

TERMS & CONDITIONS

Preliminary

This website www.datazoo.com (**Website**) and the Data Zoo Identity platform (**Platform**) are operated by Data Zoo Pty Limited ACN 146 612 553 and its other related and affiliated entities (**Data Zoo**).

In these terms and conditions (**Terms**), the expressions we, us and our are a reference to Data Zoo.

By clicking 'I accept' or viewing, accessing, browsing, or using our Platform, you acknowledge having read and agree to be bound by these Terms, any other laws or regulations which apply to the Website and Platform, and other documents referenced herein. If you do not accept these Terms, you must not use or access the Website and/or Platform. By agreeing to these Terms, you represent that you are at least the age of majority in your state, territory, or region of residence.

We reserve the right to amend these Terms from time to time. Amendments will be effective immediately upon notification on the Website or communication to you via email. Your continued use of the Website and/or Platform following such notification will represent an agreement by you to be bound by the Terms as amended. Any new features or tools which are added to the Website and/or Platform will also be subject to these Terms. You can review the most current version of the Terms by requesting a copy from us or visiting the 'terms and conditions' page of our Website.

For clarity, these Terms are in addition to any policy obligations and other agreement we have with you or your organisation, including but not limited to our master services agreement, information security policy, Privacy Policy or end user licence agreement (if any) (**Related Contracts**). If there is any inconsistency between these Terms and the terms of any other Related Contract, the Related Contract will prevail to the extent of the inconsistency unless otherwise expressly noted. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

Access and termination

We grant you a limited, non-transferable, revocable, non-exclusive licence (without the right to sublicense) to access and use the Platform in accordance with these Terms and the terms set out in any Related Contract, for the sole purpose of verifying the identity of individuals for whom you have the express and informed prior consent and authority to verify. You are not permitted to transfer or assign the licence granted to you under these Terms without our prior written consent.

A breach or violation of any of these Terms may also result in a breach of a Related Contract and may give us a right to terminate these Terms and a Related Contract. We reserve the right to refuse access to our Platform for breaches of these Terms or a Related Contract.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms or the terms of any Related Contract, we may:

- (a) terminate these Terms and the Related Contract (if any) at any time without notice; and/or
 - (b) deny you access to our Platform (or any part thereof).
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Accrued rights and remedies of the parties will survive the termination of these Terms and any Related Contract for all purposes. Any provision of these Terms and any Related Contract which is expressly or by implication intended to come into force or continue on or after termination will remain unaffected by termination or expiry of these Terms and any Related Contract.

Intellectual property rights statement

All intellectual property rights in the Website and Platform, including design, text, graphics, logos, icons, sound recordings and all software (including code) relating to the Website and Platform belong to or are licensed by us. Such intellectual property rights are protected by Australian and international laws. You do not acquire ownership of copyright, trade secrets or other intellectual property rights in any part of the Website and/or Platform by virtue of these Terms. The Website and Platform (and all copies thereof) is licensed, not sold, under these Terms and Related Contracts.

You agree the licence granted to you under these Terms does not permit you to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website and/or Platform or any content on the Website and/or Platform, without our express written permission.

Our brands may be registered trade marks in Australia and other jurisdictions. You must not remove, alter or deface any trade mark, logo, copyright or other proprietary notices, legends, symbols or labels in connection with the Website and/or Platform.

You may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the Website or Platform in your browser), store, modify, distribute, print, upload, display, perform, remove any credits, publish post frame within another website or create derivative works from any part of the Website or Platform or commercialise any information obtained from any part of the Website or Platform without our prior written permission or, in the case of third party material, from the owner of the intellectual property rights in that material. To the extent you breach this clause, then without limiting our remedies at law, you assign all intellectual property rights created by you in connection with this clause to us for no further payment and undertake to do all things and sign all documents necessary at your own cost to give effect to this clause.

Although copyright in the Website and/or Platform is not infringed in circumstances contemplated by sections 47D, 47E and 47F of the *Copyright Act 1968* (Cth), you may not modify or copy the layout or appearance of the Website or Platform nor any computer software or code contained in the Website or Platform, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Website or Platform.

Without limiting the forgoing, you must keep confidential and not use, disclose, or reproduce any information or data on the Website or Platform, unless the information is publicly available (but for a breach of confidence) or such use, disclosure or reproduction is permitted by these Terms or the Related Contract, required by law or with our consent.

Nothing contained on the Website or Platform is to be interpreted as a recommendation to use any information on the Website or Platform in a manner which infringes the intellectual property rights of any person or third party. To that end, you agree that your use of

the Website or Platform will not violate any laws or right of any third-party, including copyright, trade mark, privacy, personality, or other personal or proprietary right. We make no representation and give no warranty that your use of the information on the Website or Platform will not infringe such intellectual property rights.

If you correspond or otherwise communicate with us (including providing data on the Website or Platform), you automatically grant us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, sublicense, copy, display and distribute the content of your communication/data and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on the Website and developing your ideas and suggestions for improved products or services, without any compensation or remuneration. You warrant that you have all authority to provide us with such rights contemplated by this clause.

Linked website

The Website and Platform may contain links to other third-party websites or platforms that are not affiliated with us. The links are provided for convenience only and may not remain current or be maintained. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, or products of third-parties.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

We are ultimately not responsible for the content or privacy practices associated with linked websites.

Errors, inaccuracies and omissions

We do not accept responsibility for loss suffered as a result of reliance by you on the accuracy or currency of information contained on the Website.

Occasionally there may be information on our Website or Platform that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update any information on the Website or Platform if it is inaccurate, at any time without prior notice.

We undertake no obligation to update, amend, or clarify information on the Website or Platform, except as required by law or under the terms of our Related Contract (if any). No specified update or refresh date applied on the Website or Platform should be taken to indicate that all information on the Website or Platform has been modified, updated or otherwise current and up to date. Historical information (which may be present on the Website or Platform), necessarily, is not current and is provided for your reference only.

We will not change the Platform in a way which amounts to a breach of our obligations under a Related Contract.

User Accounts

Where necessary, we will provide you with a user account to access the Platform (**User Account**).

You agree to provide current, complete, and accurate information in respect of your User Account. You agree to promptly update your

User Account and other information, including your email address, so that we can maintain the efficacy of the Platform.

You are responsible for the security of your User Account (including Account Credentials) at all times and must not disclose your username or password for your User Account to any other person except where the disclosure is expressly authorised by us in writing. You must immediately notify us if the security of your User Account is compromised (or likely to be compromised) or if you have any difficulty in accessing your User Account (including forgotten passwords).

Without limiting the forgoing, you are responsible for any unauthorised access to your User Account and any consequences of such access where we consider such unauthorised access has occurred due to your acts or omissions.

You must not permit any other individual or organisation to use your User Account without our express permission.

You agree to indemnify and hold us harmless from any loss or damage suffered or incurred by us in connection with a breach of this section.

Third parties

We may provide you with access to third-party tools which interface with the Website or Platform over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement.

We will have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Website or Platform is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Data Sources and protocol for verifying individuals

Without limiting the terms of any Related Contract which apply to the matters set out in this section, your access to verification services on the Platform (**Data Source**) and the right to verify the identity of the relevant individual (**Data Subject**) are subject to the following conditions.

You must ensure all relevant consents and disclosures required to be given or made pursuant to law have been obtained from the Data Subject before using the Platform to verify the Data Subject. You must maintain evidence of such consent in an auditable form from the time of the verification for a period of seven (7) years after verifying the Data Subject’s identity.

You must provide us with all information we require (including completing all client application forms) before using the Platform.

We are required by certain laws and regulations and under our terms of access to certain third-party information to check your compliance (and the compliance of data processor) with the obligations in these Terms and Related Contracts and to monitor your use of the Platform.

NZ PASSPORT, CITIZENSHIP & BIRTHS – provided by DIA

The DIA confirmation service is only available where the customer has given written or electronic consent that such a search is allowable.

NZ CREDIT BUREAU – provided by Centrix

The Credit Reporting Privacy Code stipulates access to credit reporting data services on an individual is available for the purpose of enforcement of a debt owed by the individual concerned. In this case, authorisation of the individual is not required.

AUST – OFFICIAL GOVERNMENT DOCUMENTS

This service is only available where the customer has given written or electronic consent that such a search is allowable. Documents include: Drivers Licence, Passport, Medicare, Visa and Centrelink. Companies accessing these documents must comply with the Australian or New Zealand Privacy Acts and be incorporated in either country.

AUST – CREDIT BUREAU – provided by Experian

This service is only available for companies which are an Australian registered business entity and registered with AUSTRAC. It is for the purpose for carrying out identity verification of an individual as per the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Secure data

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us. Sensitive and Personal Identifiable information such as passwords and credit card information are encrypted during transfer over networks we control, however you are ultimately responsible for verifying the security of your access to the Website and Platform before transmitting any data to us.

Accordingly, any information that you transmit to the Website or Platform is transmitted at your own risk. If you become aware of any problems with the security of the data or the Website or Platform, please contact us immediately.

Warnings

You must ensure that your access to the Website and/or Platform is not illegal or prohibited by laws which apply to you.

You agree that your use of the Website and/or Platform will not violate any right of any third-party, including copyright, trade mark, privacy, personality, or other personal or proprietary right.

You must not use false or misleading contact details, pretend to be someone other than yourself, or otherwise mislead us or third-parties with respect to your use of the Website and/or Platform.

You must take your own precautions to ensure that the process that you employ for accessing the Website and/or Platform does not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Website and/or Platform or any linked website.

Prohibited uses

In addition to other prohibitions as set forth in these Terms and any Related Contract, you are prohibited from using the Website and/or Platform or its content:

- (a) for any personal or non-commercial purpose;
- (b) for any unlawful or unauthorised purpose;
- (c) to solicit others to perform or participate in any unlawful acts;
- (d) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances in Australia or elsewhere in the world;
- (e) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (f) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (g) to submit false or misleading information, including pretending to be someone other than yourself, or to otherwise mislead us or third-parties with respect to your use of the Website and/or Platform;
- (h) to harm or damage our reputation;
- (i) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and/or Platform, our services and platforms, or any other websites or the internet;
- (j) in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large burden on our infrastructure or that otherwise interrupts or interferes with the Website and/or Platform's functionality, efficiency or operation;
- (k) to execute any form of network monitoring which will intercept data not intended for you;
- (l) to collect or track the personal information of others;
- (m) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (n) for any obscene or immoral purpose; or
- (o) to interfere with or circumvent the security features of the Website and/or Platform, our services, other websites or the internet.

Given the nature of the Website and Platform, any breaches of these Terms may also constitute criminal, civil or other offences under the laws and regulations of your jurisdiction. You agree to fully cooperate with us and disclose all information we request in

connection with any investigations by any regulator, enforcement agency or government department.

Limitation of liability

We are not liable for any loss or damage, however caused (including, but not limited to, by our negligence) suffered by you in connection with these Terms or your use of the Website and/or Platform. You are solely responsible for the information and data you input into the Website and/or Platform and we take no responsibility and assume no liability for any data submitted to the Website and/or Platform by you or any third-party.

We do not guarantee, represent, or warrant that your use of the Website and/or Platform will be uninterrupted, timely, secure, or error-free. Our obligations with respect to availability of the Platform are set out in our Related Contracts.

You expressly agree that your use of, or inability to use, the Website and/or Platform is at your sole risk. Except as expressly set out in the Related Contract, the Website and Platform are provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

In no case will we, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website and/or Platform or any information procured using the Website and/or Platform, or for any other claim related in any way to your use of the Website and/or Platform, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website and/or Platform or any content posted, transmitted, or otherwise made available via the Website and/or Platform, even if advised of their possibility.

If the *Competition and Consumer Act 2010* (Cth) or any other applicable legislation states that there is a guarantee in respect of the goods or services we supply, and our liability for breach of that guarantee may not be excluded but may be limited, our liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.

Indemnity

To the extent permitted by law, you agree to indemnify, defend and hold harmless Data Zoo, its affiliates, officers, agents and contractors from all damages, losses, penalties, fines, expenses and costs (including legal costs) in connection with:

- (a) any breach of these Terms, a Related Contract or other documents or policies referred to in these Terms which you are obliged to comply with;
 - (b) your negligent acts or omissions;
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- (c) any information that you provide to us (including disclosures of personal information);
 - (d) your violation of any law or infringement of any third party rights, including but not limited to copyright infringement, trade mark infringement or any other infringement of intellectual property rights;
 - (e) any damage you cause to the Website and/or Platform; or
 - (f) your use of the Website and/or Platform, including any third party claims made in connection with, or arising out of, your use of the Website and/or Platform.
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Personal information

You represent and warrant that you have made all disclosures and obtained all consents required by the *Privacy Act 1988* (Cth) (and any other applicable legislation with respect to personal information, including the GDPR, and CCPA) (**Privacy Laws**) in connection with any data you input or otherwise provide to us via the Website and/or Platform. You agree to comply with the Privacy Laws even if they would not, but for these Terms, otherwise apply to you.

By using the Website and/or Platform, you consent to us collecting and using technical information about the device (including IP address) and related software, hardware, peripherals and related information for security purposes, to improve our Website and Platform, provide services to you and otherwise for the purposes set out in our Privacy Policy. Such information collected will be handled by us in accordance with our privacy policy ([Privacy Policy](#)).

You must, at your own cost, provide us with all assistance we require to assist us (and any other party) in complying with their obligations under all applicable Privacy Laws.

For more information on how we collect and handle your personal information, please see our Privacy Policy.

General

If a dispute arises regarding these Terms, the laws of Queensland Australia, will apply. In relation to any such dispute, you agree to submit to the non-exclusive jurisdiction of the courts of Queensland Australia.

If you access the Website or Platform in a jurisdiction other than Queensland Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision will nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion will be deemed to be severed from these Terms, such determination will not affect the validity and enforceability of any other remaining provisions.

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

You must not assign or delegate or otherwise deal with any of your rights or obligations under these Terms without our prior written consent. We may assign any or all of our rights and or delegate or

sub-contract our obligations under these Terms to any third party without your prior written consent.

These Terms, any Related Contracts and any policies or operating rules posted by us on this Website and/or Platform constitutes the entire agreement and understanding between you and us and governs your use of the Website and Platform, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

Contact

If you have any queries or concerns about these Terms, please contact us:

Address: Bay 8, 1-3 Middlemiss Street, North Sydney NSW 2060

Email address: info@datazoo.com

Telephone: +61 2 8014 4807
