

Connect ID data source – Third Party Terms

1. Overview

- 1.1 These terms (**Terms**) apply where you use or access the digital ID platform (**Platform**) and/or data supplied by ConnectID Pty Ltd or its Related Bodies Corporate (the “**ConnectID Operator**”).
- 1.2 Your use of the Platform is subject to these terms (**Terms**) which form part of the Agreement.
- 1.3 You acknowledge these Terms may be updated from time to time as required by the ConnectID Operator.

2. Terms of Use

- 2.1 You must access and use the Platform for your own internal business purposes in accordance with these Terms and our Agreement and solely for the purposes of identity verification.
- 2.2 You must not seek to circumvent or disable any controls in the Platform.
- 2.3 Any and each Digital Identity Transaction will only be provided if the Identity Owner gives express consent. The Identity Owner is required to have a digital account enabled with a Data Provider within the ConnectID network and have had their identity details (such as name, telephone number, email and date of birth) verified with the Data Provider within the prior 5 years and meet certain minimum age requirements set out by the relevant identity provider.
- 2.4 To the extent permitted by Law, we, GBG, or the ConnectID Operator provide no warranties, representations, guarantees or conditions and excludes all liability in connection with:
 - (a) the accuracy, currency, timeliness, validity, completeness or suitability of the Platform, our services, or any Identity Data for any purpose, including with respect to compliance with any regulatory requirements, such as any “know your customer”, AML/CTF Act or similar requirements;
 - (b) the availability of Platform or access to it, nor that the Platform or such access will be uninterrupted or error free;
 - (c) any Transactions (including fraudulent Transactions), Identity Data or verifications or assertions as to a person’s identity or attributes, including with respect to quality, accuracy, currency, timeliness, validity or completeness.
- 2.5 You must not:
 - (a) use the Platform in a way that would give rise to any civil or criminal liability for us or GBG, the ConnectID Operator or any other third party;
 - (b) charge any fees from the Identity Owner to perform a Digital Identity Transaction via the ConnectID services.
 - (c) use the Platform or associated documentation in any manner that adversely impacts or limits:
 - (i) the stability, security, reliability, performance or integrity of our systems or the systems of the ConnectID Operator or the Platform, or any data processed or transferred using the Platform;
 - (ii) the ability of third-parties to use or integrate with the Platform; or
 - (iii) Ours or GBG’s interests or reputation or the interests or reputation of the ConnectID Operator;
 - (d) except as permitted by Law, copy, cache, reproduce, seek to reverse engineer or decompile any part of the Platform, or modify or create derivative works based on all or any part of the Platform;
 - (e) rent, lease, sell, assign, sub-licence, deliver or otherwise distribute the Platform or any platform documentation to any other person except as expressly permitted under the Agreement, or otherwise use the Platform or any platform documentation to provide any form of bureau, aggregator or similar services without the prior written consent of the ConnectID Operator;
 - (f) provide the Platform to a third party or permit any third party to have access to the Platform or platform documentation, other than as permitted under these terms;
 - (g) remove, alter or obscure any identification, copyright, trademark or other proprietary notices, labels or marks (if any) contained in any materials relating to the Platform, including the platform documentation;
 - (h) send infringing or unlawful material using the Platform or any sensitive data;
 - (i) attempt to gain unauthorised access to the Platform or any data processed or transferred using the Platform;
 - (j) use the Platform to propagate any virus, worms, malicious code, trojan horses, or other programming routine intended to damage any system or data;
 - (k) do anything that would prejudice the ConnectID Operator’s existing right, title, or interest in the Platform;
 - (l) use the Platform for the purposes of evaluation, benchmarking or other comparative analysis; or
 - (m) use the Platform or any platform documentation for any purpose other than as permitted under these terms and the Agreement, including to copy, replicate, produce, create, develop or duplicate some or all of the Platform or any platform documentation in another form, product or service, without our prior written consent.
- 2.6 We, GBG and the ConnectID Operator do not accept any liability whatsoever, now or in the future, in respect of any reliance that you place on the accuracy of the information, irrespective of how and what the purpose of the information is used for by you.
- 2.7 You acknowledge and agree that the ConnectID Operator may make changes to and update the Platform from time to time.

3. Maintenance

- 3.1 The ConnectID Operator may, at any time and without notice, modify and suspend the operation of, or access to the Platform, or any part thereof, for any reason or interrupt the operation of the Platform or any part thereof, as necessary to perform maintenance, error correction or upgrades or to respond to or manage security risks. We will endeavour to communicate to you any planned maintenance in advance.
- 3.2 Neither we, GBG, or the ConnectID Operator will be liable if, for any reason, the Platform is not available at any time or for any period of time.

4. Audit

- 4.1 We or GBG may audit, access, inspect and copy (**Audit**) the performance of your obligations or exercise of rights under these Terms for the purpose of verifying whether you are complying with these Terms or to enable us or GBG (or any of ours or GBG's Related Bodies Corporate) to comply with applicable Law, with the TDIF requirements (if applicable) or any request or direction of a supervisory authority.

5. Intellectual Property

- 5.1 You acknowledge and agree that title to and ownership of all rights (including all IP Rights) in and to the Platform and associated documentation, including all modifications, improvements or derivative works with respect to the same, will at all times remain with the ConnectID Operator.

6. Privacy and data

- 6.1 You acknowledge the ConnectID privacy policy (accessible via its website) and agree to the ConnectID Operator's processing of Personal Information as contemplated by the ConnectID privacy policy and these Terms and must ensure that you have made all necessary disclosures and obtained all relevant consents and approvals, including under Privacy Laws, to provide Personal Information to us, GBG, and the ConnectID Operator to process that Personal Information as contemplated by these Terms.
- 6.2 If you become aware that a Security Incident has occurred, you must (except if prohibited by applicable Law):
- (a) promptly (and in any case within 24 hours) notify us;
 - (b) without undue delay provide us, GBG, and/or the ConnectID Operator with all information related to the Security Incident as reasonably required by us or the ConnectID Operator;
 - (c) conduct an expeditious investigation and assessment of the nature, extent and cause of the Security Incident.
 - (d) promptly take all reasonable steps to stop and mitigate any potential or further loss, interference or harm that may arise in connection with the Security Incident and remediate any weakness, failure or vulnerability in your information technology environment or associated operational procedures to prevent any similar incident from occurring.
 - (e) provide reasonable assistance to us, GBG and/or the ConnectID Operator as required to mitigate the impact of the Security Incident.

7. Indemnity

- 7.1 You will indemnify us, GBG, and the ConnectID Operator (and keep us, GBG and the ConnectID Operator indemnified), their related bodies corporate and personnel (each an **Indemnified Person**) in respect of any loss or damage suffered by or claim made against the Indemnified Person as a result of or in connection with:
- (a) any breach of your obligations under clauses 2.6(a), 2.6(d), 2.6(f), 2.6(h) and 2.6(m), 5 (**Intellectual Property**), 6 (**Privacy and data**) and your confidentiality obligations under these Terms; and
 - (b) any fraudulent or unlawful acts or omissions, or wilful misconduct, by you or your personnel; provided that your liability under this clause 7 will be reduced proportionally to the extent the loss or damage is caused or contributed to by any breach or negligent act or omission of an Indemnified Person.

8. Suspension

- 8.1 We, GBG, or the ConnectID Operator may suspend the services for a specified or indefinite time if:
- (a) you breach any provision of these Terms and that breach is not remedied to our (or GBG or the Connect ID Operators) satisfaction within such period as we, GBG, or the ConnectID Operator may determine in writing, acting reasonably;
 - (b) you breach your obligations under these Terms;
 - (c) you become subject to an Insolvency Event;
 - (d) we, GBG or the ConnectID Operator are directed or requested by any supervisory authority; or
 - (e) you are subject of a material Security Incident.

9. Termination

- 9.1 You acknowledge that we and GBG rely on the ConnectID Operator to provide the services under these Terms. Therefore, you acknowledge and agree that, in addition to our rights under the Agreement, we can terminate these terms if, for any reason, our agreement with GBG or the ConnectID Operator is terminated.
- 9.2 Upon termination, for any reason, you must immediately cease to use the ConnectID services.

Definitions:

The following terms have the meaning given to them in the Experian Dictionary, accessible at

www.experian.com.au/terms: ***“Client, you, your”, “Experian, we, our, us”, Agreement, Insolvency Event, IP Rights, Law, Personal Information and Privacy Laws.***

Any other capitalised terms used above have the following meaning:

Data Providers means participants of the Platform responsible for supplying Identity Data.

Digital Identity Transaction means a transaction performed using the Platform.

GBG means GBG ANZ Pty Ltd.

Identity Data means an item of information or data associated with an Identity Owner (such as name, telephone number, date of birth, credit score or qualifications), and, any verification or assertion of a person’s identity.

Identity Owner means an individual about whom Identity Data relates, and who is your customer or potential customer.

Security Incident means any actual:

- (a) breach of your confidentiality, privacy or security obligations under these Terms;
- (b) unauthorised, accidental or unlawful access to, use, disclosure or modification of, or loss of or damage to, any Personal Information or Identity Data transferred in connection with the Platform; or
- (c) unauthorised access to or use of the Platform or any of Our interfacing systems or any compromise to the stability, security, reliability, performance or integrity of the Platform, or such interfacing systems, and includes an eligible data breach or any other actual or suspected data or security incident or event that is notified or required to be notified (by us, GBG or the ConnectID Operator) to any supervisory authority in connection with the Platform or that may compromise the stability, security, reliability, performance or integrity of the Platform.

Transaction means the exchange of Identity Data associated with an Identity Owner between Us and the Data Providers via the Platform.

Trusted Digital Identity Framework or **TDIF** means the Australian Government’s accreditation framework for digital identity services, including the policy and framework documents, requirements and associated legislation underpinning or relating to that framework.