

Corporate Client Terms & Conditions

This version is effective from: 6 June 2017

Authority to bind the Client

By accepting these terms and conditions, by clicking a box indicating your acceptance or by otherwise referencing these terms and conditions, you agree that each contract for Services to be provided by Verified will be on these terms and conditions. If you are accepting these terms and conditions on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these terms and conditions. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept them and may not use the Services.

Parties

The parties to the agreement formed by acceptance of these terms and conditions (the **Agreement**) are:

- Verified (NZ) Ltd (NZBN: 9429046381675) of Wellington, New Zealand (**Verified**); and
- the entity that is registered as a corporate user on the Website (the **Client**).

Recitals

A. Verified carries on the business of providing the Services to Applicants.

B. The Client requires certain individuals to obtain the Services.

C. The Client has requested and Verified has agreed that Verified will provide the Services requested by the Client on these terms and conditions.

Operative provisions

1. Appointment

The Client appoints Verified to provide the Services requested by the Client and Verified accepts the appointment subject to these terms and conditions.

2. Request for Services

2.1 The Client shall request Verified to provide the Services via the Website. The request may be by means of placing a:

- (a) Direct Order;
- (b) Prepaid Order; or
- (c) Unpaid Order;

2.2 The provision of the Services by Verified is conditional upon the Client:

- (a) ensuring that Verified's client registration procedures (as specified through the Website) in respect of the Client are fully and accurately completed to the satisfaction of Verified; and
- (b) providing to Verified the matters specified in clause 2.3 below.

2.3 Upon making a request under clause 2.1(a) above, the Client must provide Verified with:

- (a) the identity of the Applicant for whom the Verified Report is requested;
- (b) except in the case of a request for an Exit Interview Report, a Membership Report or a Qualification Report, the Applicant's Proof of Identity (unless this has already been provided); and the Applicant's Consent (unless this has already provided);
- (c) the relevant CV Information of the Applicant;
- (d) if required by Verified, confirmation that the Client has obtained the informed consent of the Applicant; and
- (e) any other further information as may be required by Verified to provide the requested Services, in a format that is acceptable to Verified.

2.4 Upon making a request under clause 2.1(b) above, the Client must provide Verified with:

- (a) the identity of the Applicant for whom the Verified Report is requested; and
- (b) any other further information as may be required by Verified to provide the requested Services, in a format that is acceptable to Verified.

2.5 Upon making a request under clause 2.1(c) above, the Client must provide Verified with any information as may be required by Verified to provide the requested Services, in a format that is acceptable to Verified.

2.6 If the Client requests an Australian Client Only Police Check, then in addition to the other provisions of these terms and conditions, the Client accepts the terms and conditions set out in Schedule A. In the case of any inconsistency between the terms and conditions specified in Schedule A and any other term or condition, the terms and conditions specified in Schedule A shall have precedence.

2.7 Verified may refuse to accept or execute any request of the Client.

3. Provision of Services

3.1 Subject to clauses 3.2, 3.3 and 3.4 below, upon request by the Client in accordance with clause 2, Verified will:

- (a) perform the Services requested by the Client;
- (b) prepare a Verified Report for each Applicant in relation to whom the Services are requested;
- (c) if the Applicant is a Registered User, add the Verified Report to the Applicant's existing Account;
- (d) if the Applicant is not a Registered User:
 - (1) create a new Account in the Applicant's name;
 - (2) place the Verified Report in that new Account;
 - (3) provide the Applicant with a Website Password to access the Account; and
- (e) with the consent of the Applicant, provide the Client with a Website Password to access the Verified Report prepared by Verified. Please note that in order to comply with legal requirements, certain reports will be deleted from the Verified Report after the relevant prescribed time period.

3.2 If the Client, by notice to Verified, cancels its order for the Services clauses 4.6 and 4.7 will apply

3.3 If Verified has made ongoing efforts to provide the Services, but for reasons beyond its control has been unable to do so by the time specified in Verified's Cancellation, Refund and Exchange Policy, Verified may, in its absolute discretion, cancel the order. In this circumstance, in accordance with Verified's Cancellation, Refund and Exchange Policy, no refund will be payable.

3.4 If the Client orders any Service using a Prepaid Check Code®, the Check Code® is valid for a period of 1 year. If at the expiry of 1 year, the Check Code® has not been used by the Applicant or cancelled by the Client, the Check Code® will expire and no refund will be payable.

4. Invoicing and Payment

4.1 Verified shall render tax invoices to the Client in respect of the Services provided in accordance with these terms and conditions in accordance with the fees set out on the Website.

4.2 The Client must pay Verified's invoices either by:

(a) credit card, direct deposit or other methods (as amended by Verified from time to time) at the time of each request placed in accordance with clause 2; or

(b) credit account if approved by Verified.

4.3 If the Client has a credit account in accordance with clause 4.2(b) a statement for all tax invoices rendered under clause 4.1 above will be issued monthly and must be paid to Verified within thirty (30) days of the relevant month end.

4.4 If the Client fails to pay any amount to Verified, the Client must pay interest on that amount at the rate specified in this clause, from the time the amount should have been paid until it is paid. Interest accrues daily, may be capitalised by Verified and is payable on demand. The interest rate is $(x + 2)\%$ per annum where x is the interest rate quoted by the Reserve Bank of New Zealand (**Bank**) as its overdraft rate for overdrafts greater than \$100,000 (**Published Rate**) or, should there cease to be a Published Rate, the rate which the Bank designates as being an appropriate substitute for the Published Rate.

4.5 The Client must not for any reason withhold payment of any amount due to Verified.

4.6 Verified will provide a refund in the following circumstances:

(a) a Service requested by the client is no longer available; or

(b) Verified refuses to accept or execute any request pursuant to clause 2.6 above.

4.7 If the Client cancels a Service request before the Service is complete, Verified's Cancellation, Refund and Exchange Policy will apply and Verified may, in its absolute discretion, choose to provide a refund credit equivalent to part of the value of the Service after deducting reasonable charges for the administrative costs of processing the request and attempting to provide the Service.

5. Client's Representations, Rights and Obligations

5.1 The Client represents and warrants that:

(a) the Client has legal authority to accept these terms and conditions and be bound to the promises, covenants and obligations set forth in them;

(b) prior to disclosing to Verified any personal information of an individual, the Client will obtain all necessary consents, including from the Applicant, required by any legislation applicable to:

(1) the request for the Services;

(2) the disclosure of information by the Client; and/or

(3) the collection of information by Verified; and

(c) the Client will use its best endeavours to accurately provide such information as may be required from the Client by Verified to provide the requested Services.

5.2 The Client acknowledges that Verified makes no express or implied warranties or representations with respect to any future benefit that may accrue to the Client as a result of using the Services.

5.3 If Verified fails to perform or observe any obligation, term, condition or stipulation contained in these terms and conditions, then the Client may provide written notice to Verified specifying the default and specifying a period of not less than 14 days within which to remedy the default.

5.4 If Verified fails to remedy the default within the period specified within a notice issued pursuant to clause 5.3 above, then the Client may, without limiting any other rights or remedies, issue a Dispute Notice pursuant to clause 11.1 below.

5.5 If, following the process of conferral the subject of clause 11.2 below, the Client remains unsatisfied with Verified's performance of its obligations contained in these terms and conditions, then the Client may, by notice of not less than 30 days, terminate the Agreement.

6. Confidentiality

6.1 The Client acknowledges that the Verified Reports prepared by Verified under these terms and conditions are prepared for the exclusive use of the Applicant and access to each Verified Report is made available to the Client, the Client's employees and/or the Client's nominees only in accordance with the terms of the relevant Applicant's Consent.

6.2 Other than as permitted under these terms and conditions or in order to comply with any law or requirement of any regulatory agency, the Client, the Client's employees and/or Client's nominees and their employees, officers and agents must maintain the confidence of and not disclose to any person or company:

(a) the Website Password;

(b) any conclusion, results or other information contained in any Verified Report; or

(c) any other information provided by Verified to the Client as part of the provision of the Services under these terms and conditions.

6.3 The Client, the Client's employees and/or Client's nominees and their employees, officers and agents will comply with the requirements and obligations under all laws concerning privacy that are applicable to the Client or the Client's employees, officers or agents. If the Client is an Australian corporation, the Client, the Client's employees, officers and agents will comply with the *Privacy Act 1988* (Cth) and the Privacy Principles.

6.4 The obligations under this clause 6 survive the termination of the Agreement.

7. Verified's Representations, Rights and Obligations

7.1 Verified represents and warrants that:

(a) Verified has legal authority to enter into the Agreement and be bound to the promises, covenants and obligations set forth in these terms and conditions;

(b) the Website does not contain any materials that are:

(1) sexually explicit, obscene, or pornographic;

(2) offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);

(3) graphically violent, including any violent video game images; or

(4) solicitous of any unlawful behaviour;

(c) Verified has obtained any necessary clearances, licenses, or other permission for any intellectual property used on the Website. Nothing on the Website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Verified have any reason to believe that any person or entity will bring or threaten such a claim in the future;

(d) Other than, pursuant to clause 3 above, to notify the Applicant by email that it has provided the Services at the Client's request, Verified will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing the Client;

(e) Verified has obtained and will maintain at all times comprehensive insurance policies with reputable insurers as would reasonably be expected for a publicly listed company providing screening and verification services, including a professional indemnity policy and a statutory liability policy.

7.2 If the Client fails to perform or observe any obligation, term, condition or stipulation contained in these terms and conditions, then Verified may provide written notice to the Client specifying the default and specifying a period of not less than 14 days within which to remedy the default.

7.3 If the Client fails to remedy the default within the period specified within a notice issued pursuant to clause 7.2 above, then Verified may, without limiting any other rights or remedies by notice of a further period of not less than 30 days, terminate the Agreement.

7.4 Verified may change, suspend, limit, restrict or discontinue any aspect of the Services at any time without notice or liability including the availability of and access to any feature, Service, Verified Report or other material on the Website (or part thereof).

7.5 Verified may not disclose any of the Client's confidential information to any person or entity, except where compelled by law, without the prior written consent of the Client.

8. Acknowledgement, Changes and Upgrades

8.1 The Client acknowledges that it has read these terms and conditions, has had an opportunity to consult with its own legal or professional advisers if it so desired, and agrees to all terms and conditions.

8.2 By providing the Login information requested on the Website and checking the box indicating acceptance of the terms and conditions, or by placing further orders with Verified following Verified's notice, in accordance with clauses 8.3 and 16.1 below, to the Client of a change to the terms and conditions, the Client:

(a) agrees to be bound by these terms and conditions (or terms and conditions as varied);

(b) acknowledges and agrees that the Client has independently evaluated the terms and conditions (or terms and conditions as varied) and is not relying on any representation, guarantee, or statement other than as expressly set forth in these terms and conditions (or terms and conditions as varied); and

(c) represents and warrants that the Client:

(1) is lawfully able to enter into contracts; and

(2) is and will remain in compliance with these terms and conditions (or terms and conditions as varied).

8.3 The Client agrees that these terms and conditions may be amended at any time if:

- (a) Verified notifies the Client of an amendment by email or by providing notification on the Website; and
- (b) either:
 - (1) a representative of the Client accepts the amended terms and conditions on behalf of the Client; or
 - (2) the Client places further orders with Verified.

9. Indemnity and liability

9.1 Verified will use its best endeavours to provide Verified Reports containing accurate information and in a timely manner, but Verified does not warrant nor accept responsibility for the accuracy or timeliness of the information provided to it by Third Party Suppliers.

9.2 The Client will indemnify, release, discharge and hold harmless Verified, its directors, employees, officers, contractors and overseas agents from and against any and all losses, liabilities, damage, costs and expenses suffered or incurred by Verified arising out of:

- (a) any incorrect, inaccurate, incomplete or defective information provided to Verified by the Client;
- (b) any delays or failure of Verified to provide information (including in any Verified Report) caused or contributed to by the Client or Third Party Suppliers; and
- (c) the Client carrying out or failing to carry out its obligations under these terms and conditions.

9.3 Verified shall indemnify, and hold harmless, the Client and its employees, officers, directors, and representatives, from and against all claims, damages, losses, liabilities, costs, and expenses (including legal costs) relating to:

- (a) any breach of any term or condition by Verified; or
- (b) Verified's or its employees' negligence or wilful misconduct.

9.4 Neither party shall be liable to the other for loss of actual or anticipated profits, or for any consequential, special, contingent or penal damages arising in connection with the Agreement, the Website or any Verified Report. The parties shall be limited to recovery of damages that have arisen directly out of the Agreement.

10. Intellectual Property Rights

10.1 Unless otherwise agreed, the Client shall make available to Verified the Client's Logo, in a format capable of being reproduced and displayed on the Website, on Verified Reports and in promotional material.

10.2 If the Client changes its name or changes the Client's Logo, the Client shall, as soon as practicable, notify Verified accordingly, and, unless otherwise agreed, make available the Client's Logo as revised.

10.3 By the Agreement the Client grants to Verified a non-exclusive and non-transferrable licence to use the Client's Logo on the terms specified in these terms and conditions for the term of the Agreement.

10.4 The Client retains all right, ownership, and interest in the Client's Logo, and in any copyright, trademark, or other intellectual property in the Client's Logo. Nothing in these terms and conditions shall be construed to grant Verified any rights, ownership or interest in the Client's Logo, or in the underlying

intellectual property, other than the rights to use the Client's Logo granted under the Licence granted by clause 10.3 above.

10.5 Unless the parties have agreed that the Client will be a Silent Client:

- (a) Verified may, in its absolute discretion, name the Client on the Website as a "Valued Partner" of Verified;
- (b) Verified may use and display the Client's Logo on the Website, in combination with logos of other clients; and
- (c) Verified may use and display the Client's Logo, in combination with logos of other clients, in marketing collateral that identifies the Client as a valued customer of Verified.

10.6 Verified may reproduce the Client's Logo and/or the Client's name on any:

- (a) Verified Report provided at the request of the Client; and
- (b) Exit Interview Report, Membership Report or Qualification Report, as appropriate.

10.7 In using the Client's Logo in accordance with this clause 10, Verified may not alter, add to, subtract from, or otherwise modify the Client's Logo (except to resize it) without the prior consent of the Client.

10.8 In using the Client's Logo and naming the Client in accordance with this clause 10, Verified shall not:

- (a) infer, imply or suggest that Verified is a related party of the Client;
- (b) misrepresent the Website as a website of the Client;
- (c) in any way associate the Client with any image or content that is in any way unlawful, offensive, profane, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable.

10.9 By the Agreement Verified grants to the Client a non-exclusive and non-transferrable licence to use the Website on the terms specified in the terms of use published on the Website.

10.10 Verified retains all right, ownership, and interest in Website, and in any copyright, trademark, or other intellectual property found in the Website or used to provide the Services. Nothing in these terms and conditions shall be construed to grant the Client any rights, ownership or interest in the underlying intellectual property used to provide the Services, other than the Licence granted by clause 10.9 above.

11. Dispute Resolution

11.1 If at any time either party believes there is any Dispute between the parties, that party may issue a Dispute Notice to the other, specifying the Dispute and identifying the relevant background and facts.

11.2 The parties shall, as a condition precedent to commencement of any proceedings in respect of the Dispute, forthwith confer in an endeavour to settle the Dispute.

11.3 Conferral pursuant to clause 11.2 must be in person and attended by a senior executive officer of each party who has authority to bind that party.

11.4 If the parties fail to agree within 14 days after first conferring, either party may commence legal proceedings in respect of the Dispute.

12. Termination

12.1 The Agreement will terminate immediately on:

- (a) Verified receiving from the Client, a notice pursuant to clause 5.5 above; or
- (b) the Client receiving from Verified, a notice pursuant to clause 7.3 above.

12.2 The Agreement may be terminated without cause by either party on not less than 30 days' written notice to the other party.

12.3 Upon termination of the Agreement, Verified shall on request cease to display the Client's Logo on the Website and shall remove all reference to the Client's name from the Website, provided that Verified may continue to use, as appropriate, the Client's name and the Client's Logo on any Exit Interview Report, Membership Report or Qualification Report.

13. Relationship of the Parties

13.1 Nothing in these terms and conditions creates a partnership, joint venture or agency between the parties for any purpose whatever.

13.2 Neither party has authority or power to bind the other party or to contract in the name of the other party in any way or for any purpose.

14. GST

14.1 If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

15. Use of CAAS

15.1 If, in its absolute discretion, Verified provides the Client with access to CAAS to enable the Client to place orders for Applicants and retrieve results, then the provisions of this clause 15 shall apply.

15.2 In order to use CAAS, the Client must:

- (a) maintain a https connection approved by Verified;
- (b) embed the Verified "Applicant Consent terms and conditions page" (as will be provided by Verified upon providing the Client with access to CAAS, and as updated from time to time) within their order process, and include a checkbox below this on their site;
- (c) embed the Verified "ID terms and conditions page" (as will be provided by Verified upon providing the Client with access to CAAS, and as updated from time to time) within their order process, and include a checkbox below this on their site; and
- (d) comply with all reasonable directions given by Verified in relation to any matters of a technical or security nature concerning the implementation, operation or review of CAAS or any orders placed or to be placed using CAAS.

15.3 The Client must:

- (a) appoint one or more officers authorised to:
 - (1) accept these terms and conditions and agree to any amendments to the terms and conditions;
 - (2) address any operational issues concerning CAAS, including answering questions posed by third party suppliers of information; and
 - (3) deal with any issues of a technical or security nature that may arise in respect of CAAS;

- (b) ensure that if any officer appointed under this sub-clause 15.3 ceases employment with the Client or takes leave from their employment, another officer is appointed to carry on their role;
- (c) keep Verified informed of the identity and contact details of any officers appointed under this sub-clause 15.3.

15.4 In respect of each order placed using CAAS, the Client warrants to Verified and represents to any third party information supplier that provides information in response to the order that:

- (a) the Client is satisfied as to the identity of the relevant applicant;
- (b) the Client has complied with any requirement specified by Verified as a prerequisite to ordering any check forming part of that order; and;
- (c) all information provided through CAAS is true and correct.

15.5 The parties agree that from time to time it may become necessary to suspend operation of CAAS for technical or security reasons. If either party requests a suspension of operation of CAAS, the other party will use reasonable endeavours to comply with the request and to provide whatever assistance is required to resume operation of CAAS as soon as practicable.

15.6 If Verified reasonably suspects that the Client has breached any warranty or failed to comply with any obligation imposed by this clause 15, then, without limiting any other right or remedy that may be available to Verified, Verified may, in its absolute discretion, immediately suspend, withdraw or terminate the Client's ability to use CAAS without the need for any further notice.

16. Notices

16.1 A notice or other communication connected with the Agreement (**Notice**) has no legal effect unless it is in writing. A Notice to the Client will be validly given if posted on the Website. A Notice to either party may be sent by prepaid post, delivered by hand, by email or by facsimile to the address, email address or facsimile number of the addressee set out in these terms and conditions or subsequently notified. A Notice must be treated as given to and received by the party to which it is addressed:

- (a) if published on the Website, on the day after publication;
- (b) if sent by post, on the 2nd Business Day (at the address to which it is posted) upon posting;
- (c) if delivered by hand before 5pm on a Business Day at the place of delivery, upon delivery; or
- (d) if delivered by email or facsimile, upon sending.

16.2 A Notice delivered after 5pm (at the address of the recipient) or on a day that is not a Business Day is treated as given on the following Business Day at the address of the recipient.

17. The Agreement

17.1 The Agreement is governed by and construed under the law of New Zealand.

17.2 Each party irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this jurisdiction.

17.3 The provisions of the Agreement do not merge with any action performed or document executed by any party for the purposes of performance of this Agreement.

17.4 Any indemnity agreed by any party under the Agreement:

- (a) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
- (b) survives and continues after performance of the Agreement.

17.5 The Client must not transfer any right or liability under the Agreement without the prior consent of Verified.

17.6 Any failure by any party to exercise any right under the Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

17.7 The rights of a party under the Agreement are cumulative and not exclusive of any rights provided by law.

17.8 If any provision of the Agreement is invalid, unenforceable or illegal then it is severed without invalidating or affecting the remaining provisions of the Agreement.

18. Definitions and Interpretation

18.1 In these terms and conditions unless the context otherwise requires:

(a) **Account** means a page or set of pages on the Website, dedicated to the Applicant's CV Information, and access to which is restricted to certain Verified employees and the Applicant by means of a Website Password;

(b) **Agreement** means the agreement formed by the Client's acceptance of these terms and conditions;

(c) **Applicant** means the person to whom a Verified Report is required to be provided;

(d) **Applicant's Consent** means the document (as amended by Verified from time to time) or other method approved by Verified by which the Applicant provides its consent for the Verified Report to be prepared and which may specify the parties to whom Verified is initially authorised to provide a copy of the Verified Report;

(e) **Applicant's Proof of Identity** means verification of the Applicant's identity in the form required by Verified on the Website, which may include identification documents and biometrics;

(f) **Australian Police Check** means a national police history check that is provided directly by Verified to the Client, not provided by Verified to the Applicant and not shared with the Client by the Applicant using Verified's sharing platform and sharing software;

(g) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

(h) **CAAS** means checking as a service, delivered through the use of an application programming interface;

(i) **Cancellation, Refund and Exchange Policy** means the document that can be found ;

(j) **Client's Logo** means a graphic representation of the Client's name or trademark regularly used by the Client to identify itself;

(k) **CV Information** means and includes the information included in curriculum vitae, a resume, a tenancy application or other document or information relating to or including career, personal, rental and other accommodation history or other information of an Applicant, and in the case of a request for:

(1) an Exit Interview Report, includes details of the Applicant's employment or tenancy history;

- (2) a Membership Report, includes details of the Applicant's membership with the Client; or
- (3) a Qualification Report, includes details of the qualification awarded to the Applicant by the Client;
- (l) **Verified Report** means a report on (or downloaded from) the Verified Website setting out the results of Verified's checking and verification of the truth and accuracy of career, personal, professional, rental and other accommodation history and/or other information of the particular Applicant, including an Exit Interview Report, Membership Report or Qualification Report;
- (m) **Exit Interview Report** means a report on (or downloaded from) the Website recording details of the Applicant's employment by the Client or the Applicant's tenancy as managed by the Client;
- (n) **Membership Report** means a report on (or downloaded from) the Website recording details of the Applicant's membership with the Client;
- (o) **Privacy Principles** means the Australian Privacy Principles contained in Schedule 1 to the *Privacy Act 1988* (Cth) or the New Zealand Privacy Act 1993 as amended from time to time;
- (p) **Qualification Report** means a report on (or downloaded from) the Website recording details of a qualification awarded to the Applicant by the Client;
- (q) **Registered User** means a customer of Verified who completes the registration process available on the Website;
- (r) **Services** means:
- (1) in the case of a request for an Exit Interview Report, recording information provided by the Client in respect of the Applicant's employment by the Client or the Applicant's tenancy, as the case may be;
 - (2) in the case of a request for a Membership Report, recording information provided by the Client in respect of the Applicant's membership of the Client;
 - (3) in the case of a request for a Qualification Report, recording information provided by the Client in respect of the qualification awarded to the Applicant by the Client; and
 - (4) in the case of any other request for Services, the checking and verification of the truth and accuracy of career, personal, professional, rental and other accommodation history and other information regarding relevant Applicants including by way of enquiries with government agencies, tertiary institutions and other organisations or individuals, and the provision of a Verified Report on the Website and associated services;
- (s) **Silent Client** means a corporate client of Verified that is not to be identified on the Website as a corporate customer of Verified;
- (t) **Third Party Suppliers** means individuals or organisations who supply information to Verified in connection with Verified providing the Services to the Client;
- (u) **Website** means the Verified website www.Verified.com on the world wide web; and
- (v) **Website Password** means a Username and User ID provided by Verified and password selected by the Applicant or the Client (as the case may be) to access the Applicant's Account.

18.2 In these terms and conditions unless the context otherwise requires:

- (a) clause headings are for reference purposes only;

- (b) the singular includes the plural and vice versa;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to a party to the Agreement includes its successors and permitted assigns;
- (f) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (g) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment; and
- (j) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day.

18.3 These terms and conditions are the entire agreement and understanding between the parties on everything connected with the subject matter of the Agreement and supersedes and overrides any prior agreement or understanding on anything connected with that subject matter or any terms and conditions of the Client.

SCHEDULE A – ADDITIONAL CONDITIONS APPLICABLE IF AN AUSTRALIAN POLICE CHECK IS ORDERED

Note: The following provisions are mandatory components of all Customer Contracts as a condition imposed by ACIC in order for Verified to be able to place an order for an Australian Client Only Police Check.

A.1. In this Schedule A:

- a. “**ACIC**” means the Australian Criminal Intelligence Commission;
- b. “**ACIC Terms of Service**” means the document described as Terms of Service issued and updated by ACIC;
- c. “**ACIC Representative**” means the person holding or performing the office of Manager, Customer Relations and Operations, National Police Checking Service;
- d. “**Disclosable Court Outcomes**” means the record of court convictions and findings of guilt, to which provisions of relevant spent convictions/non-disclosure legislation and/or information release policies have been applied;
- e. “**NPHC**” means a National Police History Check carried out by ACIC and provided to the Client directly by Verified, without a copy being provided to the Applicant and without a copy being shared with the Client by the Applicant using Verified’s sharing software and sharing platform;
- f. “**Personal Information**” has the same meaning as in the *Privacy Act 1988* (Cth);

g. “**Police History Information**” means information relating to Disclosable Court Outcomes, non-disclosable court outcomes or other information regarding the name obtained by an Australian Police Agency and included within a NPHC.

A.2. The Client agrees to comply with the information security requirements specified in the ACIC Terms of Service.

A.3. The Client agrees and acknowledges that:

- a. the accuracy and quality of a NPHC depends on accurate identification of the Applicant (including aliases) according to the information provided in the Application Form and the comprehensiveness of police records;
- b. the information in the Australian police records searched for a NPHC may not be up to date or include convictions prosecuted by non-police agencies;
- c. whilst every care will be taken by ACIC to conduct a search of Police History Information held by Australian Police Agencies that relate to the Applicant, the report may not include all Police History Information relating to the Applicant, for reasons including incorrect name matching and the operation of laws that prevent disclosure of certain Police History Information;
- d. the NPHC is a point in time check and should not be relied upon for an unreasonable amount of time;
- e. a NPHC is provided on a name check basis only, so it is important to provide the Applicant with a reasonable opportunity to respond to or validate the information in this report before making any decisions that may adversely affect the Applicant;
- f. to the extent permitted by law, all information provided in a NPHC is made available by ACIC for use on the following conditions:
 - i. ACIC makes no representation or warranty of any kind without limitation in respect to accuracy; and
 - ii. the information in the NPHC should form only one part of any process for determining a person's suitability for any entitlement, profession, undertaking, appointment or employment; and
- g. to the extent permitted by law, neither ACIC nor Australian Police Agencies accept responsibility or liability for any error or omission in the information.

A.4. Provided that ACIC, the ACIC Representative, and any person authorised by the ACIC Representative complies with the Client's security requirements and relevant codes of behaviour, the Client shall, on written request from ACIC, provide the ACIC Representative, and any person authorised by the ACIC Representative, access to the Client's premises, and to records and accounts in connection with the handling of Police History Information, including the right to copy, for the purposes of ACIC auditing the Client's handling of Police History Information.

A.5. The Client shall:

- a. regardless of whether or not it would otherwise be bound by the provisions of the *Privacy Act 1988 (Cth)* (the **Act**), act as if it were an APP Entity when dealing with Police History Information and the Applicant's Personal Information obtained for the purpose of ordering a NPHC;
- b. use or disclose Personal Information obtained during the course of this Contract, only for the purposes of this Contract;
- c. not use or disclose Personal Information, or engage in an act or practice that would breach section 16F of the Act, or a Privacy Principle, particularly Australian Privacy Principles 2, 3, 8 and 9, or an Approved Privacy Code, unless:

- (i) in the case of section 16F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Contract; or
 - (ii) in the case of a Privacy Principle or an Approved Privacy Code, the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice is consistent with the Privacy Principle or Approved Privacy Code;
- d. on request, notify individuals whose Personal Information is held by the Client of the complaints mechanism outlined in the Act that may apply to the Client;
- e. ensure that any officer, employee, or agent of the Client who is required to deal with Personal Information for the purposes of this Contract, is made aware of the obligations of the Client as set out in this clause; and
- f. notify the ACIC Representative if the Client:
- (i) becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause;
 - (ii) becomes aware that a disclosure of Personal Information may be required by law; or
 - (iii) is approached by the Privacy Commissioner, or by any individual to whom any Personal Information held by the Client relates, in respect of the Personal Information.

A.6. The Client shall ensure that an Applicant for a NPHC is notified of any matters relating to Police History Information obtained from a NPHC that could cause an adverse decision in respect to their assessment.

A.7. The Client shall not, unless ACIC has provided prior written approval or where disclosure is required by law and ACIC is informed:

- a. disclose to any third party (other than the Applicant), Police History Information about the Applicant;
or
- b. enter into an arrangement that would otherwise indicate the outcome of a NPHC.

A.8. The Client shall not make Police History Information a permanent part of its records and shall retain Police History Information or an Applicant's informed consent for no longer than 12 months, unless required to do so by any law