



## **Equifax Australasia Workforce Solutions Pty Ltd**

ABN 86 080 799 720 (trading as Equifax HR Solutions)

Terms of Use – Verification Exchange<sup>™</sup> – Verifier Portal

Effective 31 December 2018

- 1. Our Verification Exchange™ information services ("Verification Services") will provide you, as a Verifier, with either or both Employment Data and Income Data (depending on the Authorised Primary Purpose you identify) in respect of the Employee who has activated that service as Applicant to us.
- 2. In providing you with the Verification Services, we act solely as the agent of each employer who has provided us with relevant Data under a limited agency arrangement, in accordance with our Statement of Work accessible at <a href="https://www.equifax.com.au/hrsolutions/pdf/vesow.pdf">www.equifax.com.au/hrsolutions/pdf/vesow.pdf</a> ("SOW") and any related Agreement.
- 3. The Data will be provided to you as a report for an Authorised Primary Purpose in respect of a benefit being sought or that has been obtained by the Applicant from you, consistent with the Collection Statement acknowledged by that Applicant and accessible at <a href="https://www.equifax.com.au/hrsolutions/pdf/ve-collection-statement.pdf">www.equifax.com.au/hrsolutions/pdf/ve-collection-statement.pdf</a>. You undertake that you are authorised by the Applicant to access the Data and will not use any such Data in a manner inconsistent with that Collection Statement, without the consent of the Applicant.
- 4. We conduct appropriate sanctions and fraud checks in respect of each Verifier before providing any Data to that Verifier. We rely on, amongst other things, your correct ABN for purposes of those checks. If we are not satisfied as to the outcome of any such check, the relevant Data will not be released to you.
- 5. You accept that our ability to provide accurate Data, or both Employment Data and Income Data, is dependent upon the receipt of that information from each relevant employer. We make no representation and do not warrant that the Data contained in a report will be comprehensive or error free. If the Applicant disputes the accuracy or completeness of any of Data contained in our report, you should refer them to the relevant employer.
- 6. You may be required to pay for our Verification Services by credit card. For that purpose, you will be redirected to the secure payment site of a third-party financial institution to make payment.
- 7. Each report is a unique service; if you wish to retain a copy, you must download it from our site before closing your browser window. Duplicate reports will not be available from us. You will comply with all applicable Privacy Laws in storing and dealing with personal information contained in a report.
- 8. Details as to how we collect, use, store and disclose personal information are available from our Equifax HR Solutions Privacy Policy at <a href="https://www.equifax.com.au/hrsolutions/pdf/privacy.pdf">www.equifax.com.au/hrsolutions/pdf/privacy.pdf</a> and the Verification Exchange™ Collection Statement referenced above.
- 9. Terms defined by the SOW have the same meaning where used in these Terms of Use, unless the context otherwise requires. These Terms of Use are governed by the law of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts hearing appeals therefrom.