw a Consent by notifying the User before:

#### the Transaction is carried out, in the case of a Consent given on a one-off basis; or

#### all of the checks, or any further checks, are carried out, in the case of a Consent given on an ongoing basis.

### The User must ensure a Consent is in the form (if any) required by RapidID or, in the case of a Transaction involving the Australia DVS or New Zealand Confirmation Service, a Responsible Official.

### The User must ensure a Consent given on an ongoing basis expires after 3 months, unless it is withdrawn sooner.

### The User must provide a copy of a Consent to RapidID or a Responsible Official on request.

## Protection of information

The User must ensure that:

### information provided to RapidID for a Transaction; and

### Transaction Results,

are handled in accordance with applicable privacy laws (including the Australian Privacy Act or New Zealand Privacy Act, if applicable) including taking reasonable steps to protect such information from misuse, interference and loss and unauthorised access, modification or disclosure.

## Use of Transaction Results

### The User must only use Transaction Results to verify or contribute to the verification of the identity of individuals. The User must not use Transaction Results to update, verify or validate any other data or database. The User must not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works in whole or in part based on the Transaction Results.

### The User must ensure that no person (including the individual who is the subject of a Transaction) other than the User's Personnel may directly access a Transaction Result from the Australia DVS.

### The User must not take adverse action against an individual who is the subject of a Transaction involving the New Zealand Confirmation Service unless the User has given the individual a reasonable opportunity to make submissions or be heard in relation to the proposed adverse action.

## Security Incidents

### The User must promptly report any Security Incident to RapidID, and provide information (including ongoing status updates) reasonably requested by RapidID to the extent known to or ascertainable by the User.

### RapidID may suspend or restrict the User's access to some or all of the Service until RapidID is satisfied the Security Incident has been addressed.

## Records

The User must keep records of Transactions and Transaction Results, and provide them to RapidID or, in the case of a Transaction involving the Australia DVS or New Zealand Confirmation Service, a Responsible Official on request.

# Fees

## Invoicing and payment

### RapidID will invoice the User for the Fees at the times set out in the Agreement Details.

### The User must pay all Fees within 14 days of receiving an invoice without deduction or set-off. Payment may be made by electronic funds transfer to the bank account nominated by RapidID on the invoice or by credit or debit card.

## Late payments

Where payment of a Fee is overdue, RapidID may (without limiting its other rights):

### charge interest on the overdue amount at the rate of 2% per month; and

### suspend or restrict the User's access to some or all of the Service,

until the overdue amount is paid.

## GST

Unless stated otherwise, the Fees include GST. Where GST is payable by an entity in relation to a supply that it makes under or in connection with this agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.

# Confidentiality

### Subject to clause 8(c), each party will keep confidential the terms of this agreement and all information given to it under this agreement (**Confidential Information**).

### Each party agrees to use the other party's Confidential Information only for the purposes of this agreement.

### A party must not disclose the other party's Confidential Information to any person except:

#### to its Personnel on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;

#### with the other party's prior written consent;

#### if required by law or any stock exchange; or

#### if it is in the public domain, other than as a result of a breach of this agreement.

### A party must take reasonable steps to prevent unauthorised access to the other party's Confidential Information in its possession or control.

# Termination

## Termination for convenience

### The User may terminate this agreement at any time by notice to RapidID.

### RapidID may terminate this agreement by providing 14 days' notice to the User.

### Where the User terminates this agreement under clause 9.1(a), the User forfeits any Fees paid in advance. Where RapidID terminates this agreement under clause 9.1(b), RapidID will refund to the User the unused value of any Fees paid in advance.

## Termination for cause

Either party may terminate this agreement immediately by notice to the other party if the other party:

### is in breach of this agreement and, where the breach is capable of being remedied, has failed to remedy the breach within 14 days of being requested to do so by notice; or

### becomes subject to any form of insolvency or bankruptcy administration.

## Termination by a Responsible Official

### A Responsible Official for the New Zealand Confirmation Service may terminate this agreement in respect of the New Zealand Confirmation Service by notice to both parties if:

#### the Responsible Official is satisfied that it is no longer appropriate for this agreement to continue, having regard to:

##### the nature of the User's undertaking or activity, and whether the User has a genuine need to use the New Zealand Confirmation Service; or

##### the User's policies or practices in relation to the security of information and the privacy of individuals; or

#### a party has breached, or is likely to breach, this agreement.

### The User agrees that this clause 9.3 is for the benefit of the Responsible Officials for the New Zealand Confirmation Service.

### For clarity, termination of this agreement under clause 9.3(a) only terminates this agreement in respect of the New Zealand Confirmation Service and this agreement will continue in all other respects.

## Effect of termination

### When this agreement terminates, RapidID will close the User's account and from that time the User will have no further access to the Service. The User remains responsible for any use of the User's account up to the time the User's account is closed.

### Termination of this agreement does not affect the operation of clauses 7, 8, 10 and 11 or any rights or remedies already accrued to either party under, or in respect of any breach of, this agreement.

# Liability

## Limitation of liability

To the extent permitted by law, RapidID's liability for breach of this agreement, or in tort (including negligence) or for any other common law or statutory cause of action:

### excludes any loss or damage which is incidental, consequential, special, exemplary, punitive or indirect or is a loss of profits, revenue, anticipated savings, business opportunity or goodwill; and

### is limited to the total amount of the Fees paid by the User under this agreement in the 12 months preceding the event giving rise to the liability.

## Implied terms and consumer guarantees

To the extent permitted by law, any term, condition or warranty which would otherwise be implied into this agreement is excluded. Where a consumer guarantee or term implied by law cannot be excluded, RapidID's aggregate liability for any breach of the guarantee or term is limited at its option to supplying the Service again or paying the cost of having the Service supplied again.

## Indemnity

The User indemnifies and will defend RapidID, its related bodies corporate and their respective Personnel (**Those Indemnified**) against claims, liabilities, losses, damages, costs and expenses made against, or suffered or incurred by, Those Indemnified as a result of:

### a breach of this agreement, or negligence relevant to this agreement, by the User;

### RapidID acting as agent for the User in accordance with clauses 4.2(b) and 4.3(b); and

### the User's use of or reliance on the Service.

# General

## Amendments

RapidID may amend this agreement from time to time by no less than 30 days' notice to the User. The amended agreement will apply from the date set out in the notice unless the User notifies RapidID that it wishes to terminate the agreement pursuant to clause 9.1.

## Assignment

Either party may assign its rights under this agreement. Before the User assigns its rights, it must obtain the prior consent of RapidID which it will not unreasonably withhold.

## Entire agreement

This agreement constitutes the entire agreement between RapidID and the User in relation to its subject matter. The User acknowledges that it has not relied on any term, condition, representation, warranty, matter or statement in entering into this agreement other than as set out in this agreement.

## Circumstances beyond control

RapidID will not be liable for delay or failure to perform an obligation where such delay or failure was caused by circumstances beyond its reasonable control.

## Governing law

This agreement is governed by and construed in accordance with the law of Queensland. The parties submit to the jurisdiction of the Courts of Queensland.

## Interpretation

In this agreement,

### headings are for convenience only and do not affect interpretation; and

unless the context otherwise requires:

### a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

### a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

### an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

### **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

### words importing the singular include the plural and vice versa;

### if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

### to the extent of any inconsistency between these terms and another document referred to in these terms, these terms prevail; and

### **includes** in any form is not a word of limitation.

## Severability

If part of this agreement, or the performance of, or compliance with, part of this agreement is or becomes illegal, void or otherwise unenforceable, then that part is severable from this agreement and the remainder of this agreement will remain on foot.

## Third Party Benefit

Where this agreement states it is for the benefit of a third party, RapidID accepts that benefit on behalf of the relevant third party pursuant to section 55(1) of the Property Law Act 1974 (Qld).

## Waiver

The failure by a party to enforce a provision of this agreement will not be interpreted as a waiver unless expressly waived in writing. A waiver of a specific breach of a term of this agreement does not constitute a waiver in respect of any subsequent breach of that term or of any other term.

1. - Experian User Licence Terms for Credit Header Data

In accordance with clause 4.4, the terms in this Annexure apply if RapidID approves the User for access to credit header data.

# Definitions

In this Annexure:

1. **AML/CTF Act** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 AML/CTF Act.
2. **Experian** means Experian Australia Credit Services Pty Ltd ABN 12 150 305 838, including any company controlling, controlled by or in common control with Experian from time to time and control has the same meaning as set out in the Corporations Act 2001 (Cth).
3. **Information** means all data, match results, reports and other materials of whatever nature provided to the User or used by Experian as part of or in connection with the Services.
4. **Intellectual Property Rights** means copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.
5. **Licensed Materials** means any result or related documentation made available by Experian to the User as part of or in connection with the Services, but does not include any data supplied by Experian or its relevant licensor.
6. **Permitted Purpose** means to verify an individual's identity in accordance with the AML/CTF Act for the User's internal business purposes as a reporting body under the AML/CTF Act.
7. **Personal Information** means such information or an opinion (including information or an opinion forming part of a database) whether true or not and whether in a material form or not about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion or such other meaning that may be given to the term in the Privacy Act 1988 (Cth).
8. **Services** means the services supplied by Experian or its relevant licensor to the User, including the provision of any Licensed Materials.
9. **User Data** means any data owned by the User and provided to Experian or its relevant licensor in connection with the Service.

# Nature of the Services

### The User acknowledges that the Services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable to guarantee. Experian or its relevant licensor is therefore not able to accept any liability for:

#### any inaccuracy, incompleteness or other error in the Services and/or the Information which arises as a result of data provided to Experian or its relevant licensor by the User or any third party; or

#### any failure of the Services to achieve any particular result for the User.

### The User warrants that:

#### it is a Reporting Entity as that term is defined in the AML/CTF Act;

#### it has obtained the express and informed consent from the individual the subject of the verification request, as set out in section 35A of the AML/CTF Act prior to requesting the Services;

#### the individual the subject of the verification request has been given another option, not reliant on credit reporting information, for verifying their identity; and

#### it will notify the individual in writing of a failure to verify the individual's identification information and inform the individual of Experian's contact details.

# Data security

In order to protect the integrity of the data used in connection with the Services, the User shall:

### comply with Experian or its relevant licensor's reasonable instructions and guidelines relating to data security; and

### not copy, interfere with and/or use in any unauthorised way any digital certificate or any other security device provided by Experian or its relevant licensor.

# Use of Information/Services

The End agrees that it will:

### use the Services and/or the Information for the Permitted Purpose only;

### not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services and/or Information; and

### not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Services and/or any Information except as permitted by law.

# Intellectual Property Rights

### All Intellectual Property Rights in the User Data will remain vested in the User (or its relevant licensors).

### All Intellectual Property Rights in the Services, the Licensed Materials and the Information will remain vested in Experian (or its relevant licensors).

### The User agrees that it will:

#### use the Licensed Materials for the Permitted Purpose only and in accordance with any accompanying documentation and ensure that all personnel who use the Licensed Materials are suitably trained and skilled in such use;

#### only use any software comprised within the Licensed Materials on computer equipment complying with such minimum specification as may be specified by Experian or its relevant licensor;

#### not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use the benefit of, any third party any of the Licensed Materials;

#### not copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with the Licensed Materials or combine the same with other materials without the prior written consent of Experian or as permitted by law;

#### only use any software comprised within the Licensed Materials on equipment owned, operated or controlled by the User at premises owned and/or used by the User or by any third party providing such services to the User; and

#### not allow any third party to amend, modify or otherwise alter the Licensed Materials.

# Third party claims

The User shall fully indemnify Experian against:

### any amounts paid by Experian to any third party as a result of or in connection with any claim which that third party brings against Experian alleging that its Intellectual Property Rights are infringed by the provision by the User to Experian of the User Data or any other materials provided to Experian by the User or the use of the User Data by Experian as permitted by the terms of this Annexure; and

### any associated legal expenses reasonably and properly incurred.