

Australian Death Check User Terms and Conditions of Use – Third Party Terms

Acting as the Australian Coordinating Registry (ACR), the Registry of Births, Deaths and Marriages (RBDM) Queensland provides access to the Australian Death Check (ADC) service as a secure electronic data matching service to enable clients to match agency data to life event data, in real time, via Data Service Brokers (DSB). User is an agency approved by the ACR to access the ADC via a DSB.

1. Introduction

Your access to and use of the ADC is subject to these Australian Death Check user terms and conditions of use (these **Conditions**).

2. Pre-conditions of Access

To be able to access ADC data, you must:

- (a) be carrying on a business in Australia;
- (b) have an operational ADC Business User ID;
- (c) be a current Approved ADC User;
- (d) ensure any ADC Match Results you receive are recorded so as to allow the efficient and effective auditing of your compliance with these Conditions;
- (e) ensure your systems and any access to it is appropriately secured, and logs are auditable and reportable to ensure user access is properly authorised and recorded, to enable compliance and audit checks;
- (f) meet all other requirements the ACR or your DSB may advise you of relating to your access and use of the ADC. This may include conditions and/or requirements imposed following application assessment, the eligibility policy, technical or other specifications advised to you to enable connectivity to the service, noting this is not an exhaustive list;
- (g) appoint a duly Authorised Representative;
- (h) represent and warrant all information provided to the ADC by any means and at any time (including in, or in relation to, any application in relation to your access to or use of the ADC) is true, correct, accurate and not misleading;
- (i) you acknowledge and agree that you will be legally bound by, and must observe, these Conditions of Use (which you have acknowledged that you have received, read and understood) from the date you are advised in writing by your DSB that you have been registered as an approved ADC User.

3. Conditions of Access

- (a) you will ensure that all your Personnel are aware of and comply with all provisions of these Conditions that are relevant to their role, function and duties;
- (b) you will ensure that you are only using the services for administrative data cleansing purposes (which is the validation or updating of individual data records for legislative compliance purposes, or where deemed to be in the public interest. It is not allowable for use for research and/or statistical purposes);
- (c) you will ensure that your use of the ADC does not (and does not attempt to) modify, interfere with, disrupt, adversely affect or misuse the ADC or ADC functionality in any way, or interfere with or disrupt use of the ADC by any other person;
- (d) you will ensure that, your access to and use of the ADC (which includes submission of ADC Requests via a DSB) and your access to and use of ADC Match Result data complies with all laws, regulatory requirements, and complies with all codes of conduct to which you ascribe;
- (e) you will promptly provide your DSB and/or the ACR with any information requested in respect to your access to or use of the ADC, including any routine reports and certifications;
- (f) you will strictly comply with all requirements, instructions and guidance your DSB and/or the ACR advises you in respect to your access to and use of the ADC and Match Result data and any other related matter. This may include conditions and/or requirements imposed following application assessment, the eligibility policy, technical or other specifications advised to you to enable connectivity to the service, noting this is not an exhaustive list;
 - i. only access and use the ADC and ADC Data within Australia;
 - ii. not allow any person other than your authorised Personnel to access or use Information Match Data or your ADC Business User ID;
 - iii. only access and use the ADC and ADC Match Result data exclusively for your own internal purposes;
 - iv. not use the ADC, or collect, store or use ADC Match Data, for any purpose associated with the provision, or potential provision of, an information service (on-provide data) to any person;
 - v. not use or disclose any personal information (as defined in relevant Privacy Laws), if any, contained in any ADC Match Result or otherwise provided by the ADC for any purpose other than your access and use of the ADC; and
 - vi. not make any adverse public statement concerning the ACR/ADC or your access to or use of it;
 - vii. you will not, by act or omission, directly or indirectly, mislead any person in relation to the ADC, your access to or use of the ADC or any related matter;

- (g) you will fully cooperate with and support any audit or verification process your DSB and/or the ACR (or their agents) wishes to conduct or verify your compliance with these Conditions, without limitation including providing your DSB and/or the ACR with prompt access to relevant records, systems, premises and facilities. Such audits may be conducted at any time, with minimal disruption to the continuity of the agency, with or without notice and, without limitation, may:
 - i. assess the management of your IT systems and any other environments used for the ADC;
 - ii. review the storage and use of any match result data;
 - iii. review and test your security procedures;
 - iv. review your personal information handling practice in compliance with any relevant Privacy
 - v. Laws.

4. Privacy and information use

You must:

- (a) ensure your use of the ADC at all times complies with all applicable laws, without limitation including all relevant Privacy Laws, and your own privacy policy relevant to your service;
- (b) unless authorised in writing by your DSB and/or the ACR, not use or disclose any personal information obtained through your use of the ADC for any purpose other than your approved conditions of access and use of the ADC.

5. Your facilities

You will provide everything that you need to access and use the ADC and ensure that your equipment and facilities are properly configured and otherwise meets all relevant requirements advised by your DSB and/or the ACR.

6. Security

- (c) You will comply with all security procedures advised to you in relation to the ADC by your DSB and/or the ACR, and take all reasonable action to protect and maintain the security of the ADC and your access to and use of it, including, without limitation, maintaining the security of all tokens, access codes, encryption keys and other information relating to access, authentication or security relating to the ADC;
- (d) You will take all reasonable action to prevent and detect unauthorised use of the ADC and access to ADC services;
- (e) You will immediately notify your DSB if you know or suspect that access or authentication security information has been compromised or any other kind of unauthorised use or security breach has occurred, or if you know or suspect that there is a security vulnerability, fault, error or problem in the ADC or any ADC Match Result.

7. Use of ADC data

- (a) Provision of matched data must be in the public interest and be limited to directly fulfilling the approved purpose as outlined within the application;
- (b) You must only allow access to the ADC and matched data to authorised persons and for the purpose for which approval has been granted (as listed in the application);
- (c) You must not use the data in a way that enables re-identification or breaches privacy legislation, including contact with the individuals next of kin or other family members of a person to whom the data relates, unless:
 - i. explicit individual consent has been provided by individuals;
 - ii. other activities which enable re-identification have been explicitly approved by RBDM. (Data cleansing using re-identification is permitted where this activity is approved);
 - iii. this is otherwise permissible under any relevant legislation.

8. Updates and changes to the ADC

The ADC may be upgraded and its features, functionality and other characteristics may change from time to time. The ADC will endeavour to provide reasonable notice of any changes that the ADC considers is not routine to DSBs for notification to users.

9. The ADC is provided 'as is' and 'as available'

- (a) the ADC has been implemented in a technical environment that is designed to provide availability and be fault tolerant. However, as with any technology-based facility, the speed and characteristics of the ADC will vary at different times and under different circumstances and the ADC may not always work as described, and the ADC and ADC Match Results may be subject to faults, errors, interruption or breakdown or be fully or partially unavailable.
- (b) You acknowledge and agree that, your access to and use of the ADC is on an 'as is, as available' basis only without limiting the foregoing;
- (c) You will ensure your business processes and operations can be satisfactorily conducted despite the ADC or ADC Match Results being subject to faults, errors, interruption or breakdown or be fully or partially unavailable for any reason;

- (d) Any information your DSB and/or the ADC provides regarding availability, performance or other service levels or characteristics relating to the ADC, no matter how expressed, are non-contractual statements of intent only and do not constitute a representation or warranty of any kind;
- (e) you acknowledge and agree that you:
 - i. are solely responsible for your business processes and decisions; and
 - ii. will, where any issues arise with your customers or other stakeholders that in any way relate to your access to or use of the ADC or ADC Match Results, ensure that the relevant customers and stakeholders understand that you are the sole point of contact in relation to those issues; and
 - iii. will manage and resolve all such issues yourself or with your DSB as expeditiously as possible and without seeking to involve the ACR in any way.

10. Changes to these conditions

The ACR can update or otherwise vary these Conditions by not less than 45 days prior written notice to DSBs.

11. Cancellation

Your DSB will promptly cancel your access if you notify them to do so. The DSB will notify the ACR of the cancellation.

12. Auditing

- (a) The ACR will not held liable for any costs incurred by the Agency or its Users to comply with auditing requests made by your DSB and/or the ACR;
- (b) Audit logs must be made available to your DSB and/or the ACR within 3 business days of a request.

13. Suspension and Termination

- (c) The ACR may refuse access to the ADC, or suspend its operation in whole or in part either for you as a specific User Agency, or for your DSB, at any time for any reason the ACR thinks fit;
- (d) The ACR may terminate your access:
 - i. with or without cause at any time, for either a persistent breach, or a material breach that is not capable of being remedied, by not less than 60 days prior written notice to your DSB; and
 - ii. where you have breached these Conditions, immediately by written notice to you.

14. Indemnity

You indemnify the ACR against any loss, damage, cost, expense (including legal expenses on a solicitor and own client basis), claim, proceeding or liability of any kind that the ACR (or our Personnel) may incur, that arises (no matter how arising including from negligence by the ACR) out of or in connection with, your use (including unauthorised use) of your ADC Business User ID, your access to or use of the ADC and ADC Match Results, the correctness or otherwise of ADC Match Results, your Agency or the lawful exercise of our rights pursuant to these Conditions.

15. Priority

To the extent of any inconsistency between a provision in this document and any other provision forming part of these Conditions, the provision in this document will prevail.

16. Disclaimer and liability

- (a) You acknowledge that we provide ADC Match Results based on information provided to us by jurisdictional Registries of Births, Deaths and Marriages (the Official Record Holders) and that we have not independently verified the accuracy or completeness of the information provided.
- (b) The ADC and ADC Match Results are made available without any representation or warranty of any kind (without limitation in respect to the accuracy of ADC Match Results) and the ACR has no liability to you in respect of any loss or damage that you might suffer no matter how arising (including from negligence by the ACR) that is directly or indirectly related to the ACR, ADC, or ADC Match Results or any other relevant matter, without limitation including any Approved Agency;

17. Notice

Your DSB and/or the ACR may advise or notify you of any matter in relation to the ADC and these Conditions by email, mail, facsimile or telephone to any relevant address or number that you have provided in your application or to your DSB.

18. Applicable law and jurisdiction

These Conditions are governed by, and are to be construed in accordance with, the laws of Queensland. The ACR and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Definitions

In these Conditions, unless the context implies a contrary intention, the following terms have the meaning set out below:

ACR means the Australian Coordinating Registry and its Queensland Government officer acting and represented by the Registry of Births, Deaths and Marriages acting as the Australian Coordinating Registry and, in relation to any clause in which it is used and also includes each Official Record Holder and (in the case of State and Territory information) BDMs.

ADC means the system (including all associated services, infrastructure, applications, facilities, functionality, data, information and material, whether belonging to or operated by the ADC) established by the ADC to provide ADC Match Results (but does not include any ADC Access Service).

ADC Access System means systems and facilities that you use to connect to and interact with the ADC.

ADC Business User ID means a number or other mechanism (and associated access credentials) provided by the ADC by which you are uniquely identified to the ADC for purposes including accessing the ADC, transaction processing, and record keeping.

ADC Match Request means an electronic request to the ADC by a user (required to be submitted in a structured electronic format advised by the ADC) to be provided with an ADC Match Result in relation to the details of relevant information.

ADC Match Result means, in respect to an ADC Request, an electronic response indicating that the information provided in the request either matches or does not match the relevant official record data, or that a system error has been encountered in trying to process that request.

ADC Testing Environment means any system or facility the ADC makes available to you for testing purposes.

Agency means an agency as defined in the Australian Privacy Act.

Applicant Authorised Representative means the Applicant's duly authorised representative who is a person who can commit the applicant entity to the ADC Terms and Conditions. They may be a different person to the Applicant authorised contact person who will deal with day-to-day matters in connection with the ADC and will otherwise act as the primary point of contact with RBDM.

Approved DSB means an approved Data Service Broker approved by the ACR to provide agencies with access to the ADC service.

Australian Privacy Act means the Privacy Act 1988 (Cth).

BDMs means Registries of Births, Deaths and Marriages in Australian States and Territories.

Our means the ACR / ACR Officer.

Person includes a natural person, partnership, unincorporated or incorporated association, corporation or body politic.

Personal information has the meaning defined in the relevant Privacy Law.

Personnel includes employees, officers, directors, contractors and agents.

Privacy Laws means the Australian Privacy Act; the Queensland Privacy Act, and any other law relating to privacy or personal information which you may be subject to.

Queensland Privacy Act means Information Privacy Act 2009 (Qld).

We and us means Queensland Government represented by the Department of Justice and Attorney-General (QLD) and also includes each Official Record Holder, or BDM.

User means each person (and, if relevant, each automated system) who can initiate an ADC Request in relation to your ADC Business User ID.

You and Your means the relevant ADC Business User, and, as the context admits, each relevant User.