Superannuation and payroll data source – Third Party Terms

- 1. These terms (**Terms**) apply where you access the superannuation and payroll data source (**Data Source**) as part of the Identity Verification Services.
- 2. The Data Source is supplied by Superchoice Services Pty Limited (ABN 78 109 509 739) (Superchoice).
- 3. Prior to requesting the Data Source, you must obtain, or, where applicable, ensure that your agent has obtained, the prior express authority and Consent of that Verification Subject to access, on their behalf, the Personal Information held about them by Superchoice for identity verification purposes and for the purpose of enabling Superchoice to monitor and improve their verification services.
- 4. The Consent received from any Verification Subject must include the following elements:
 - (a) their authorisation for you to act as their intermediary to access Personal Information about them lawfully held by a third party pursuant to their right to such access pursuant to Privacy Laws; and
 - (b) their consent for you to disclose to GBG, the Personal Information they provide to you for the purpose of verifying their identity, together with their consent for GBG to retain their Personal Information for the purpose of GBG monitoring and improving its verification services.
- 5. You agree to assist and cooperate with GBG and Superchoice (as may be required from time to time) to respond to any complaints received from any Verification Subject made in connection with Privacy Laws.
- 6. You must, on written request from Superchoice (no more than once every 12 months and with prior notice that is reasonable in the circumstances):
 - (a) provide Superchoice or its nominee with all documents and information in your possession or control and/or permit Superchoice or its nominee to take copies of any such documents or information relating to your compliance with these Terms; and
 - (b) allow Superchoice or its nominee to conduct on-site visits to your premises and to access any documents or information relating to your compliance with these Terms.
- 7. You must not:
 - (a) do anything (or omit to do anything) that may cause Superchoice to be in breach of Privacy Laws or other Laws:
 - (b) hold yourself out (by words or actions) to be an agent of Superchoice; or
 - (c) do anything (or omit to do anything) that damages, precludes access to, or enables unauthorised access to any data held by Superchoice or that diminishes the ability of Superchoice to provide the Data Source.

Definitions

The following terms have the meaning given to them in the Experian Dictionary, accessible at www.experian.com.au/terms: "Client, you, your", Law, Personal Information and Privacy Laws.

Any other capitalised terms used above have the following meaning:

Consent means the consent given by a Verification Subject that contains the elements specified in clause 4 of these Terms.

GBG means GBG ANZ Pty Ltd.

Verification Subject means an individual whose identity you request to verify using the Data Source.