

# Equifax Australasia Workforce Solutions Pty Ltd

ABN 86 080 799 720

## Verifier Service Terms for Equifax Verification Exchange® (Australia) Effective 1 July 2021

### 1. Introduction

- 1.1 These service terms ("**Service Terms**") apply when we, Equifax Australasia Workforce Solutions Pty Limited ABN 86 080 799 720 ("**Equifax**") supply our Verification Exchange product services ("**Verification Services**") to you, our customer, as a Verifier under our Agreement. These Service Terms govern our provision of those Verification Services to you, together with our Terms of Supply. Additional terms may also apply; if so, those additional terms are set out in a Subscription Agreement and any other collateral document contemplated by that as executed or otherwise incorporated by you and us for purposes of the Verification Services. Where you are not party to an existing Master Services Agreement, a Subscription Agreement will be substantially in the form of Schedule A (unless otherwise agreed).
- 1.2 Unless the context otherwise requires:
- (a) where these Service Terms use terms defined by the Terms of Supply that are not separately defined in clause 14 to these Service Terms, those terms have the same meaning; and
  - (b) the terms defined by clause 14 to these Service Terms have that meaning where used in these Service Terms.
- 1.3 Where an Applicant 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>.
- 1.4 Our Verification Services may comprise both automated or manual methods of providing income and employment verifications in respect of an Applicant to a Verifier, as more particularly detailed in clause 3 of these Service Terms.
- 1.5 Where you as a Verifier are a business that is treated as a Consumer, the Verification Services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. In such case, subject to that law and as contemplated by clause 10 of the Terms of Supply, if a guarantee is not satisfied you may be entitled to a resupply of that service or payment of the cost of having that service supplied again, as well as to cancel the service. Nothing in these Service Terms is intended to exclude, restrict, or modify any rights that you may have under the Australian Consumer Law or any other applicable legislation which may not be excluded, restricted, or modified by agreement. For the avoidance of doubt, the balance of the provisions in these Service Terms continue to apply to you to the extent not inconsistent with such rights.
- 1.6 Verification Exchange is not offered or otherwise available to or in respect of individuals located in the European Union or the United Kingdom.

### 2. Obtaining our Verification Services

- 2.1 In order to receive Verification Services, you must complete and we must accept a Subscription Agreement and meet any further eligibility criteria specified by Equifax (such as, for example, satisfactorily confirming your licensed status as a Credit Provider).
- 2.2 Without limiting clause 2.1, you acknowledge and agree to update or provide such additional material in respect of or relating to your Subscription Agreement, onboarding arrangements or credentialing as we may reasonably determine is required by us in order to continue to provide you with the Verification Services.
- 2.3 You will advise us, as soon as reasonably practicable, of any changes to your business or to the information provided to us in respect of or relating to your Subscription Agreement, onboarding or credentialing that may impact your eligibility to continue to receive our Verification Services.

### 3. Licensing and Supply of Verification Services

- 3.1 Consistent with clause 4.8 of the Terms of Supply, you will appoint a representative who is to be responsible for the business relationship with us for our Verification Services and who is to be the single point of contact for us. In the absence of any notice from you specifying an Authorised Officer, the officer executing any Subscription Agreement or otherwise deemed as accepting this Agreement (or any successor in that position from time to time) will be your Authorised Officer.
- 3.2 The Authorised Officer is authorised to accept notices on your behalf in respect of Verification Services and is responsible for:
- (a) contract management and compliance;
  - (b) your performance as that relates to our provision of Verification Services; and
  - (c) supporting us in developing the capability to provide the reports and information services contemplated by these Service Terms.
- 3.3 We are:
- (a) the owner of the Verification Exchange; and
  - (b) the owner of, or an authorised licensor, agent or person otherwise permitted to deal with, the Data as contemplated by the Verification Services.
- 3.4 Consistent with clause 8 of the Terms of Supply, we grant you a non-exclusive, non-transferable, revocable licence for the Term to access and use:
- (a) the Verification Services for your internal business purposes; and
  - (b) the Data only for the Authorised Primary Purposes, as those may further specified in the Subscription Agreement, and only in accordance with applicable Laws.
- 3.5 Without limiting clauses 4 or 8 of the Terms of Supply, you will not take or permit any action to be taken to access, store, merge, aggregate, compile, decompile, manipulate, create derivative products or derive source code from, sublicense, sell, distribute, commercially exploit, or otherwise make available for use any of our Verification Services or the Data other than as permitted by these Service Terms.

#### **4. Term**

- 4.1 The Term of this Agreement commences on the Term date specified in the Subscription Agreement, or if no date is expressed, then the Term commences from the date the last party accepts these terms.
- 4.2 The Subscription Agreement may specify a 'Term' as the duration for our Verification Services. Where that period expires, and no further duration is identified, the information services can continue or repeat indefinitely subject to the Terms of Supply.
- 4.3 We will commence providing the Verification Services to you as a Verifier on or after the Effective Date, and those services will continue for the Term specified by the Agreement unless terminated earlier by agreement or in accordance with the terms of these Service Terms or the Agreement.

#### **5. Scope of Services**

- 5.1 You authorise us to use information supplied by you for purposes of providing our Verification Services to you, including:
- (a) confirming to our satisfaction the identity of an Applicant;
  - (b) where relevant, acting as a mutually agreed intermediary on behalf of the Applicant in dealing with a Data Contributor that holds personal information about that Applicant;
  - (c) accessing and collating the Data requested by you or at your direction and with the consent of the Applicant;
  - (d) reporting any errors in that Data and otherwise reporting to you, the Applicant, or a Data Contributor on use of the Verification Services;
  - (e) performing the Verification Services and providing Data to you for an Authorised Primary Purposes; and
  - (f) de-identifying that Data.
- 5.2 We may use a de-identified version of the Data to develop and offer multi-data insights, reports and market benchmarking analyses to you, Data Contributors and third parties.
- 5.3 We may deliver the Verification Services in respect of Employment Data and Income Data as separate services, each with their own specific ISP and data field requirements.
- 5.4 We may retain any benefit arising from a re-use of deidentified Data.

#### **6. Fees and Use**

- 6.1 All fees for the Verification Services are as stated in a Subscription Agreement as agreed by the parties.
- 6.2 If you make our Verification Services available to Authorised Users who are retained or otherwise under the direction of a third-party (such as a broker) who is not an Affiliate, and the fees we charge in the Subscription Agreement contemplate such an arrangement (including where that third party may pay us directly for its use of those Verification Services under your arrangements), you:
- (a) will cause that third party to comply with all terms that apply to you as though it were the party to this agreement; and
  - (b) remain liable to us for any breach of this agreement by that third party (irrespective of whether the relevant act or omission was within your authority, knowledge or control).
- 6.3 You shall only use the Data for an Authorised Primary Purpose specified in the agreed Subscription Agreement.
- 6.4 Each report we provide is a unique service; if you wish to retain a copy, you must download it from our site (where relevant, before closing your browser window). Duplicate reports will not be available from us.
- 6.5 If you are enabled to pay for our Verification Services by credit card, you will be redirected to the secure payment site of a third-party financial institution to make any such payment.

#### **7. Provision of Data**

- 7.1 To enable us to perform the Verification Services, you acknowledge and agree to:
- (a) supply the request for Data to us:
    - (i) in a format as agreed by us;
    - (ii) using our API, Web UI, or another approved secure data transfer method (usually transfer by means of Secure File Transfer Protocol ("SFTP") with PGP/GPG encryption of files, with the Equifax Verification Exchange™ public key used for encryption), unless otherwise agreed in writing;
  - (b) notify us in advance of any changes or modifications in format of your computer interface and/or the data transfer method that may impact the arrangements agreed under paragraph (a) above;
  - (c) only provide information regarding the Applicant as permitted by and in accordance with the Consumer Consent; and
  - (d) comply with any other policies or procedures that may be advised by Equifax in respect of the provision of the Verification Services (as may be supported by Law or other operational requirements in respect of the Data).
- 7.2 We may conduct sanctions and fraud checks in respect of a Verifier before providing any Data to that Verifier. We rely, amongst other things, on disclosure of your correct ABN for purposes of those checks. If we are not satisfied as to the outcome of any such check in respect of access purporting to be sought by you, the relevant Data will not be released.

#### **8. Relationship of parties**

- 8.1 Subject to clause 8.2, nothing contained in or implied by this Agreement constitutes a party the partner, agent, or legal representative of the other party for any purpose, nor creates any partnership, agency or trust, and no party has any authority to bind another party in any way.
- 8.2 If (by reason of your terms of business in respect of an Applicant) you require us to act as your agent to enable us to deliver the Verification Services to you, you authorise and appoint us as your agent for the limited purposes identified by clause 5.1. Irrespective of any such appointment, you always collect a Consumer Consent from each Applicant on behalf and for the benefit of us as well as yourself.
- 8.3 If we do act as your agent for any purpose, you acknowledge that we may also be acting as agent for a Data Contributor who has provided us with relevant Employee information under a limited agency arrangement, substantially as contemplated by our Service Terms accessible at [www.equifax.com.au/hrsolution/pdf/vesow.pdf](http://www.equifax.com.au/hrsolution/pdf/vesow.pdf) or some other such agreement, and you consent to us so acting.

## 9. Compliance with Privacy Laws

- 9.1 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 Agreement incorporating these Service Terms. 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.
- 9.2 To the extent permitted by Law, including any Privacy Law, we will:
- (a) subject to your compliance with clause 9.3 of these Service Terms, comply with all applicable Privacy Laws;
  - (b) only use and disclose Data in accordance with clause 5 of these Service Terms and for purpose of providing Authorised Verifications;
  - (c) restrict access to personal information to personnel who need to access such information to fulfil our obligations under the Agreement;
  - (d) take all reasonable steps to ensure that the personal information is protected against misuse, interference and loss, or unauthorised access, modification or disclosure;
  - (e) provide to an Applicant on request a copy of the Data currently in our possession; and
  - (f) where personal information has been identified as incorrect, freeze any such personal information from access by Verifiers until such time as the personal information is corrected.
- 9.3 To the extent permitted by Law, including any Privacy Law, you will:
- (a) notify us promptly if you become aware of any actual or suspected Data Breach regarding personal information held by, or in the possession of, you;
  - (b) comply with our reasonable directions and cooperate with us for the purpose of conducting any assessment, investigation or audit in connection with a Data Breach, including conducting an assessment under section 26WH of the *Privacy Act 1988* (Cth) as to whether there are reasonable grounds to believe that a Data Breach is an eligible data breach within the meaning of that term under Privacy Law, and in relation to any notifications required to be made to individuals or other third parties; and
  - (c) during and after the term of the Agreement, not do anything with the personal information that will cause us to breach any Privacy Laws and co-operate with us to resolve any complaint made under any Privacy Law.
- 9.4 You must only furnish (or direct any third party to furnish) information to us as permitted by and in accordance with Privacy Law and other applicable Laws, including the *Competition and Consumer Act 2010* (Cth), and must not supply any information which contains "sensitive information" as defined in the *Privacy Act 1988* (Cth).
- 9.5 Before ordering any Data under this Agreement, you must:
- (a) clearly and conspicuously disclose to the Applicant, in a written document, the Authorised Primary Purpose for which you will obtain the Data and such other matters as are required to be notified by you under APP5; and
  - (b) obtain and record all necessary permissions and consents required by applicable Law, including the Consumer Consent.

## 10. Modification of Verification Services

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 within such 30-day period.

## 11. Use of Name and Logo

- 11.1 Subject to clause 11.2, neither party will issue a press release or any other public communication regarding this Agreement or the other party's involvement without the other party's prior written consent.
- 11.2. We may identify and use you as a reference site and use your logo and brand when marketing and promoting the Verification Services to prospective customers, subject to your consent to the content of that marketing and promotional material (such consent not to be unreasonably withheld).

## 12. Data, Generally

- 12.1 You acknowledge that:
- (a) our ability to provide accurate information is dependent upon accurate Data from a Data Contributor;
  - (b) the amount and nature of the Data makes it impractical for us to independently verify that the Data is complete or accurate;
  - (c) we take all reasonable steps to identify an Applicant seeking to allow access and provision of their Data to a Verifier through the Verification Services; however:
    - (i) an Applicant may still need to be referred to a relevant Employer's HR services to obtain requisite Data where we cannot satisfactorily identify that Applicant; and
    - (ii) except as may otherwise be imposed by Law, we will not be liable to you or an Applicant where Data is released at the direction of someone we have identified as that Applicant;
  - (d) we will not be liable for any damages or costs incurred by you arising from any inaccuracy or omission in any Data;
  - (e) the Verification Services are hosted through our Virtual Private Cloud using servers located in Australia under a managed services/SaaS model (where the vendor does not access or process Data), with all Data stored in and (subject to paragraph (f)) accessed from within Australia; and
  - (f) to the extent that personal information is accessed by a Parent entity or any third-party service entity in providing Equifax with technical, security and data validation support for Data stored on the Verification Exchange, the entity is contractually obliged to access and handle such information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).
- 12.2 If an Applicant disputes the accuracy or completeness of any of Data contained in a report to you, you should refer them to the relevant Employer. You or the Applicant may also contact us, but that can only be to confirm the information supplied by a Data Contributor. We do not alter Data; only the Data Contributor may alter or update the relevant source information.

13. **Entire Agreement**

These Service Terms and the Subscription Agreement contain the entire agreement relating to the Verification Services and supersedes any prior contemporaneous oral or written agreements or representations. Its terms may be modified only by a written agreement (including by variation of the Subscription Agreement) duly executed by authorised representatives of both us and you. If required for purposes of the Agreement, the parties agree that execution of the Subscription Agreement also constitutes execution of these Service Terms as given effect by it.

14. **Definitions**

These meanings apply unless the contrary intention appears:

**"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 Client have an existing Master Services Agreement or other like contract with 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.

**"API"** means the Application Programming Interface provided by us for Verification Exchange.

**"APP"** means Australian Privacy Principle with that meaning as given by section 14 of the *Privacy Act (1988)* (Cth).

**"Authorised Officer"** has the meaning given by clauses 3.1 and 3.2.

**"Authorised Primary Purpose"** means our provision of income and employment verification information relating to an Employee to a Verifier or that Employee, as authorised by that Employee or where otherwise required by Law, including:

- (a) where an Employee has applied for a benefit (such as qualifications for government assistance or a credit application) or has obtained a benefit and the Verifier is seeking to determine whether that Employee is qualified or eligible to receive the benefit or is seeking to enforce obligations undertaken by the Employee in connection with the benefit;
- (b) where an Employee is obligated by Law to provide the information to the Verifier;
- (c) where an Employee seeks a Consumer Employment Report or to access their 'personal information' under APP12;
- (d) where an Employee appoints us as an intermediary for purposes of obtaining and providing that information to a Verifier; and
- (e) on behalf of an Employer, where directed by an Employer and agreed by us.

**"Authorised User"** means your Personnel that you have authorised and directed to use, or otherwise access the Verification Services on your behalf as Client, and who is trained in and knowledgeable of your obligations under this Agreement.

**"Authorised Verification"** means a verification provided to a Verifier for an Authorised Primary Purpose.

**"Client"** means you as our customer under the Agreement, and as specified in the Subscription Agreement.

**"Consumer Consent"** means an acknowledgment and appointment from an Applicant in the form of Schedule B, or in such other form as may be approved by us.

**"Consumer Employment Report"** means, where available, a report giving an individual access to all Data held by us about them, or such Data elements as they request, including a summary of verification inquiries, consistent with the Privacy Laws.

**"Data"** means both Employment Data and Income Data, unless expressly stated otherwise, and may contain Personal Information.

**"Data Contributor"** means an Employer, a Payroll Services Provider or other service providers who might act on behalf of that Employer, as the case may be.

**"Effective Date"** means, unless otherwise agreed, the date specified as such in the Subscription Agreement.

**"Employees"** means current and former employees of an Employer.

**"Employer"** means any entity or individual who engages a person to perform work or services for which compensation is given in periodic payments or otherwise, even though the relationship of the person so engaged to the employer may be as an independent contractor for other purposes (and includes similar service arrangements).

**"Employment Data"** means employment data of Employees provided by, or on behalf of, an Employer to us, but excludes Income Data.

**"Equifax"** means us as Equifax Australasia Workforce Solutions Pty Limited (ABN 86 080 799 720).

**"Income Data"** means employment income data of Employees provided by, or on behalf of, an Employer to us.

**"Official Record Holder"** means, in respect of a supported document, the entity against whose official record data the information submitted is requested to be matched (or attempted to be matched).

**"Pay Cycle"** means the calendar cycle, period or schedule in which an Employer regularly pays their Employees, the frequency of such a cycle varying by Employer or their third-party Payroll Services Provider arrangements.

**"Parent"** means Equifax, Inc (NYSE: EFX), the ultimate parent company of Equifax headquartered in Atlanta, Georgia, and any other related body corporate of Equifax located in the United States of America or elsewhere operating under the same Group policies as Equifax, including under the *EFX Global Security Policies, Standards and External Security Standards*.

**"Payroll Services Provider"** means a Payroll Provider or any other service providers who may act on behalf of an Employer or a Payroll Provider to deal with Data, and includes a Sending Service Provider for STP tax purposes;

**"Payroll Provider"** means a third-party service provider to which an Employer outsources payroll or human resource management services and authorises to act on their behalf.

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

**"Terms of Supply"** means our terms of supply for information services accessible electronically at <https://www.equifax.com.au/hrolutions/pdf/terms-of-supply.pdf>.

**"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 of an automated or manual method of providing employment and employment income Data verifications relating to an Employee to Verifiers and related services.

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

**"Web UI"** means the Secure Web User Interface provided by us for Verification Exchange.

SCHEDULE A:

**Equifax Verification Exchange®**

VERIFICATION SERVICES – VERIFIER

PRO FORMA SUBSCRIPTION AGREEMENT (including Term and Fee Schedule)

Details

Item 1	Equifax	Equifax Australasia Workforce Solutions Pty Limited ABN: 86 080 799 720
Item 2	Equifax's email	support.au.ve@equifax.com
Item 3	Client (Verifier)	NAME: ABN:
Item 4	Client Authorised Officer	Name: Email: Mobile:
Item 5	Client details	Address:  Technical Lead (if not Authorised Officer): Name: Email: Mobile:
Item 6	Services	Verification Services (for Authorised Primary Purposes) <input type="checkbox"/> Employment Data only <input type="checkbox"/> Employment and Employment Income Data
Item 7	Term	3 years, commencing the date the last party accepts the terms of this agreement unless expressed otherwise.
Item 8	Effective Date	__ / __ / 20 __ (commencement of Data transfer)
Item 9	Fee Schedule	Appendix A to this form
Item 10	Special Terms (if any)	

Equifax agrees to provide the Verification Services for the Term and the Client agrees to engage Equifax directly to perform those Services in accordance with:

- (a) the *Agreement* as defined by the *Equifax Verification Exchange®: VE - Verifier Service Terms* accessible at <https://www.equifax.com.au/hrolutions/termsandconditions.html>;
- (b) a *VE Account Set-up* or like form (if any), as completed by the Client; and
- (c) the Fee Schedule attached to this document as Appendix A.

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

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

Signature:  
Name:  
Position:  
Date:

Signature:  
Name:  
Position:  
Date:

## Appendix A (Fee Schedule):

The Client shall pay the fees and charges described in this Appendix for the services selected below. All fees shown are exclusive of GST.

Verification Exchange Services	
<input type="checkbox"/> Verification of Income (VOI)	<input type="checkbox"/> Verification of Employment (VOE)

Authorised Primary Purpose(s)	Delivery Channel
<input type="checkbox"/> Consumer's mortgage application	<input type="checkbox"/> Application Programming Interface (API)
<input type="checkbox"/> Consumer's application for credit card	<input type="checkbox"/> Secure Web User Interface (Web UI)
<input type="checkbox"/> Consumer's application for a personal loan	
<input type="checkbox"/> Determination of eligibility for social services	
<input type="checkbox"/> Pre-tenancy screening	
<input type="checkbox"/> Pre-employment screening (note: VOE only)	

Equifax Verification	VOI*	VOE
	Web UI/API	Web UI/API
Equifax Match	\$50	\$40
Equifax No-Match	\$0	\$0

Employer Verification	VOI*	VOE
	Web UI/API	Web UI/API
Employer Verification - Completed	\$65	\$50
Employer Verification - Not Completed	\$0	\$0

Stated Information	VOI*	VOE
	Web UI/API	Web UI/API
Stated Information	\$25	N/A

\*VOI covers both services (VOE + VOI)

### Verification Exchange Services

**A. Equifax Verification.** An Equifax verification (specifically, a verification where data is available in the Verification Exchange data consortium) delivers detailed verifications of employment (VOE) and/or verifications of income (VOI), depending on the Permissible Purpose(s) and Services ordered.

**B. Employer Verification.** An employer verification delivers VOEs and VOIs, as the case may be, for records not available on the Verification Exchange data consortium for an instant verification. The report is consistent in data elements and format to an Instant Verification. Specialised agents contact employers directly.

**C. Stated Information.** Additional information required by Customer as part of an Employer Verification. For example, employee share scheme information.

### Delivery Methods and Data Requests

#### A. Application Programming Interface (API)

*i. Description.* Verification Exchange Services are accessed via an Application Programming Interface.

*ii. Input Request Data.* Customer may obtain a VOE or VOI by providing the mandatory data as directed by Equifax, this may include a Consumer's name, DOB, post code and current address, gender and other details required to match the Consumer successfully, and an Authorised Primary Purpose for the verification being sought.

Employer Verifications may require additional information such as employer and employer contact details.

#### B. Secure Web User Interface (Web)

*i. Description.* Verification Exchange Services are accessed via a secure web portal.

*ii. Input Request Data.* Customer may obtain a VOE or VOI by providing the mandatory data as directed by Equifax, this may include a Consumer's name, DOB, post code and current address, gender and other details required to match the Consumer successfully, and an Authorised Primary Purpose for the verification being sought.

Employer Verifications may require additional information such as employer and employer contact details.

SCHEDULE B:

**Equifax Verification Exchange®**

CONSUMER CONSENT – PRO FORMA WORDING

*So that my application can be assessed, I consent to you and your service provider, Equifax Verification Exchange®:*

- *collecting, using and disclosing my personal information to my employers (or to payroll or other service providers who might act on behalf of my employers) to identify me; and*
- *collecting and using my employment income, history and related information from such parties to allow you to verify those matters.*

*Equifax Verification Exchange® will handle your personal information in accordance with its [Verification Exchange Collection Statement](#).#*

# the [Verification Exchange Collection Statement](#) reference is a hyperlink to <https://www.equifax.com.au/hrsolutions/pdf/ve-collection-statement.pdf>