

## ComplyAdvantage PEP and Sanctions Services – Third Party Terms

These terms (**Terms**) apply if you are provided with access to the ComplyAdvantage PEP and Sanctions Services (**Services**) under the Agreement. The Services are supplied by a third party, IVXS UK Limited trading as ComplyAdvantage (**Supplier**).

1. You may only use the Services for the Authorised Use which includes, but isn't limited to, anti-money laundering regulations, national security, crime prevention and detection, anti-fraud processes, asset recovery, asset reunification and pre-employment checks.
2. Supplier Data is made available only for your use as part of the Services and must not be made public by you, unless required by applicable Law.
3. You acknowledge and agree that:
  - (a) the Supplier gives no opinion and makes no recommendation in relation to persons appearing in the Supplier Data and/or the Services;
  - (b) results derived from your use of the Supplier Data and/or the Services should not be used to draw any automatic conclusion, or relied upon in isolation to make a decision, relating to any person flagged or not flagged in the course of your use of the Supplier Data and/or the Services; and
  - (c) all User Data provided to the Supplier will comply with Privacy Laws in all regards, including in terms of its collection, storage and processing, in particular in regard to providing applicable notices and/or obtaining consents from data subjects as required under the Privacy Laws.
4. Neither we or the Supplier warrant that:
  - (a) the supply of the Supplier Data and/or the Services will be free from interruption;
  - (b) the Supplier Data and/or the Services are accurate, up to date, complete, reliable, useful, fit for purpose or timely;
  - (c) the Supplier Data and/or the Services have been tested for use or suitability by you; or
  - (d) the Supplier Data and/or the Services will meet any of your statutory obligations.
5. In the event you identify a mistake, inaccuracy, or inconsistency in the Supplier Data and/or the Services, you will use reasonable efforts to notify us or the Supplier of this in a timely manner.
6. If the Supplier provides links from its website, or the Services contain links to other sites and resources provided by third parties, these links are provided for your information only. The Supplier has control over the availability or content of such other sites or resources and accepts no responsibility or liability for them or for any loss or damage that may arise from your use of third-party sites or materials.
7. The Supplier may change the Services from time to time, provided that any such changes doesn't fundamentally alter the nature of the Services.
8. You must ensure that the Supplier Data and the Services are kept secure and that you use appropriate security practices and systems to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Supplier Data and the Services. Such appropriate security practices will not be of a standard lower than the steps that you take to protect the User Data or Confidential Information of a similar nature.
9. You will not:
  - (a) use the Services in any way that brings or may bring the Services or the Supplier into disrepute;
  - (b) use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous, menacing or invasive of another person's privacy;

- (c) use the Services in a manner which infringes the IP Rights, proprietary or personal rights of any third party, including data subjects;
  - (d) misuse the Services by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful;
  - (e) attempt to gain unauthorised access to the Services, the server on which the Services are stored, or any server, computer or database connected to the Services;
  - (f) attack the Services via a denial-of-service attack or a distributed or malicious denial-of service attack;
  - (g) use the Supplier Data and/or Services in order to build a product or services which competes with the Services;
  - (h) attempt to extract Supplier Data in bulk beyond what is authorised under the Agreement; or
  - (i) use the Supplier Data and/or the Services for pre-employment screening, credit referencing or any other purpose that may constitute a "Consumer Report" in the Fair Credit Reporting Act 15 U.S.C. § 1681 (as amended from time to time).
10. You acknowledge that all IP Rights in the Services and the Supplier Data belong and will continue to belong to the Supplier and you acquire no right or title to the Supplier Data or Services. Without limitation to the generality of the foregoing, you will not reverse engineer, decompile, disassemble, modify, adapt, correct errors in or create derivative works from the Supplier's IP Rights in the Services and the Supplier Data.
11. You grant the Supplier a non-transferable, non-exclusive, royalty free licence to process the User Data to enable the Supplier to provide the Services.
12. Some of the features of the Services require the retention of the User Data in the greenID product. If the User Data isn't retained, some features of the Services will not be available.

### **Definitions**

The following terms have the meaning given to them in the Experian Dictionary, accessible at [www.experian.com.au/terms](http://www.experian.com.au/terms): **Agreement, Authorised Use, "Client, you, your", IP Rights, Law, Personal Information and Privacy Laws.**

The following terms used above have the following meaning:

**Supplier Data** means any data provided to you by the Supplier (either directly or via us or GBG) or held by the Supplier and used in the provision of the Services (including Personal Information where relevant).

**User Data** means data and any other materials provided or otherwise made available to the Supplier by you or by us or GBG on your behalf. This may include Personal Information of individuals such as your employees and customers.