

GBG Biometric Services – Third Party Terms

V1.1 effective from 1 October 2025

1 What is this document?

1.1 It applies to GBG biometric services

- a. Experian Australia Operations Pty Ltd is an authorised reseller of GBG ANZ Pty Ltd products and services, including the GBG biometrics identity verification services and software products (**GBG Services**), under a limited licence from GBG ANZ Pty Ltd (ABN 67 111 307 361) (**GBG**).
- b. These terms and conditions (**Terms**) apply to your use of the GBG Services.
- c. These terms form part of our Agreement. If there is any inconsistency between these Terms and any other part of our Agreement, these Terms will prevail.

2 How can you use the GBG Services?

This clause 2 applies to all GBG Services

2.1 About the GBG Services

The GBG Services include;

- a. the right for you to access and use the GBG Services via the internet as a hosted service; or
- b. a licence for you to install, host and use the GBG Services within your own information technology infrastructure,
in each case, for the purpose of identity verification or for your own internal business purposes as set out in these Terms (**Authorised Use**) and subject to and in accordance with the terms of our Agreement, including these Terms.

If agreed under a Work Order, we may assist you with set-up, implementation and configuration of the GBG Services. However, we won't perform any information technology services or otherwise develop any deliverables (including software) for you in connection with the GBG Services.

2.2 Licence to use the GBG Services

- a. We grant you a non-exclusive, limited, non-sub licensable, non-transferable, revocable licence to access and use the GBG Services during the Service Term in accordance with these Terms and our Agreement.
- b. We grant you a perpetual licence to the outputs, reports, analysis and 'match' information (**Results**) in accordance with these Terms and the Agreement.

2.3 Your obligations

- a. You must only use the GBG Services for the Authorised Use and in accordance with these Terms.
- b. You must not, directly or indirectly:
 - i. copy or replicate the whole or any part of the GBG Services;
 - ii. use the GBG Services to assist the conduct or business of any third party;
 - iii. vary, alter, adapt, decipher, decode, modify, interfere with, reverse disassemble, decompile, or reverse engineer, or otherwise seek to obtain or derive the source code from any part of the GBG Services;
 - iv. publicly disseminate information regarding the performance of the GBG Services; or
 - v. sub-licence, rent, sell, lease, distribute or otherwise transfer the GBG Services or any part of them except as permitted under these Terms.
- c. You are responsible for maintaining control over and access to your instance of, or account for, the GBG Services and activities that occur in your instance of, or account for, the GBG Services, whether or not authorised by you.
- d. You must not, and must ensure your Personnel do not, use the GBG Services (including through the upload of any Customer Content) in any way that:
 - i. involves anything which is false, defamatory, harassing or obscene;
 - ii. involves unsolicited electronic messages;
 - iii. would involve the contravention of any person's rights (including IP Rights);
 - iv. may contravene any Laws;
 - v. could damage, disable or impair any part of the GBG Services;

- vi. may otherwise be regarded by us or GBG, on reasonable grounds, to be unacceptable (we or GBG may from time to time notify you of the circumstances which it regards as unacceptable);
 - vii. involves any fraudulent activity; or
 - viii. involves the sale or promotion of any illegal business activities or prohibited products or services.
- e. You must comply at all times with the terms of any Third Party Licences.

2.4 Updates to the GBG Services

- a. GBG may introduce Updates to the GBG Services from time to time. You may need to action or install the relevant Update. If you fail to install the relevant Update within the required timeframe, we (or GBG) may terminate your access to the GBG Service.
- b. We'll give you reasonable prior notice of any Update that would have a material detrimental impact on the GBG Services, unless an urgent Update is required due to security, legal, system performance or Third Party Licence considerations or obligations.
- c. You must notify us (within a reasonable timeframe) of any changes to your information relating to the provision of the GBG Services.

2.5 Intellectual property

- a. We or GBG own or licenses all IP Rights in the GBG Services and any Developed IP, and nothing in these Terms is intended to transfer ownership of, or interest in, any IP Rights of us, GBG or any other third party.
- b. To the extent that you acquire ownership of any IP Rights in the Developed IP:
 - i. you assign, and will procure that your Personnel assign, such IP Rights to us or GBG, as requested;
 - ii. you must, upon request by us or GBG, execute (and procure that your Personnel execute) any assignment or other document reasonably required to evidence or perfect our or GBG's ownership of such IP Rights; and
 - iii. you must provide all reasonable assistance requested by us or GBG to protect, defend and assert our or GBG's interests in such IP Rights, which may include providing us or GBG with sole authority to defend or settle any claims relating to IP Rights.
- c. You must notify us immediately if you become aware of any unauthorised access to the GBG Services, any breach of any of our, or GBG's, IP Rights, or any claim by any third party relating to Intellectual Property Rights in the GBG Services.

2.6 Customer content

- a. You are solely responsible for all Customer Content including its accuracy and completeness.
- b. You must ensure that Customer Content, and its collection, use, processing, disclosure and dissemination via the GBG Services will not infringe any IP Rights of any person and complies with all applicable Laws (including Privacy Laws, where applicable).
- c. Notwithstanding any other clause in these Terms or our Agreement, you agree that we and GBG will have the right to access, use, adapt, modify, reproduce, reformat, transform, and process Customer Content for the purpose of providing you with the GBG Services, internal training, and testing, improving and developing new features for the GBG Services, and you grant us (and GBG) a perpetual, royalty-free, worldwide, transferable, non-exclusive licence to do so.

2.7 Consequences of termination

On expiry or termination of the Work Order for any reason, you must immediately stop using, and ensure all of your Personnel stop using, the GBG Services. If requested by us, you must return to us (or, at our direction, destroy) all copies of the GBG Documentation.

2.8 Indemnity

Without limiting any other indemnities given by you under our Agreement or these Terms, you will defend, hold harmless and indemnify us, GBG and our Related Bodies Corporate and Personnel (**Reseller Indemnified Parties**) from and against any Loss suffered or incurred by the Reseller Indemnified Parties arising out of or in connection with any Customer Content (including Personal Information) used or disclosed by you, including any claim by any person that Customer Content infringes any IP Rights or other right (including privacy rights) of such person or any third party.

2.9 Audit

We and/or GBG may audit (to the extent reasonably practicable) your use of the software and/or GBG Services to ensure compliance with these Terms and our Agreement.

3 How can you use the Web Application?

This clause 3 applies to if you procure a greenID Scan for a Web Application

3.1 Licence for Web Application

- a. Subject to any restrictions contained in these Terms, we grant to you a non-exclusive, non-transferable, royalty-free license to use the Web Library only for the purposes of enabling greenID Scan in the Web Application.
- b. You may use, modify or merge all or portions of the Web Library with the Web Application and distribute it only as part of the Web Application. Any modified or merged portion of the Web Library is subject to these Terms.
- c. You must not include any portion of the Web Library in your products or any other application, other than the Web Application.
- d. You must not assign your rights or obligations under these Terms without our prior written consent. Any attempted assignment or transfer without such prior written consent from us will be void and of no effect.
- e. You must not sell, sublicense, rent, loan or lease any portion of the greenID Scan and/or the Web Library to any third party or copy, reverse engineer, decompile or disassemble any portion of the Web Library.
- f. To the extent that local law grants you the right to decompile software in order to obtain information necessary to render the software interoperable with other software, you will first request us in writing to provide you with the necessary information. We have the right to impose reasonable conditions such as the payment of a reasonable fee for doing so.

3.2 Intellectual property

- a. You acknowledge and agree that the Web Library, the greenID Scan, and all items contained within them are the intellectual property of GBG, its Group Companies, and/or their relevant licensors (the **Proprietors**) and are protected by applicable intellectual property law including international treaty provisions and the laws of the country in which the Web Library is being used.
- b. You agree to protect all copyright and other ownership interests of the Proprietors in all items in the Web Library supplied under these Terms.
- c. The Proprietors retain title and ownership of the items in the Web Library, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, these Terms does not grant you any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the Web Library.
- d. Nothing in these Terms will impair, limit or curtail our (or the Proprietors) right to continue with any development, maintenance and/or distribution of our technology or products. You agree that you will not assert in any way any patent owned by you arising out of or in connection with the Web Library or modifications made thereto against the Proprietors or their customers, agents and contractors.
- e. We may require you to include copyright notices and attribution notices into the Web Application or Mobile Application. If we make such a request, you will comply with such a request promptly. You agree that all copies of the items in the Web Library, reproduced for any reason by you, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the items delivered by us to you in the Web Library.
- f. We may agree to allow you to use GBG's trademarks in connection with your use of the Web Library, subject to first obtaining GBG's prior written consent (which may include the imposition of conditions, as GBG thinks fit). In the event of such mutual written agreement, subject to the restrictions contained in these Terms:
 - i. we grant to you a limited license to use GBG's trademarks on the same or similar terms as is granted by GBG to Experian, only on or in connection with the application, provided always that such use will be subject to any instructions, conditions, and requirements as we (or GBG) may prescribe from time to time in relation to such use; and
 - ii. you agree to the following terms: (a) Your use of GBG's trademarks does not give you any right, title or interest in GBG's trademarks, other than the license rights granted herein; (b) you may not assign, transfer or sublicense any trademark right granted herein without our prior written consent; (c) you agree not to use GBG's trademarks in any way that will disparage us, GBG or the GBG Services, injure ours or GBG's reputation otherwise diminish or damage GBG's goodwill in GBG's trademarks or infringe ours or GBG's intellectual property; (d) you acknowledge the validity of GBG's trademarks, and that GBG retains all right, title and interest in and to the GBG trademarks; (e) you recognize the value of the goodwill associated with GBG's trademarks, and acknowledges that such goodwill inures exclusively to the benefit of and belongs to GBG; (f) you will take no action that will interfere with or diminish GBG's rights in GBG's trademarks; and (g) you agree not to adopt or use a trademark, service mark, or any other designation confusingly similar to GBG's trademarks.

- g. You grant to us and GBG a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Customer Content to enable GBG (and us, as may be required from time to time) to provide the GBG Services and carry out our respective obligations under the Agreement and these Terms, and you warrant that the use by us and GBG of the Customer Content through the provision of the GBG Services in accordance with the terms of our Agreement, will not infringe any third party's IP Rights.

3.3 Disclaimer

- a. You acknowledge and agree that the greenID Scan and the Web Library are supplied to you on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties and conditions, either express or implied, including but not limited to any conditions or warranties of merchantability and fitness for any particular purpose or noninfringement of any third party right, in relation to the greenID Scan and the Web Library other than any written warranty made in our Agreement, this includes, without limitation, any warranties in relation to accuracy or availability of the greenID Scan and the Web Library.
- b. You agree that the functionality of the greenID Scan and the Web Library is dependent on the Web Application, the Mobile Application, and/or other systems (including hardware and software) used by you, or provided for you, by third parties (each a **Third Party System**). You agree that we are not liable for the performance or availability of the Web Application, the Mobile Application or any other Third Party System or any error, defect, or vulnerability in the Web Application or Third Party System.
- c. You acknowledge and agree that the performance of any technology enabling automated face comparison, facial recognition, optical character recognition, tamper detection, document image capture, and document authentication are dependent on the device used to capture the image; the appearance of the subject being photographed, the angle of subject's face, or any movement by the photographed subject; the quality and legibility of the document being photographed or scanned; and/or lighting, background and other environmental factors affecting luminosity, shadowing, and light contrast. You agree that we do not guarantee the performance of the aforesaid technologies by virtue of your use of the greenID Scan and the Web Library and any issues exhibited by the Web Application, Mobile Application, the greenID Scan and/or the Web Library in connection (in whole or in part), to any of the foregoing factors do not constitute an error or defect in the greenID Scan and/or the Web Library and we are not responsible or liable for rectifying any such issues.

3.4 Data protection

- a. You agree that while greenID Scan data is stored and processed by GBG in Australia, services in connection with the greenID Scan and/or the Web Library may be carried out by GBG's Group Companies, including IDscan Research Bilsim Teknolojileri Sanayi Ticaret Limited Sirketi, based in Turkey, GBG (Malaysia) Sdn Bhd, based in Malaysia, and/or GB Group Plc, based in the United Kingdom. You further agree to notify your customers of our role in processing their data (including biometric data) and potential transfer of their personal information to these countries.
- b. You acknowledge and agree that Customer Content may be transferred by GBG outside Australia to its Group Companies in the course of providing any services in relation to the greenID Scan and/or the Web Library. For the purposes of this clause and with respect to Personal Information, you agree that you are the Controller, GBG is the Processor, and GBG's Group Companies are Sub-Processors. You acknowledge and agree that we are not responsible, and instead, GBG is responsible for ensuring that such Group Company complies with relevant Privacy Requirements and the terms of the Agreement.
- c. By using the greenID Scan and/or the Web Library, you warrant and represent to us and GBG that you have obtained the necessary consents and approvals for you to provide the Customer Content to GBG (and to us, as may be required) and for GBG to transfer the Customer Content to its Group Companies including its Group Companies located outside of Australia and you hereby indemnify and defend us, GBG and the GBG Group Companies, and hold us, GBG and the GBG Group Companies harmless from any losses, liabilities, costs, expenses, and damages incurred or claimed against us as a result of your breach of the foregoing warranty and representation.
- d. You consent for GBG to use Sub-Processors in the delivery of services in connection with the greenID Scan and/or the Web Library. Where required, you hereby authorise GBG to enter into an enforceable contractual arrangement with its relevant Group Companies specifying types of Personal Information to be disclosed, the purpose of disclosure, a requirement to comply with all applicable Privacy Requirements, a requirement to implement a complaint handling procedure, a requirement to implement a data breach response plan and requiring the relevant Group Companies to enter a similar contractual arrangement with any third parties to whom it discloses the Personal Information. You agree that GBG will be entitled to sign any prescribed model clauses as a Processor on your behalf and will not be required to name you in such document.
- e. You indemnify us and GBG and keep us and GBG fully indemnified against any liability, costs or expenses (including reasonable legal costs) incurred as a result of any third party making or threatening to make a

claim against us, GBG and/or GBG's Group Companies and/or our clients that its use of the Customer Content in accordance with the terms of these Terms and our Agreement infringes that third party's Intellectual Property Rights provided that we and/or GBG (as appropriate):

- i. notifies you promptly in writing of any claim;
- ii. make no admission or compromise relating to the claim or otherwise prejudice your defence of such claim;
- iii. allow you to conduct all negotiations and proceedings in relation to the claim; and
- iv. GBG provides you with all reasonable assistance in doing so, provided that you pay our and GBG's reasonable expenses for such assistance.

3.5 Compliance with Laws

- a. You warrant that you will comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to your use of the GBG Services including those which relate to the provision of Customer Content.
- b. If you use the GBG Services in contravention of these Terms or our Agreement, then we or GBG may terminate the Service immediately without notice or liability to you.

4 How can you use the GBG hosted web application

This clause 4 applies if your GBG Services include a GBG hosted Web Application

4.1 Overview

To increase the pace of delivery and utilisation of the GBG Services you may elect to use a GBG hosted Web Application to capture individual identity details. If you select to use a GBG-hosted Web Application, then in addition to standard account creation and configuration activities, GBG will (subject to any Fees agreed under the Work Order):

- a. provision a website for you with a unique URL;
- b. make supported brand, look and feel configurations based on your brand preferences for that website;
- c. make entry and exit text and exit link configurations based on your user journey preferences; and
- d. maintain the environment.

You'll receive GBG's standard privacy notice and must provide appropriate consents from your customers to GBG before GBG can use any details collected via the GBG hosted Web Application. GBG will then send the collected identity information via web services to process the identity verification against your configured data sources and matching rules. Your identity verification results can be collected by you via the back office admin panel of the website or by making a web services call.

4.2 SMS Invite Service

You may also optionally decide to use GBG's SMS Invite Service to send hosted web URL links to your customers via SMS. If you select to use the SMS Invite Service, GBG will (subject to any Fees agreed under a Work Order):

- a. create an SMS account;
- b. make supported brand and text configurations for the SMS Invite Service, based on your preferences; and
- c. configure a unique invitation expiration timeframe based on your preferences.
- d. You acknowledge and agree that SMS messages can only be sent to Australian and New Zealand mobile numbers.

In using the SMS Invite Service, you agree to notify your customers and obtain consent (where required) in relation to the transmission or transfer of their Personal Information to Twilio (<https://www.twilio.com/legal/tos#twilio-terms-of-service>).

GBG's SMS Invite Service is subject to additional terms and conditions from GBG's corporate SMS provider, Twilio, as set out below.

4.3 Type ahead address verification service

You may also optionally decide to use GBG's Type Ahead Address Verification Service which can be integrated within a hosted Web Application in connection with the GBG Services. If you select to use GBG's Type Ahead Address Verification Service (as indicated on your Work Order), GBG will (subject to any Fees agreed under the Work Order):

- a. create an address verification account;
- b. integrate type ahead address verification anywhere address data is collected within the hosted Web Application; and
- c. use verified address data for identity verification purposes as configured on your account.

4.4 Service Delivery

You and your users may utilise the hosted Web Application solution as ordinarily provided as part of a core greenID implementation, subject to complying with the terms of the Agreement. Your obligations as set out in our Agreement are in no way altered or reduced by virtue of the access method provided for these GBG Services, being the hosted Web Application solution.

4.5 Product specific terms for hosted Web Application

- a. You acknowledge and agree that proper and secure access by your customers to the hosted GBG Services from an originating or native webpage or hyperlink is solely your responsibility.
- b. GBG will provide GBG Services that are equal to an ordinary core greenID implementation and provide a hosted webpage so as to give effect to the terms of our Agreement and provision of the GBG Services to you, in order to enable your customers to verify their identity in accordance with the terms of our Agreement and set-up of the GBG Services.
- c. The GBG Services provided are offered to you on an 'as is' basis and we (and GBG) make no warranty of any kind, whether express, implied, statutory or otherwise, and we specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the fullest extent permitted by law.
- d. We (and GBG) additionally disclaim all warranties related to third party telecommunication providers and internet providers and you acknowledge that internet and telecommunication provider networks may be insecure.
- e. Accordingly, you agree that we and GBG are not liable in any way for any changes to, interception of, or loss of your Customer Content while in transit via the internet or a telecommunications provider's network, and that we do not control the services provided by internet and telecommunication provider networks.
- f. In no event will you, us, or GBG have any liability arising out of or related to the hosted Web Application Solution for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, lost data, business interruption, or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages or is a party's remedy otherwise fails of its essential purpose, to the extent permitted by law.

4.6 Additional terms of use from GBG's third party provider - Twilio

Twilio may suspend the part of the GBG Services provided by Twilio (**Twilio Services**) immediately upon notice to you for cause if, we (or GBG) in good faith, determine that:

- a. that you or an end user (i.e. your customer) materially breach the Twilio terms of service, which can be found here (<https://www.twilio.com/legal/tos#twilio-terms-of-service>);
- b. there is an unusual and material spike or increase in your use of the Twilio Services and that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Twilio Services;
- c. that provision of the Twilio Services is prohibited by applicable law/regulation;
- d. there is any use of the Twilio Services by you or an end user that threatens the security, integrity or availability of the Twilio Services; or
- e. the information in your account is untrue, inaccurate or incomplete.

If the Twilio Services are suspended pursuant to this clause, we (and GBG) will have no liability to you for any damage, liabilities, losses (including loss of data or profits) or any other consequences that you may incur in connection with any such suspension.

While we endeavour to avoid making changes to the Twilio Services that are not 'backwards compatible', if any such changes are necessary, we or GBG will use our best endeavours to provide written notice to you not later than thirty (30) days prior to the implementation.

5 Definitions

Capitalised terms used in these Terms have the following meanings:

- The following terms have the meaning given to them in the Experian Dictionary, accessible at www.experian.com.au/terms: *Agreement*, *Client*, *you*, *your*, *Experian*, *we*, *our*, *us*, *Personal Information*, *Product Schedule*, *Related Body Corporate*, *Work Order*.
- The remainder of the defined terms have the meaning set out below.

Controller means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Information.

Customer Content means any and all data or other material input, entered into or added or uploaded to the GBG Services, or otherwise provided or made available to us or GBG, by, on behalf of, or at the request of, you or your Personnel (including by your end users).

Developed IP means any Intellectual Property Rights arising from any work done by or for us or GBG on behalf of you in

connection with the GBG Services, including the development of any portals used by you to access the GBG Services and any feedback (including suggestions, ideas, information, comments, process descriptions or other information) provided by you to us or GBG.

GBG Documentation means API documentation, sample code, reference manual, user instructions, technical literature and all other related materials supplied to you in any format for aiding the installation, use and application of the GBG Services (including the software), and will include all revised documentation supplied as part of an Update.

GBG Trademarks means GBG's trademarks and service marks as may be identified by us or GBG to you from time to time.

greenID Scan means the GBG document verification and facial biometrics verification electronic scan.

Group Company means GBG's Associated Entity and "Associated Entity" has the meaning given to that term in the *Corporations Act 2001* (Cth).

IP Rights means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trademarks, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, rights in confidential information, knowhow and other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these, which may subsist anywhere in the world, but excludes moral rights, and similar personal rights, which by Law are non-assignable.

Law means all applicable laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Loss means any claim, loss, damage, liability, cost, charge or expense (including legal expenses on a full indemnity basis), however arising, and whether present or future, fixed or unascertained, actual or contingent.

Mobile Application means a software application designed to run on a mobile device (such as a mobile phone), and which is developed and/or released by you or for you.

Personnel means, in respect of a person, any officer, employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any subcontractors.

Privacy Requirements means all applicable laws and regulations relating to the collection, holding, use, disclosure or other processing of Personal Information and privacy in any relevant jurisdiction, including, the Privacy Act 1988 of Australia, the Australian Privacy Principles (APPs), the Privacy Act 2020 of New Zealand, the New Zealand Information Privacy Principles (IPPs), and where relevant, the GDPR and the UK's Data Protection Act 2018, and any amendment, consolidation or re-enactment of any of the above, any legislation of equivalent purpose or effect enacted in Australia, and any orders, guidelines and instructions issued under any of the above by relevant national authorities or a judicial authority in Australia.

Processor means a natural or legal person, public authority, agency or any other body which processes Personal Information on behalf of the Controller or the equivalent or corresponding definition (if any) under any applicable Privacy Requirements.

SMS Invite Service means the service that sends an SMS to a nominated mobile phone number with a link to the GBG Services.

Software means the GBG software provided to you (by us or GBG) in accordance with the Work Order, and includes all software supplied as part of an Update.

Sub-Processor means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Information for the purpose of carrying out a specific processing activity on behalf of the Controller.

Third Party Licence means any licence, registration or other authorisation that is required by you to enable you to properly access and use the GBG Services, including any licence, registration or other authorisation as notified by us or GBG to you.

Twilio means the third party SMS Invite Service provider engaged by GBG.

Type Ahead Address Verification Service means a function within the GBG Services that will provide suggestions as to possible addresses matching a partially entered address by you.

Update means any update, upgrade or modification to the Software from time to time, but does not include new versions of the Software, as determined in the absolute discretion of GBG.

Web Application means a software application that utilizes web browsers and web technology to perform tasks over the internet, and which is developed and/or released by you or for you.

Web Library means the source code, object code, and/or libraries, which is used to enable greenID Scan in the Web Application.