

# Equifax Australasia Workforce Solutions Pty Ltd

ABN 86 080 799 720

## Connector: Technology Platform - Service Terms

for Equifax Verification Exchange® (Australia)

Effective 03 March 2023

### 1. Background

- 1.1 These service terms ("**Service Terms**") apply when we, Equifax Australasia Workforce Solutions Pty Limited ABN 86 080 799 720, make available or otherwise supply our Verification Services to you as a Provider for both your benefit and the benefit of your Provider Customer, as a customer of your Provider Platform services.
- 1.2 Unless the context otherwise requires, terms defined by clause 9 have that meaning where used in this document and the supply of our Verification Services to you as a Provider is an information service.

### 2. Engagement

- 2.1 We engage with you to undertake the Project and to make our Verification Services available to a Provider Customer through your Provider Platform, where that Provider Customer is party to a Verifier Services Agreement with us.
- 2.2 Each party will provide the other party and its Personnel with such access to its premises and facilities as may be reasonably required to allow the parties to complete the Project and thereafter maintain the Verification Services capability on the Provider Platform for the Term.
- 2.3 Each party will provide information, assistance and directions as may be reasonably required by the other party to assist in completing the Project.
- 2.4 Where you also function as an Aggregator, you must enter into the Aggregator Service Terms before accessing any Verification Services for a Provider Customer.

### 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 This Agreement governs your access to:
  - (a) our Test System environments, to enable you to establish, maintain and upgrade access to our Verification Services through your Provider Platform; and
  - (b) our Production System environment, for use of that by a Provider Customer who has first entered into both a Provider Services Agreement with you and a Verifier Services Agreement with us.
- 3.3 You may obtain access to information in Test Files through our Test System. Our Test Files only contain information on fictitious persons and no live Data is used for testing purposes. Your Test System access is subject to you:
  - (a) only using the Test Number issued by us to you – in no circumstances may you use a test number issued to a Provider Customer or other person to access our Test System;
  - (b) not, in any circumstances, procuring or attempting to procure any consumer credit file or other information from the Production Systems, whether for your own use or use by any other person (including a Provider Customer);
  - (c) adhering to our specifications as identified in the Scope of Work or (if and as relevant) a subsequent Service Order, and any Data Information Guide or other similar materials made available by us for establishing testing or connectivity between the Provider Platform and the Equifax System (as updated by us from time to time); and
  - (d) not using any data that you suspect is live Data and immediately informing us if you form a suspicion that you have access to live Data.
- 3.4 You may obtain access to Data through our Production System strictly and only as an agent of a Provider Customer and subject to the terms and conditions of this Agreement, including the access requirements in clause 4.
- 3.5 You may only access the Production System and use the Data provided by and to a Provider Customer through that Production System where:
  - (a) you have entered into a Provider Services Agreement with that Provider Customer (under which, amongst other things, you are appointed as agent of the Provider Customer);
  - (b) the Provider Customer has also entered into a Verifier Services Agreement with us (and that agreement has not been terminated, suspended or otherwise revoked);
  - (c) in accordance with that Verifier Services Agreement and following on-boarding of the Verifier or their Aggregator, we have provided you with an access key for the applicable Verification Services at the direction of that Verifier or Aggregator; and
  - (d) we have approved access by approved users of the Provider Platform to those applicable Verification Services.
- 3.6 In enabling and providing access to our Verification Services through your Provider Platform, you will ensure that 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. Ongoing Access and Use

- 4.1 In accessing the Production Systems on behalf of a Provider Customer, you must:
  - (a) maintain the currency of your Designated Computer Environment to our latest, or latest minus 1, Production System requirements;
  - (b) perform testing in the Test System only;
  - (c) maintain your current technical profile with Equifax;
  - (d) when requested by a Provider Customer, code for Verification Services not then available through a Provider system by the earlier of (i) your next software release, or (ii) six months from the date of the Provider Customer's request;
  - (e) ensure that Provider software used to access Equifax Systems forces regular password changes; and
  - (f) ensure that any software or interface does not and will not contain any program, routine, device or other undisclosed feature, including any time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door designed to delete, disable, deactivate, spy, interfere with or otherwise obtain or harm Equifax Systems or other hardware, systems, data, or programs used by Equifax, or that is intended to produce access or produce modifications not authorised by Equifax.
- 4.2 Consistent with your agency to a Provider Customer, your collection, use and disclosure of Data must comply with all applicable Laws and is subject to the same restrictions as imposed on that Provider Customer under their Verifier Services

- Agreement with us. You may not disclose the Verification Services or any information derived from it to any third party (except as authorised by this Agreement to a relevant Provider Customer or to authorised users of the Provider Platform enabled by that Provider Customer in accordance specifications as identified in the Scope of Work or (if and as relevant) a subsequent Service Order) or otherwise appropriate or use Data for your own benefit.
- 4.3 You must not transmit Data, through reissue or otherwise, to a Provider Customer, or otherwise permit or enable a Provider Customer to access or use Data, other than through the Provider Platform.
- 4.4 Except as strictly necessary to perform your obligations for a Provider Customer under their Provider Services Agreement consistent with our Verifier Services Agreement, you must not:
- (a) copy or otherwise record or maintain the Data electronically or on media of any description;
  - (b) merge the Data with, or allow Data to become a part of, data of any kind belonging to you or any third party;
  - (c) perform any analytics on or reverse engineer or otherwise use Data other than for the specific purpose specified by the relevant Provider Services Agreement and as permitted by clause 4.2; or
  - (d) allow any other party to access, use, store or perform any function in relation to the Data or our Verification Services.
- 5. Fees, Compensation & Term**
- 5.1 We do not charge you any user fee for enabling access to our Verification Services.
- 5.2 If and as specified in a Subscription Agreement, we may charge you a fee to cover access to Test System connectivity and other expenses related to enabling or maintaining Provider Platform access to our Verification Services as set-up fees.
- 5.3 This Agreement commences from the date you accept these terms, and continues with a Term until the earlier of:
- (a) termination of our Verifier Services Agreement with each Provider Customer you make our Verification Services available to, if we so elect; or
  - (b) the date 6 months after you give us notice of termination of this Agreement, by notice to us at [support.au.ve@equifax.com](mailto:support.au.ve@equifax.com),
- unless terminated earlier by agreement or otherwise in accordance with the terms of this Agreement.
- 5.4 We may terminate this Agreement by 30 days' notice to you at any time.
- 5.5 This Agreement will terminate with respect to a particular Provider Customer, upon either:
- (a) the expiration or termination of the applicable Verifier Services Agreement;
  - (b) the expiration or termination of the applicable Provider Services Agreement; or
  - (c) the Provider Customer's revocation of its authorisation to you to serve as its Provider for the Verification Services.
- 5.6 In addition to our other rights of suspension, cessation or termination, we may immediately suspend access to or use of our Verification Services for such time as we see fit:
- (a) in respect of a particular Provider Customer, based on a reasonable belief that the Provider Customer has violated any Verifier Services Agreement or an applicable law, Authorised Primary Purpose, or Data security restriction; or
  - (b) based on a reasonable belief that you are not adhering to any applicable Equifax security policies and standards as made known to you under clause 7.
- 6. Equifax Property and Data Sovereignty**
- 6.1 Consistent with clauses 4.4, 4.5 and 8 of the Terms of Supply, Equifax, its Affiliates and their respective suppliers retain all ownership of, and all rights, title, and interest (including Intellectual Property Rights) in and to the Equifax Systems (including specifications and documentation), Verification Services, Data and related offerings, Technology, methods, processes, software, know-how, data, and all other materials and information disclosed by us in connection with this Agreement. This includes:
- (a) any derivatives and customisations of, and improvements or extensions to, that material or information; and
  - (b) all material or information which you may prepare, use or come into contact with in connection with the Equifax Systems.
- 6.2 You must not:
- (a) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available that material or information or any part of it to another person in any manner or by any means except as expressly authorised in this Agreement;
  - (b) reverse engineer, decompile, in any way modify, or create derivative works from that material or information; or
  - (c) interface or connect that material or information with any other computer software or system not authorised by Equifax in writing.
- 6.3 You may only access and use the Equifax Systems at or from locations within Australia. You may only enable offshore support access to your Provider Platform, where that involves potential access to Data, by VDI or like security arrangements where the desktop environment is hosted and Data remains in Australia. You may not otherwise access or use, or provide access to or use of, the Equifax Systems at or from, or send Data to, any location outside of Australia without obtaining our prior written consent and then subject to such conditions as we may reasonably impose.
- 7. Compliance with Privacy Law, Risk and Security Requirements**
- 7.1 The Verification Services are supplied in accordance with our Privacy Policy, accessible electronically at <https://www.equifax.com.au/hrolutions/pdf/privacy.pdf>, and our Collection Statement accessible electronically at <https://www.equifax.com.au/verificationexchange/sites/default/files/ve-collection-statement.pdf>. You warrant you have satisfied yourself that our delivery of the Verification Services as contemplated by this Agreement is compatible with and satisfies any privacy policy or other privacy statement or requirement that you operate under.
- 7.2 You acknowledge that you have received a copy of the applicable Equifax security policies and standards and agree to comply with those policies and standards, and any other security or access policies or standards that Equifax may from time to time make known to you in writing in conjunction with our Verification Services, and that your compliance with those policies and standards forms part of this Agreement.
- 7.3 You must, at your own expense, secure and maintain throughout the term of this Agreement, with one or more insurance companies that are:
- (a) qualified to do business in the jurisdiction in which the Verification Services will be performed; and
  - (b) rated A-VII or better in the current Best's Insurance Reports published by A. M. Best Company (or an equivalent A1 rating by Moody's or A+ rating by Standard & Poors),
- insurance policies providing cover for:
- (c) Worker's Compensation as required by law,
  - (d) Public and Products Liability with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage and personal injury (and including products / completed operations coverage and contractual coverage),
  - (e) Excess Liability cover for Public and Products Liability with a per occurrence limit of \$5,000,000, and

- 7.4 (f) Professional Indemnity, including cover for network security and privacy with a minimum limit of \$5,000,000. You will, within thirty (30) days of our request, furnish us with certificates evidencing currency of any such insurance.

## 8. Generally

- 8.1 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 accommodating the proposed change is unreasonable or adverse to your interests, you have the right to terminate supply of the Verification Services by written notice to us in accordance with clause 5.3(b).
- 8.2 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.
- 8.3 Notice may be given to you by email to the Authorised Officer specified in Schedule A.
- 8.4 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 counterparties, including to inform Verifiers of your involvement in providing the Verification Services. We may also use your name, logo and brand in other marketing and promotional materials, subject to your consent to the content of that marketing and promotional material insofar as it specifically references you (such consent not to be unreasonably withheld).
- 8.5 Each party agrees, at its own expense, to do anything the other party reasonably asks to give effect to this Agreement and the transactions contemplated by it.
- 8.6 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.

## 9. Definitions

Terms defined by the Verifier Service Terms have the same meaning where used in these Service Terms, and the following meanings also apply unless a contrary intention appears:

“**Affiliate**” has the same meaning as given by the Terms of Supply.

“**Aggregator**” has the same meaning as given by the Aggregator Service Terms.

“**Aggregator Service Terms**” means the *Aggregator: Service Terms for Equifax Verification Exchange® (Australia)* – hyperlinked as *VE - Aggregator Service Terms* accessible at <https://www.equifax.com.au/hr solutions/termsandconditions.html>

“**Agreement**” means:

- (a) our Terms of Supply as incorporating these Service Terms, together with a Subscription Agreement and other documents contemplated by it; and
- (b) otherwise, where you as the Provider have an existing Master Services Agreement or other like contract with Equifax (or an Affiliate of Equifax) for the provision of information services varying from those Terms of Supply, that contract as incorporating these Service Terms and other documents contemplated by it.

“**Client**” means you as the Provider and counterparty to this Agreement.

“**Designated Computer Environment**” means the hardware, operating system and/or database owned or controlled by you where the software delivering the Equifax Systems is installed and as specified for use with that software.

“**Equifax Systems**” means, collectively, the Test Systems and Production Systems.

“**Production System**” means our Verification Services production environment, including use of our proprietary processes and information on behalf of a Provider Customer who has first entered into a Verifier Services Agreement.

“**Project**” means the integration project contemplated by this Agreement enabling Provider Customer access by API to our Verification Services through your Provider Platform as described in the Scope of Work.

“**Provider**” means you as the host of the Provider Platform through which your Provider Customers may access information and other services under your Provider Services Agreement with them.

“**Provider Customer**” means a customer which has entered a Provider Services Agreement with you to use the Provider Platform.

“**Provider Platform**” means the mortgage origination solution or other platform specified in the Schedule which is the subject of the Project.

“**Provider Services Agreement**” means a written agreement between you and a Provider Customer under which they can or do access some or all capabilities of the Provider Platform, including appointing you as their agent for purposes of accessing our Verification Services.

“**Scope of Work**” means the technical API requirements specified from time to time on the VE Developer Portal accessible at <https://developer.equifax.com.au/products/apiproducts/equifax-verification-exchanger>.

“**Service Order**” means a contract for specific additional works agreed by you, us and a relevant Provider Customer.

“**Term**” has the meaning given by clause 5.3.

“**Test Number**” means the test access number issued by us to you for purposes of accessing our Test System facility.

“**Test System**” means our test environments identified in the Scope of Work, to which access is provided so that you may develop, enhance, update and test your Provider Platform for use by Provider Customers to access our Verification Services.

“**VDI**” means Virtual Desktop Infrastructure, using virtual machines to provide access to virtual desktops to remote users.

“**Verifier Services Agreement**” means an Agreement (as defined by the Verifier Service Terms) between us and your Provider Customer.

“**Verifier Service Terms**” means the *Verifier Service Terms for Equifax Verification Exchange® (Australia)* – hyperlinked as *VE - Verifier Service Terms* – accessible at <https://www.equifax.com.au/hr solutions/termsandconditions.html>.

SCHEDULE A:

**Equifax Verification Exchange®**  
**Connector: Technology Platform - Service Terms**  
**PRO FORMA SUBSCRIPTION AGREEMENT**

**Details**

<b>Item 1</b>	Equifax	Equifax Australasia Workforce Solutions Pty Limited ABN: 86 080 799 720
<b>Item 2</b>	Equifax's email	<a href="mailto:support.au.ve@equifax.com">support.au.ve@equifax.com</a>
<b>Item 3</b>	Client (Provider)	Name: ABN:
<b>Item 4</b>	Client Authorised Officer	Name: Email: Mobile:
<b>Item 5</b>	Client details	Address:  Technical Lead (if not Authorised Officer): Name: Email: Mobile:
<b>Item 6</b>	Provider Platform details	
<b>Item 8</b>	target Go-Live Date	__ / __ / 20 __ (commencement of Data transfer capability)
<b>Item 9</b>	Fee Schedule	not applicable
<b>Item 10</b>	Channel	API
<b>Item 11</b>	Special Terms (if any)	Appendix A to this form

Equifax agrees to make the Verification Services available through the Provider Platform for any approved Provider Customer for the Term and the Client agrees to enable those Verification Services in accordance with:

- (a) the *Agreement* as defined by the *Equifax Verification Exchange®: VE - Connector: Technology Platform - Service Terms* accessible at <https://www.equifax.com.au/hrsolutions/termsandconditions.html>;
- (b) the *Special Terms* in Appendix A (if any); and
- (c) the relevant *Service Order* (if any).

**Signed** on behalf of Equifax by a person authorised to sign on behalf of Equifax:

**Signed** on behalf of Client (Provider) by a person authorised to sign on behalf of Client:

Signature:  
Name:  
Position:  
Date:

Signature:  
Name:  
Position:  
Date:

**Appendix A (Special Terms):**