

Equifax Australasia Workforce Solutions Pty Ltd

ABN 86 080 799 720

Employer Agency Agreement: Indirect Reposed Data Service Terms for Equifax Verification Exchange® (Australia)

Effective 22 July 2020

Details:

Item 1	Payroll Provider	Name:
Item 2	Client (Employer)	Name: ABN:
Item 3	Client Authorised Officer	Name: Email: Mobile:

1. Background

- 1.1 These service terms ("**Service Terms**") apply when we, Equifax Australasia Workforce Solutions Pty Limited ABN 86 080 799 720, supply our Verification Services to you or for your benefit, as the customer of the Payroll Provider.
- 1.2 These Service Terms:
 - (a) govern our provision of those Verification Services for you, and supplement (but do not otherwise vary or amend) your existing Outsourcing Agreement with the Payroll Provider; and
 - (b) constitute an offer by us capable of acceptance by you, either by:
 - (i) completing the Details and:
 - (A) executing this document electronically on-line where indicated, consistent with the requirements of an electronic signature under section 10 of the *Electronic Transactions Act 1999* (Cth) (such as by DocuSign eSignature); or
 - (B) generating a hard copy of this document, executing it where indicated and:
 - (x) emailing that to us at support.au.ve@equifax.com; or
 - (y) providing that to your Payroll Provider, for delivery to us; or
 - (ii) instructing your Payroll Provider to provide us with the Data in accordance with these Service Terms and provide us with your Details.
- 1.4 Unless the context otherwise requires, terms defined by clause 8 have that meaning where used in this document.

2. Limited Agency

- 2.1 Consistent with your Outsourcing Agreement, you authorise and appoint us:
 - (a) as your agent, on a non-exclusive basis; and
 - (b) to act at the direction of your Payroll Provider who has contracted with us under an Alliance Agreement, for the limited purpose of:
 - (c) hosting and retaining Data supplied on your behalf on the Verification Exchange, to enable the performance of the Verification Services;
 - (b) reporting any errors in that Data and otherwise reporting to your Payroll Provider on use of the Verification Services;
 - (c) performing the Verification Services using that Data, including confirming to our satisfaction the identity of any Employee the subject of a Verifier request;
 - (d) advising an Employee as to any Data relating to them, in response to their request; and
 - (e) de-identifying that Data.
- 2.2 Unless otherwise directed, we may use any deidentified version of the Data to develop and offer multi-data insights, reports and market benchmarking analyses to you, other Data contributors or third parties.

3. Scope of Services

- 3.1 An overview of the Verification Exchange and our Verification Services is available at <https://www.equifax.com.au/verificationexchange/>.
- 3.2 You have, and at all times retain, effective control over the Data. Consistent with our Alliance Agreement with your Payroll Provider, we will comply with all relevant privacy and data management obligations imposed on the Payroll Provider by your Outsourcing Agreement in the use of your Data within the Verification Exchange.
- 3.3 Your Payroll Provider has appointed a representative who is responsible for the business relationship with us for our Verification Services and who is to be the single point of contact for us for any dealings relating to your Data.
- 3.4 Where an Employee accesses our Verification Services, those services are provided in accordance with our Collection Statement accessible at <https://www.equifax.com.au/hrsolutions/pdf/ve-collection-statement.pdf>
- 3.5 If an Employee disputes the accuracy or completeness of Data contained in a report we provide, we will refer them to you or your Payroll Provider (where you are the relevant employer). We do not alter Data; only you as the employer (or your Payroll Provider, at your direction) may alter or update the relevant source information.
- 3.6 Where Data is identified by you or an Employee as incorrect, we will freeze that Data from access by Verifiers until such time as it is corrected, or your Payroll Provider confirms or directs us to otherwise handle the Data. We are not liable for any damages, costs or other consequences arising from an inaccuracy or omission in the Data supplied to us.
- 3.7 Verification Exchange is not offered or otherwise available to or in respect of Employees who are individuals located in the European Union or the United Kingdom.

4. Fees and Compensation

- 4.1 We do not charge you or an Employee any fee for our Verification Services.
- 4.2 We may compensate your Payroll Provider for its involvement in enabling the Verification Services, separate from this agreement with you.

- 4.3 You acknowledge that we may also act as agent for or otherwise for the benefit of a Verifier, substantially as contemplated by our Verifier Service Terms accessible at <https://www.equifax.com.au/hrsolutions/termsandconditions> or some other such agreement, and you consent to us so acting and retaining any benefit arising from such service.
- 4.4 We may also retain any benefit arising from a re-use of deidentified Data.

5. Term

- 5.1 This agreement commences from the date you accept these terms and your Payroll Provider provides us with the Data, and continues until the earlier of:
- (a) subject to clause 5.2, termination of our Alliance Agreement with your Payroll Provider; or
 - (b) you terminate our agency appointment, by notice to your Payroll Provider and to us at support.au.ve@equifax.com.
- 5.2 If the Outsourcing Agreement arrangements with your Payroll Provider are terminated (and you do not engage another Payroll Provider that has an Alliance Agreement with us), you may continue to provide us directly with Data and, if you do so, we will continue to provide Verification Services in accordance with the Employer: Direct Reposed Data Service Terms accessible at <https://www.equifax.com.au/hrsolutions/termsandconditions> and deal with your Authorised Officer as specified in the Details.
- 5.3 In the event of a termination of this agreement, and to facilitate Verification Services then in process, we may continue to use Data to provide those services for a further period of up to six (6) months.
- 5.4 Subject to clause 5.3, on termination of this agreement and at your request we must return, delete, destroy or de-identify your Data from the Verification Exchange (other than as required to support reports provided by us to Verifiers).

6. Compliance with Privacy Laws

- 6.1 The Verification Services are supplied in accordance with our Privacy Policy, accessible electronically at <https://www.equifax.com.au/hrsolutions/pdf/privacy.pdf>. You warrant you have satisfied yourself that our delivery of the Verification Services is compatible with and satisfies any privacy policy or other privacy statement or requirement that you operate under.

7. Generally

- 7.1 Where we propose to make a change to our systems or processes which materially alters the manner of use of Data, we will provide you with thirty (30) days' written notice. If you consider the proposed change is unreasonable or adverse to your interests, you have the right to terminate the Verification Services by written notice to us in accordance with clause 5.1(b).
- 7.2 Our information services are always evolving. We may amend these Service Terms from time to time to reflect that. If the change is likely to have a material detrimental impact on you, the change takes effect 10 business days after we give you notice of the variation; in any other case, the variation has immediate effect upon update to our website.
- 7.3 Notice may be given to you by email to the Authorised Officer specified in Schedule A.
- 7.4 We may identify and use you as a reference site and use your name, logo and brand in routine communications we undertake with actual or prospective Verifiers, including to inform Verifiers of your participation in the Verification Services (to serve you more efficiently and so reduce calls to you from Verifiers) and in other marketing and promotional materials, subject to your consent to the content of that marketing and promotional material insofar as it references you (such consent not to be unreasonably withheld).
- 7.5 These Service Terms 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.

8. Definitions

These meanings apply unless the contrary intention appears:

“**Alliance Agreement**” means an agreement between us and your Payroll Provider under which we agree to make Verification Services available to its clients, including you.

“**Client**” means you as our customer under this agreement, and as the party retaining the Payroll Provider under your Outsourcing Agreement with them.

“**Data**” means both employment data and income data of Employees (unless otherwise provided by our Alliance Agreement), being Personal Information subject to an ‘Employee Records’ exemption under the Privacy Law for private sector employers. \

“**Details**” means your details as identified by the table at the head of this document.

“**Employees**” means your current and former employees.

“**Outsourcing Agreement**” means an existing agreement between you and a Payroll Provider that you outsource payroll or human resource management services to.

“**Payroll Provider**” means the third-party service provider you outsource payroll or human resource management services to and instruct to act on your behalf.

“**Personal Information**” has the same meaning as defined under applicable Privacy Law.

“**Privacy Law**” means the *Privacy Act (1988)* (Cth) in Australia.

“**Verification Exchange**” means the data exchange platform operated by us, which enables Verifiers to verify the income and employment Data of consumers in connection with the Authorised Primary Purposes.

“**Verification Services**” means the supply to you of an automated or manual method of providing income and employment verifications relating to your Employees to Verifiers and related services.

“**Verifier**” means a commercial, private, non-profit or government entity that has entered into an agreement with us to receive Data from the Verification Exchange and that is legally permitted to receive the relevant Data relating to a request.

Executed as an agreement, by a person authorised to sign on behalf of Client:

Signature:

Name:

Position:

Date: