

# Equifax Australasia Workforce Solutions Pty Ltd

ABN 86 080 799 720

## Employer: Direct Reposed Data Service Terms for Equifax Verification Exchange® (Australia) Effective 22 July 2020

### 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 Data contributor 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 of 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, where the Applicant is an Employee, as more particularly detailed in clause 3 of these Service Terms.
- 1.5 Where you, as a Data contributor, 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 that may be specified by Equifax.
- 2.2 Without limiting clause 2.1 of these Service Terms, you acknowledge and agree to update or provide such additional material in respect of or relating to your Subscription Agreement or onboarding arrangements as we may reasonably determine is required by us 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 or onboarding that may impact your eligibility to continue to receive our Verification Services.
- 2.4 Where you obtain some or all of our Verification Services through a third party, such as a Payroll Support Provider, you confirm that you have instructed that third party to act on your behalf, including (but not limited to) notifying or communicating your instructions to us, and to provide Data on your behalf to us in relation to this Agreement.
- 2.5 Without limiting clause 2.4 and for the purposes of clause 3.2 of these Service Terms, unless we are notified otherwise, your default Authorised Officer shall also be a representative of your Payroll Support Provider.
- 2.6 For the avoidance of doubt, you authorise and appoint us as your agent for the limited purposes set out in clause 5 of these Service Terms.
- 2.7 Subject to clause 2.6 of these Service Terms, nothing contained in or implied by this Agreement otherwise 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.
- 2.8 Where we act as your agent for any purpose, you acknowledge that we may also be acting as agent for or otherwise for the benefit of a Verifier, substantially as contemplated by our Service Terms for Verifiers 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.
- 2.9 We may also retain any benefit arising from a re-use of deidentified Data.

### 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) upon your execution of a Subscription Agreement, 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:
  - (a) to access and use the Verification Services for your internal business purposes; and
  - (b) to provide the Data for the Authorised Primary Purposes 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 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 Data contributor 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.
- 4.4 Without limiting the terms of the Agreement, in the event of a termination of these Service Terms, the parties agree that, at your direction and to facilitate Verification Services that are in the process of being completed, we may continue to provide any Verification Services then outstanding under the terms of this Service Terms for a further period of up to six (6) months.
- 4.5 Subject to clause 4.4 of these Service Terms, on termination of these Service Terms and at your request we must return, delete, destroy or de-identify your Data from the Verification Exchange.

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

- 5.1 Consistent with clause 2.2 of the Terms of Supply, you authorise and appoint us as your agent for the limited purpose of:
  - (a) hosting and retaining the Data supplied by you or at your direction on the Verification Exchange to enable the performance of the Verification Services;
  - (b) reporting any errors in that Data and otherwise reporting to you on your use of the Verification Services;
  - (c) performing the Verification Services for Authorised Primary Purposes 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,
- 5.2 Unless otherwise directed by you, we may use any de-identified version of the Data to develop and offer multi-data insights, reports and market benchmarking analyses to you, other 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 Where you have outsourced some or all of your payroll management to a third-party Payroll Support Provider:
  - (a) we may access Data directly from that Payroll Support Provider for purposes of the Verification Services;
  - (b) you will ensure that any such access is made available to us pursuant to applicable Privacy Laws;
  - (c) we may compensate that Payroll Support Provider for its role in provision of that Data;
  - (d) subject to paragraphs (a), (b) and (c), this Agreement does not otherwise vary your agreement with that Payroll Support Provider; and
  - (e) if you terminate your arrangements with that Payroll Support Provider, you may continue to provide us with Data and we may continue to provide you with Verification Services in accordance with this Agreement.

#### **6. Fees and Compensation**

- 6.1 Where you obtain our Verification Services directly, we do not charge a fee and any other payments in relation the Verification Services are stated in a Subscription Agreement as agreed by the parties.
- 6.2 If you obtain all or part of our services through a third-party Payroll Support Provider, any compensation we may provide to that Payroll Support Provider does not form part of this Agreement.

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

- 7.1 To enable us to perform the Verification Services, you acknowledge and agree to supply Data containing all Active Records for your Employees each Pay Cycle and, unless otherwise specified by the Subscription Agreement, also include inactive or historical records of former Employees. In particular, you will:
  - (a) supply Data, or instruct a third party, such as a Payroll Support Provider, to supply Data:
    - (i) (other than for Employment Data within *eRecruit*) in a format as agreed by us;
    - (ii) using a secure data transfer method approved by us; and
    - (iii) for Employees before and from the Effective Date, or within such other agreed timeframe; and
    - (iv) continue to provide such Data regularly each Pay Cycle throughout the Term, at no charge to us;
  - (b) notify us in advance of any changes or modifications in format of your computer interface and/or the Data that may impact the arrangements agreed under paragraph (a) above; and
  - (c) comply with any policies or procedures that may be advised by Equifax in respect of the provision of Data (as may be supported by Law or other operational requirements in respect of the Data).
- 7.2 Where the Agreement provides for the supply of an *eRecruit* service, you direct us to extract Data directly from that information service and you consent to that secondary use of Data for the Verification Services.

## 8. Data Quality

### 8.1 You agree to:

- (a) provide complete and accurate Data for all Employees to us;
- (b) provide us with both Income and Employment Data, unless otherwise specified by the Subscription Agreement;
- (c) test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by us, or (where and to the extent relevant) cause your Payroll Support Provider to do so;
- (d) cooperate with us to identify and resolve all identified historical and ongoing Data errors within two (2) business days of your pay period end;
- (e) correct any Data as may be required within a commercially reasonable timeframe and in accordance with all applicable Laws (including where an Employee notifies Equifax of a perceived error in any Data and you subsequently determined that the Data is incorrect).

## 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/hr solutions/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) act on your direction in relation to the Data, including in relation to changes to the Data;
- (b) subject to your compliance with clauses 9.3 and 9.4 of these Service Terms, comply with all applicable Privacy Laws;
- (c) only use and disclose Data as your agent and as directed by you in accordance with clause 5 of these Service Terms for purpose of providing Authorised Verifications;
- (d) restrict access to Personal Information to personnel who need to access such information to fulfil our obligations under the Agreement;
- (e) take all reasonable steps to ensure that the Personal Information is protected against misuse, interference and loss, or unauthorised access, modification or disclosure;
- (f) provide to you on request a copy of the Data provided by you as currently in our possession;
- (g) when appropriate, review the content of any Data provided to a Verifier and direct any request made by an Employee for correction of Personal Information in that Data to you (and only respond further to such requests in accordance with your reasonable directions); and
- (h) where Personal Information has been identified by you or an Employee as incorrect, freeze any such Personal Information from access by Verifiers until such time as the Personal Information is corrected, or you confirm or direct us to otherwise handle the Data.

9.3 To the extent permitted by Law, including any Privacy Law regarding Data Breach, we will:

- (a) notify you promptly if we become aware of any actual or suspected Data Breach regarding Personal Information held by, or in the possession of, us;
- (b) comply with your reasonable directions and cooperate with you 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 you to breach any Privacy Laws and co-operate with you to resolve any complaint made under any Privacy Law.

9.4 You must only furnish (or direct any third party to furnish) Data 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 Data which:

- (a) contains "sensitive information" as defined in the *Privacy Act 1988* (Cth); or
- (b) where you are a private sector employer, is not an "employee record" as defined in that Privacy Act.

9.5 Without limiting clause 9.4, where you are an Australian, ACT or Norfolk Island government employer entity, small business operator, registered political party, State or Territory authority or a prescribed instrumentality of a State, prior to providing us with access to the Data you must have in place adequate contractual arrangements or otherwise sufficiently notified and obtained consents from your Employees to ensure:

- (a) you comply with Privacy Law when appointing us as your agent for the purposes described in clause 5 of these Service Terms; and
- (b) we can comply with Privacy Law when collecting, using, disclosing and otherwise handling such Data as contemplated by these Service Terms and the Agreement.

## 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 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 to 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).

## 12. Data, Generally

12.1 You acknowledge that:

- (a) you have, and at all times retain, effective control over the Data;
- (b) our ability to provide accurate information is dependent upon accurate Data from you;
- (c) if you only provide Employment Data, we are not able to deliver the full Verification Services to you or for the benefit of your Employees;
- (d) the amount and nature of the Data makes it impractical for us to independently verify that the Data is complete and accurate;
- (e) we take all reasonable steps to identify an Employee seeking to access and provide their Data to a Verifier through the Verification Services; however:
  - (i) an Employee may still be referred to your HR services to obtain requisite services where we cannot satisfactorily identify that Employee; and
  - (ii) except as may otherwise be imposed by Law, we will not be liable to you or an Employee where Data is released at the direction of someone we have identified as that Employee;
- (f) we will not be liable for any damages or costs incurred by you arising from any inaccuracy or omission in any Data;
- (g) 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 (h)) accessed from within Australia; and
- (h) 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 Employee disputes the accuracy or completeness of any of Data contained in a report we provide, we will refer them to you where you are the relevant employer. You or the Employee may also contact us, but that can only be to confirm the information as supplied by us to a Verifier. We do not alter Data; only you as 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:

**"Active Record"** means a unique (non-duplicate), current Employee record containing current Income and Employment Data for an Employee scheduled to be paid, or in the process of being paid, their wage, salary, benefit or entitlement within that current Pay Cycle (for the avoidance of doubt, the term does not include historical, inactive or duplicate records, or blocked or incomplete records incapable of being properly uploaded to the Verification Exchange).

**"Agreement"** means:

- (a) our Terms of Supply as incorporating these Service Terms, together with 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 those Terms of Supply, that contract as incorporating these Service Terms and documents contemplated by it.

**"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 Purposes"** means our provision of income and employment verification information relating to an Employee to a Verifier or that Employee as your agent and as authorised by that Employee or where otherwise you would be required by Law, including:

- (a) where your 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 your Employee is obligated by Law to provide the information to the Verifier;
- (c) where your Employee seeks a Consumer Employment Report or to access their Personal Information under APP12;
- (d) where your Employee appoints us as an intermediary for purposes of obtaining and providing that information to a Verifier; and
- (e) on your behalf, where directed by you and agreed by us.

**"Authorised Verification"** means a verification 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 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.

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

**"Employees"** means your current and former employees.

**"Employment Data"** means employment data of Employees provided by, or on behalf of, you 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, you 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 you regularly pay your Employees, the frequency of such a cycle may vary by Employer or your third-party Payroll Provider.

**“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 Support 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 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.

**“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 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 Equifax to receive Data from the Verification Exchange and that is legally permitted to receive the relevant Data relating to a request.

SCHEDULE A:

**Equifax Verification Exchange®**  
**VERIFICATION SERVICES – EMPLOYER: DIRECT REPOSED**  
**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>	Equifax's Relationship Manager	Name: Email: Mobile:
<b>Item 4</b>	Client (Employer)	Name: ABN:
<b>Item 5</b>	Client Authorised Officer	Name: Email: Mobile:
<b>Item 6</b>	Client details	Address:  Technical Lead (if not Authorised Officer): Name: Email: Mobile:
<b>Item 7</b>	Services	Verification Services (for Authorised Primary Purposes) <input type="checkbox"/> Employment Data only <input type="checkbox"/> Employment and Employment Income Data
<b>Item 8</b>	Term	3 years, commencing the date the last party accepts the terms of this agreement unless expressed otherwise.
<b>Item 9</b>	Effective Date	__/__/20__ (commencement of Data transfer)
<b>Item 10</b>	Special Terms (if any)	

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

- (a) the *Agreement* as defined by the *Verification Exchange Service Terms for Employer: Direct Reposed* accessible at <https://www.equifax.com.au/hrsolutions/termsandconditions.html>; and
- (b) a *VE Account Set-up* or like form (if any), as completed by the Client.

**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: