

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

IMPORTANT

These Terms apply to Transition Customers in relation to the access and use of the Platform provided by Veritas, in relation to Nationally Coordinated Criminal History Checks, Visa Entitlement Checks, and related services.

The Platform allows business customers (including Transition Customers) to streamline the process of receiving the results of certain background checks and verification services offered by Veritas from time to time through the Platform in relation to Applicants, such as actual or prospective employees, contractors, volunteers and other Third Parties.

These Terms **do not** apply to customers of Veritas who are not Transition Customers.

Please carefully read these Terms in full before registering to use the Platform.

By clicking "I agree" (or similar) or ticking a box indicating acceptance of these Terms, or by otherwise executing a document (either electronically or in hard copy) that attaches or includes a hyperlink to these Terms, a Transition Customer enters into a legally binding Contract with Veritas and is bound by these Terms.

The individual registering the Transition Customer and accepting these Terms on behalf of the Transition Customer warrants that they have the authority to accept these Terms on behalf of the Transition Customer, and to enter and bind the Transition Customer to the Contract.

Veritas reserves the right to amend these Terms from time to time. Please refer to clause 16.2 in this regard.

1. INTERPRETATION

1.1 Definitions

The following definitions apply in the Contract, unless the context requires otherwise:

Account means an account established for the Transition Customer on the Platform.

Account Establishment Form means the form to be completed by the Transition Customer and provided to Veritas to establish the Account.

ACIC means the Australian Criminal Intelligence Commission established under the *Australian Crime Commission Act 2002* (Cth).

Affiliate in relation to a party, means a corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, that party.

Applicant means a natural person invited by Veritas or the Transition Customer to the Platform for Veritas to conduct a Check in relation to them, pursuant to the Contract.

Application Form means a form (in physical or electronic format) completed by the Applicant and submitted to Veritas requesting one or more Checks to be undertaken.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of state and territory fair trading legislation.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

Authorised Officer	means the individual person authorised to act on behalf of the Transition Customer, as specified within the Platform during registration of the Transition Customer on the Platform and as may be changed from time to time in accordance with clause 4.3.
Authorised Personnel	means the Authorised Officer and other Personnel of the Transition Customer who are of good fame and character, and who have a need to know, view or handle the Check Results for a lawful purpose in the course of performing their employment duties or provision of services to the Transition Customer.
Business Day	means a day (other than a Saturday, Sunday or public holiday) on which banks are open in Perth, Western Australia.
Checks	means Nationally Coordinated Criminal History Checks, Visa Entitlement Checks, and related services offered by Veritas on the Platform from time to time.
Check Results	means the results of the relevant Check that is conducted by Veritas in relation to a particular Applicant based on the information provided in the relevant Application Form.
Claim	means an action, suit, proceeding or demand of any kind and any actual or alleged entitlement or right of any kind arising out of or in relation to the Contract or a breach of it, whether arising at common law, in equity or under statute.
Confidential Information	in relation to a party, means information of a confidential nature or which is designated as confidential (including information about its business, costs, operations, strategy, administration, technology, affairs, clients, employees, contractors or suppliers) that is disclosed by or on behalf of that party to the other party or its Personnel in connection with the Contract, but does not include any information which is in the public domain other than through a breach of confidence.
Contract	means the contract between Veritas and the Transition Customer for the provision of the Services on these Terms.
Contract Personal Information	means any Personal Information a party may collect, receive or have access to in connection with the Contract including any Check Results.
Control	in relation to a body corporate, means either: <ul style="list-style-type: none">(a) holding 50% or more of voting shares or equivalent rights of the body corporate; or(b) the ability to (directly or indirectly) control the determination of the financial and operating policies of the body corporate.
Credit	means a pre- paid credit amount paid in advance to Veritas by the Transition Customer for future Checks.
Credited Service	means the provision of either of the following services by InterCheck for the Transition Customer, which as at the Transition Date, had not been performed by InterCheck but had been pre-paid by the Transition Customer:

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

	<p>(a) a criminal history and police information check conducted about a natural person by the ACIC, and the result of that checking process provided by the ACIC to InterCheck; or</p> <p>(b) means a check of a natural person's Australian visa conditions or entitlement which is conducted by the Department of Home Affairs, including through its Visa Entitlement Verification Online system, and the result of that checking process provided by the Department of Home Affairs to InterCheck.</p>
Effective Date	means the date on which the Contract is accepted by the Transition Customer (including by digital means on the Platform), or if a document is signed referencing these Terms, the date specified in such document.
Excluded Loss	means any incidental, punitive, special, consequential or indirect damages or losses, damage to property, loss of property, loss or corruption of data, loss of profits, loss of revenue, holding costs, loss of expected production, damage to reputation, damage to goodwill, loss of bargain or loss of opportunity, loss of anticipated savings or any other similar or analogous loss, whether resulting from the Transition Customer's access to, reliance on, or use of, or inability to use the Platform or information provided by Veritas or otherwise, and whether or not Veritas knew or should have known of the possibility of such damage, loss or business interruption of any type.
Fees	means the amount payable by the Transition Customer (or the Applicant as applicable) to purchase Credits for Checks.
Force Majeure Event	means an event or circumstance beyond a party's reasonable control which, by exercise of reasonable diligence and precautions, could not have been prevented or reasonably foreseen by that party, including an act of God; fire; lightning; explosions; flood; subsidence; pandemic; insurrection or civil disorder or military operations; sabotage; telecommunications infrastructure or network failures; expropriation, prohibition, intervention, confiscation, embargo or restraint of property by or under the order of any Government Agency; strikes; lock-outs or other industrial disputes of any kind.
Governmental Agency	includes any federal, state, territory or local government, or any ministry, department, court, commission, statutory body, board, agency, instrumentality, political subdivision or similar entity.
GST	means goods and services tax levied under GST Law.
GST Law	has the meaning given to that term in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Harmful Code	means any computer code that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data including viruses, worms, spyware, adware, keyloggers, trojans, and any new types of programmed threats that may be classified.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

Informed Consent	means the consent (in physical or electronic form) provided by an Applicant for the relevant Check to be conducted, including details of how the results of the Check may be used and disclosed by Veritas and the Transition Customer and any additional details that Veritas is required to notify the Applicant under applicable Laws or under its agreement with the Information Provider for the relevant Check.
Information Provider	means a Third Party provider of information that Veritas utilises in order to provide background checking and verification services, including Governmental Agencies.
Insolvency Event	<p>in relation to a part (Relevant Party), means any of the following events occurring:</p> <ul style="list-style-type: none">(a) a receiver, receiver and manager, controller (as that term is defined in the <i>Corporations Act 2001</i> (Cth)), administrator, bankruptcy trustee, liquidator, provisional liquidator, or similar officer is appointed to the Relevant Party or any of the Relevant Party's assets, or an application to court for such appointment is made and not permanently stayed, withdrawn or dismissed within 30 days;(b) the Relevant Party enters into, or resolves to enter into, a deed of company arrangement, scheme of arrangement, compromise or composition with any class of creditors, other than for a solvent corporate restructure;(c) a resolution is passed or an application to a court is taken or an order is made for the winding up or dissolution of the Relevant Party;(d) the Relevant Party ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention not to pay its creditors;(e) the Relevant Party is (or states that it is) insolvent (or is deemed to be insolvent), commits an act of bankruptcy or is declared bankrupt under applicable bankruptcy or insolvency Law; or(f) anything having a substantially similar effect to any of the events specified in this definition above happens under the law of any applicable jurisdiction.
Intellectual Property Rights	means all rights and interests throughout the world vesting or otherwise in relation to industrial or intellectual property protectable under law (including in relation to trade marks, designs, patents, circuit layouts, copyright, confidential information, and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of July 1967), whether registered, unregistered or registrable, and whether now existing or that come into existence in the future.
InterCheck	means InterCheck Global Pty Ltd ACN 151 778 237 trading as 'InterCheck Australia' of Level 9, 356 Collins Street, Melbourne, Victoria 3000.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

Law	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a federal, state, territory or a local government, and includes the common law and rules of equity as applicable from time to time.
Loss	means any loss, liability, damages (of any nature, including aggravated and punitive damages), compensation, cost (including all legal costs on a full indemnity basis), charge or expense, whether direct or indirect, present or future, actual, contingent or prospective, and whether known or unknown, howsoever arising.
Materials	means any article or thing in relation to which Intellectual Property Rights arise or which incorporates a 'performance' (as defined in the <i>Copyright Act 1968</i> (Cth)) or a recording thereof.
Nationally Coordinated Criminal History Check	means a criminal history and police information check conducted about an Applicant by the ACIC, and the result of that checking process provided by the ACIC to Veritas.
Personal Information	has the same meaning as in the Privacy Act.
Personnel	means: <ul style="list-style-type: none">(a) in relation to the Transition Customer, the Transition Customer's Authorised Officer, each of its subcontractors and any officer, employee, contractor, partner, volunteer, agent, director, board member of the Transition Customer or its subcontractors; and(b) in relation to Veritas, its subcontractors and any officer, employee, contractor, partner, volunteer, agent, director, board member of Veritas or its subcontractors.
Platform	means the internet-based software platform operated by Veritas available at https://www.veritascheck.com.au/ (or such other uniform resource locator/internet address as notified by Veritas, from time to time) and related services.
Pre-Transition Credit	means a pre-payment for Credited Services made by the Transition Customer which was paid before the Transition Date, whether received by InterCheck before or after the Transition Date.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth), including the Australian Privacy Principles under that Act.
Services	means any services provided by Veritas to the Transition Customer under the Contract, including the Credited Service, if applicable.
Term	means the term of the Contract, pursuant to clause 3.
Terms	means these Terms of Service – Veritas Check Platform.
Transition Customer	means a person who, at the Transition Date, was a customer of InterCheck, and who requests Services from Veritas.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

Transition Customer Materials	has the meaning given in clause 8.6.
Transition Date	means 14 March 2024.
Third Party	means a person or entity who is not a party to the Contract.
Veritas	means Veritas Engineering Pty Limited (ACN 107 945 988) trading as Veritas Check of 67 Milligan Street, Perth, Western Australia 6000, and where the context requires, includes its Affiliates.
Veritas Materials	has the meaning given in clause 8.2.
Visa Entitlement Check	means a check of an Applicant's Australian visa conditions or entitlement which is conducted by the Department of Home Affairs, including through its Visa Entitlement Verification Online system, and the result of that checking process provided by the Department of Home Affairs to Veritas.
Wilful Misconduct	means: <ul style="list-style-type: none">(a) a deliberate and purposeful act or omission carried out with a calculated regard for the consequences of the act or omission; or(b) a reckless or wilful disregard for the consequences of the act or omission, but does not include any error of judgment, mistake, act or omission, whether negligent or not, which is made in good faith.

1.2 Rules of interpretation

- (a) This clause 1.2 applies to the interpretation of the Contract.
- (b) If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.
- (c) The singular includes the plural and vice versa.
- (d) A reference to:
 - (i) a gender includes any gender;
 - (ii) a living thing includes a reference to an inanimate thing and vice versa;
 - (iii) a clause, schedule or annexure is a reference to a clause, schedule or annexure to the Contract;
 - (iv) a document includes a variation or replacement of that document;
 - (v) a statute includes its subordinate legislation and a modification, replacement or re-enactment of either;
 - (vi) the Contract includes a schedule or annexure to the Contract;
 - (vii) "use", "exploit", "exercise" or similar words in relation to Intellectual Property Rights includes the use, exploitation or exercise of any rights, privileges, powers and/or benefits relating to or granted under those Intellectual Property Rights, whether under statute or otherwise;

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (viii) person includes a reference to:
 - (A) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity; and
 - (B) the person's personal representatives, successors and assigns;
- (ix) a thing, including a right, is a reference to either the whole thing or a part of the thing;
- (x) Australia is to the Commonwealth of Australia, including any state or territory of the same;
- (xi) currency is to Australian currency unless specified otherwise;
- (xii) time is to the time in Perth, Western Australia unless specified otherwise;
- (xiii) a day is a reference to the period which starts at midnight and ends 24 hours later;
- (xiv) a right includes a benefit, remedy, discretion or power, and vice versa; and
- (xv) an obligation includes a duty, and vice versa.
- (e) The words "include", "includes", "including" and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in the Contract.
- (f) Part performance of an obligation does not constitute performance of an obligation.
- (g) A term, condition or warranty in the Contract in favour of or on the part of two or more people benefits or binds them jointly and severally.
- (h) If the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day.
- (i) If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.
- (j) A clause is not to be construed against a party on the ground that the party is responsible for the preparation of the Contract or that clause.
- (k) The phrase "in relation to" has the widest possible import and encompasses the phrases "in relation to", "in connection with", "in respect of", "arising out of", "caused by" and "resulting from".
- (l) In the event of an inconsistency between the main body of the Contract and any of the schedules, the main body of the Contract prevails to the extent of that inconsistency.
- (m) A heading in the Contract is for convenience only and does not affect the interpretation of the Contract.

2. APPLICATION

- 2.1 These Terms apply to a Transition Customer in relation to the provision of the Services and the Platform by Veritas.
- 2.2 Access to and use of the Platform by the Transition Customer is conditional upon the Transition Customer accepting and complying with these Terms.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

3. TERM

The Contract commences on the Effective Date and continues until terminated in accordance with the terms of the Contract (**Term**).

4. AUTHORISED OFFICER

4.1 The Transition Customer warrants that the Authorised Officer has the authority to represent the Transition Customer for the purposes of the Contract.

4.2 Any communication or notices passed by Veritas to the Authorised Officer will be deemed to have been delivered to the Transition Customer.

4.3 If the Transition Customer wishes to change its Authorised Officer, the Transition Customer must update the details within the Platform or by providing written notice to Veritas.

5. ACCESS TO PLATFORM

5.1 General

Subject to the terms of the Contract, Veritas agrees to provide the Transition Customer with the non-exclusive right to access and use the Platform during the Term.

5.2 Creation of Account

(a) Within 2 Business Days of receiving a written request from the Transition Customer to establish an Account, Veritas must provide the Transition Customer with an Account Establishment Form.

(b) Veritas must create the Account for the Transition Customer within 5 Business Days of receiving a completed Account Establishment Form from the Transition Customer.

(c) The Transition Customer acknowledges and agrees that it is responsible for all information provided in the Account Establishment Form and there may be delays to the creation of the Account if and for as long as any information in the Account Establishment Form is incorrect or inaccurate.

5.3 Use of the Platform

(a) The Transition Customer:

(i) must only permit its Authorised Personnel to use and access the Platform for the purposes of submitting Check requests, paying for Credits and accessing Check Results, and for no other purpose;

(ii) must keep its Account access credentials confidential and not provide them to any person other than its Authorised Personnel;

(iii) is responsible for any use of the Platform using the access credentials provided to the Transition Customer or its Personnel;

(iv) except as contemplated by clause 5.3(a)(i), must not authorise any other person to exercise its entitlement to access and use the Platform, Services or Check Results, or otherwise sub-license any of its rights under the Contract;

(v) must immediately notify Veritas if it suspects any security breach or unauthorised access to the Platform;

(vi) must comply with any security policies, requirements, procedures or directions which may be notified by Veritas from time to time in respect of the access and use of the Platform; and

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (vii) must not access or use the Platform after the Term has ended.
- (b) Veritas may, but is not obliged to, monitor the use of the Platform by or on behalf of the Transition Customer to verify the Transition Customer's compliance with the Contract.

5.4 Platform restrictions

- (a) The Transition Customer must not (and must ensure that its Personnel do not):
 - (i) use, access, copy, reproduce or distribute the Platform except to the extent expressly permitted in accordance with the Contract;
 - (ii) subject to applicable Law, reverse engineer, decode, adapt, modify, create derivative works of, decompile or disassemble any part of the Platform, or otherwise attempt to gain access to the source code of the Platform (or the underlying ideas, algorithms, structure or organisation of the object code in the Platform) in whole or in part;
 - (iii) utilise or combine the Platform with any other software (other than software expressly approved by Veritas in writing);
 - (iv) use or copy any aspects of the Platform or Veritas Materials for any purposes related to the development of other software or platforms with similar attributes, functions, features, or qualities, to those of the Platform;
 - (v) sell, rent, lease, license, sublicense, or resell the Platform, use the Platform as a service bureau or for the benefit of any Third Party, whether on a paid or unpaid basis;
 - (vi) access the Platform using access mechanisms other than through the secure network established by Veritas for the Platform or via an application programming interface (**API**) expressly approved by Veritas;
 - (vii) use the Platform to transmit or publish any content or data, or conduct any transactions or activities, that are unlawful or infringe any third party rights;
 - (viii) introduce any Harmful Code into the Platform or Veritas' computer systems, networks or data;
 - (ix) interfere with or circumvent the security and integrity of the Platform;
 - (x) conduct penetration or security testing of the Platform without obtaining express written approval from and co-ordination with Veritas prior to each instance of such a test being conducted; or
 - (xi) allow or authorise anyone to do any of the acts set out in this clause 5.4(a).
- (b) Veritas reserves the right to restrict or suspend the Transition Customer's (or one or more Personnel's) access to part or all of the Platform or access to certain Check Results:
 - (i) if the Transition Customer is in breach of the Contract;
 - (ii) for scheduled or emergency maintenance of the Platform;
 - (iii) if any Information Providers suspend or reduces Veritas' level of access to any information services that it requires to perform the Services; or
 - (iv) if continued use may result in material harm to the Platform or its users or would contravene any Law.

5.5 Maintenance and availability of Platform

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (a) The Transition Customer acknowledges and agrees that:
 - (i) the Platform is provided to the Transition Customer on an “as is”, “as available” and “where is” basis, without any warranty of any kind other than those expressly stated in the Contract;
 - (ii) the Platform documentation may specify minimum technical requirements and Third Party service integrations that are required in order for the Transition Customer to access and use the Platform. Veritas takes no responsibility for any Third Party products or services that the Transition Customer uses in connection with the Platform; and
 - (iii) the Platform will evolve over time and Veritas reserves the right to change how the Platform operates and its functionality, change the types of Checks available, and update the Platform documentation from time to time. Any material changes will be notified to the Transition Customer as soon as reasonably practicable prior to the change coming into effect, unless such change is required to comply with applicable Law or to secure the Platform in which case it may be implemented immediately.
- (b) If the Transition Customer does not agree to any material change to the Platform as notified to it under clause 5.5(a)(iii):
 - (i) the Contract and the Transition Customer’s access to the Platform will be terminated; and
 - (ii) Veritas will refund any Credits which the Transition Customer has not utilised at that time.
- (c) The Transition Customer will be deemed to have accepted any change to the Platform notified to it under clause 5.5(a)(iii) if the Transition Customer continues to access and use the Platform.
- (d) Veritas does not warrant:
 - (i) that the operation of the Platform will be uninterrupted or error free; or
 - (ii) against Loss caused by accident, abuse or misapplication of the Platform by the Transition Customer, an Applicant or any third party.
- (e) To the extent permitted by Law, Veritas is not liable, and the Transition Customer must not make any Claim against Veritas, for any Loss suffered or incurred by the Transition Customer, an Applicant or any third party whatsoever as a result of:
 - (i) the Platform being inoperable, including whilst undergoing maintenance, servicing or updates by Veritas; or
 - (ii) any inoperability, malfunction or error in the systems, equipment or infrastructure of third-party telecommunications service providers, internet service providers, data storage providers, or other third-party providers of services used in conjunction with the Platform.

6. CONDUCT OF CHECKS

6.1 Performance of Services

Veritas agrees to:

- (a) perform the Services and its obligations under the Contract with due care and skill and in accordance with applicable Laws; and

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (b) use all reasonable endeavours to maintain all approvals, accreditations and licences that it may require to provide the Services.

6.2 Requesting a Check

- (a) The Transition Customer may request Veritas undertake a Check in relation to an Applicant by inviting the Applicant to the Platform.
- (b) The Transition Customer agrees that it is responsible for:
 - (i) providing accurate contact details to Veritas for a proposed Applicant so that Veritas can contact the Applicant to conduct the Check, and for ensuring it has the necessary consents for Veritas to contact the Applicant for this purpose; and
 - (ii) paying all applicable Fees in accordance with clause 9.

6.3 Contacting an Applicant

- (a) Veritas is responsible for obtaining a completed Application Form for the Check directly from the Applicant.
- (b) Veritas will use reasonable endeavours to confirm the Applicant's identity directly with the Applicant in accordance with the processes and requirements imposed on it by the relevant Information Provider.

6.4 Access to Check Results

- (a) Veritas will only disclose and allow the Transition Customer to access the Check Results if Veritas has obtained the Informed Consent of the Applicant to disclose the results to the Transition Customer.
- (b) Where the Transition Customer receives or accesses any Check Results, the Transition Customer must:
 - (i) keep the Check Results confidential and only use and disclose the Check Results to the extent permitted by the Applicant's Informed Consent and for no other purpose;
 - (ii) only permit Authorised Personnel that need to know the Check Results to have access to the Check Results, and ensure such Authorised Personnel keep the Check Results confidential and comply with the terms of the Contract in relation to the use, storage and handling of the Check Results; and
 - (iii) comply with any specific Terms applicable to the particular Check Result, as specified within the Check Results or within the Platform.

7. PRIVACY AND CONFIDENTIALITY

7.1 Privacy

- (a) In relation to any Contract Personal Information, each party agrees to comply with:
 - (i) the Privacy Act, irrespective of whether or not it would otherwise be bound by that Law;
 - (ii) any privacy policy published by Veritas; and
 - (iii) any other applicable privacy and data protection Laws.
- (b) Each party agrees to:
 - (i) keep Contract Personal Information confidential, and to only use it to the extent

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- permitted by the Contract;
 - (ii) implement appropriate security measures to keep the Contract Personal Information and Confidential Information of the other party it holds secure from misuse, interference and loss and against unauthorised access, modification or disclosure, to a level consistent with those required by the Privacy Act and using at least the same degree of care (but no less than a reasonable degree of care) as it applies with respect to its own Confidential Information and sensitive information it holds;
 - (iii) notify the other party if it becomes aware of any eligible data breach (as defined in the Privacy Act) or a complaint that it has breached the Privacy Act or other applicable privacy Laws in connection with any Contract Personal Information; and
 - (iv) assist and cooperate with the other party in investigating and mitigating any suspected or actual eligible data breach, resolving any complaints made under the Privacy Act (or any other applicable privacy Laws) and making any mandatory notifications to any Governmental Agencies or impacted individuals in connection with such breaches and complaints.
- (c) The Transition Customer agrees to:
- (i) only use and disclose Contract Personal Information for purposes permitted in accordance with clause 6.4;
 - (ii) comply with any additional security or document destruction requirements notified to the Transition Customer in writing in relation to any Contract Personal Information that may apply to certain Checks to reflect any requirements of Information Providers, Governmental Agencies or applicable Laws from time to time;
 - (iii) comply with any lawful directions of Veritas in connection with the collection, disclosure, handling and destruction of any Check Results;
 - (iv) not transfer, disclose, store or otherwise use Check Results outside Australia, or allow parties outside Australia to have access to Check Results, unless the Transition Customer has the consent of the Applicant to do so; and
 - (v) procure that its Personnel who are required to deal with Contract Personal Information for the purposes of the Contract, are made aware of and comply the obligations of the Transition Customer as set out in this clause 7.1.
- (d) Where the Transition Customer invites an Applicant to undertake a Check or otherwise provides any Contract Personal Information to Veritas, the Transition Customer warrants that it has obtained all necessary consents and approvals from, and make any notifications to, the Applicant as required by Laws (including the Privacy Act and spam, marketing and telecommunications Laws):
- (i) to disclose the Applicant's contact details and Personal Information to Veritas; and
 - (ii) to allow Veritas to lawfully contact the Applicant including via commercial electronic messaging, in order to initiate the Check.
- (e) It is Veritas' responsibility to obtain the Informed Consent of the Applicant to the relevant Check, and Veritas will obtain all necessary consents and approvals from, and make any notifications to, the Applicant as required by Laws (including the Privacy Act) in order to collect the information necessary to process the Check.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

7.2 Confidentiality

- (a) Each party (**Receiving Party**) must keep confidential, and not disclose, any Confidential Information of the other party (**Disclosing Party**) except:
 - (i) as permitted under the Contract;
 - (ii) where the Receiving Party has obtained the prior written permission of the Disclosing Party to disclose the Confidential Information;
 - (iii) to the Receiving Party's Personnel, professional advisers, auditors, and insurers who have a need to know the Confidential Information and agree to keep it confidential on terms consistent with the Contract;
 - (iv) where Veritas is the Receiving Party, on a confidential basis to an Information Provider in order to process any Checks or if required in order to comply with the terms of its agreement with the Information Provider; or
 - (v) where the Receiving Party is compelled to do so by Law or the rules of a stock exchange, provided that where possible it gives the disclosing party written notice prior to disclosure.
- (b) The Receiving Party must only use Confidential Information of the Disclosing Party to the extent required to exercise the Receiving Party's rights and perform the Receiving Party's obligations under the Contract.
- (c) On termination or expiry of the Contract, if requested by the Disclosing Party and subject to Law, the Receiving Party must return or destroy all copies of the Confidential Information of the Disclosing Party in its power, possession or control.

7.3 Survival

This clause 7 survives expiry or termination of the Contract.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Nothing in the Contract:

- (a) assigns or transfers ownership in any Intellectual Property Rights of any party to the other party; or
- (b) grants any rights to use any Intellectual Property Rights of any other party, except and to the extent expressly stated in the Contract.

8.2 Veritas and its licensors own all Intellectual Property Rights:

- (a) in, and associated with, the Platform, including all modifications and improvements made to it in connection with the Contract or otherwise; and
- (b) in any Materials provided to the Transition Customer in connection with the Contract, including those provided or made available via the Platform,

(Veritas Materials).

8.3 Veritas grants the Transition Customer a non-exclusive, royalty-free, non-transferable licence to use the Veritas Materials during the Term to the extent required to receive the Services and to utilise the Check Results strictly in accordance with the Contract, and for no other purpose.

8.4 The Transition Customer must not alter or amend any copyright notices, Information Provider disclaimers, trade marks or logos contained in any Veritas Materials.

8.5 All other rights in the Veritas Materials are reserved by Veritas and its licensors.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- 8.6 As between Veritas and the Transition Customer, ownership of any Materials provided by the Transition Customer to Veritas remains with the Transition Customer (**Transition Customer Materials**).
- 8.7 The Transition Customer grants Veritas a non-exclusive, royalty-free, non-transferable licence during the Term to use the Transition Customer Materials (including the right to sub-license) to the extent required to perform Veritas' obligations under the Contract and for no other purpose.
- 8.8 The Transition Customer warrants that the Transition Customer Materials, and their use by Veritas in accordance with the Contract, will not infringe the Intellectual Property Rights of any Third Party or breach any Law.

9. FEES AND PAYMENT

9.1 Purchase of Credits

- (a) The Transition Customer must make a prepayment to Veritas in cleared funds (or procure payment by the Applicant) of the applicable Fee for the Check prior to the Transition Customer inviting an Applicant to the Platform.
- (b) Upon payment being received by Veritas under clause 9.1(a), Veritas will issue the Transition Customer with a Credit for the relevant Check.
- (c) The Transition Customer acknowledges and agrees that:
- (i) the Credit will be deducted from the Transition Customer's account when an invitation has been sent to the Applicant; and
 - (ii) Veritas will not process an Application Form if:
 - (A) Veritas has not received payment of the applicable Fee from the Transition Customer or Applicant (as the case may be); or
 - (B) the Transition Customer has exhausted any issued Credit.

9.2 Refund of Credits

- (a) If the Applicant rejects the invitation to conduct the Check, Veritas will refund the relevant Credit to the Transition Customer's Account.
- (b) Except in accordance with clause 9.2(a), the Transition Customer will not be entitled to a refund of any Credit, including if the Applicant provides incorrect or inaccurate information in the Application Form or if the Check Results cannot be used for the Transition Customer's intended purposes.

9.3 Update to Fees

- (a) Veritas may update the Fees from time to time during the Term.
- (b) The current Fees will be notified to the Transition Customer on the Platform at the time it seeks to purchase a Credit.

9.4 Pre-Transition Credits

Despite anything else in this clause 9,:

- (a) Veritas agrees to perform the Credited Services for the Transition Customer under the Contract;
- (b) until 14 March 2026, the Fees payable for the Credited Services will be InterCheck's fees for those services as the Transition Date, subject to any rise and fall which may be applied by Veritas due to an increase in its external costs, such as currency

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

exchange, labour costs and government/regulatory costs;

- (c) Veritas must apply a credit equal to the relevant Pre-Transition Credits received by Veritas, for to the Fees otherwise payable by the Transition Customer for Credited Services; and
- (d) the Transition Customer consents to InterCheck transferring any Pre-Transition Credits paid by the Transition Customer to Veritas for Credited Services performed by Veritas.

10. GST

- 10.1 Words or expressions used in this clause 10 that are defined in the GST Law have the same meanings given to them in the GST Law.
- 10.2 Unless otherwise stated, any amount specified in the Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply (**GST Exclusive Consideration**).
- 10.3 If a party makes a taxable supply under the Contract (**Supplier**), then the recipient of the taxable supply (Recipient) must also pay to the Supplier, in addition to the GST Exclusive Consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
- 10.4 If an adjustment event arises in relation to a taxable supply made by a Supplier under the Contract, the amount paid or payable by the Recipient pursuant to clause 10.3 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.
- 10.5 This clause 10 will continue to apply after the termination or expiration of the Contract.

11. INDEMNITY

- 11.1 The Transition Customer indemnifies Veritas and its Personnel (**Indemnified Parties**), and will hold the Indemnified Parties harmless, from and against any and all Losses (including legal costs on a solicitor/own client basis) which any of the Indemnified Parties pays, suffers, incurs or is liable for as a result of or in connection with:
 - (a) any negligent, fraudulent or reckless act or omission or the Wilful Misconduct of the Transition Customer or its Personnel in connection with the Contract; or
 - (b) any breach by the Transition Customer of the Contract.
- 11.2 Each indemnity under the Contract is a continuing obligation, separate and independent from the other obligations of a party, and survives termination or expiry of the Contract.
- 11.3 It is not necessary for a party to incur an expense or make a payment before enforcing an indemnity under the Contract.
- 11.4 To the extent an indemnity given by the Transition Customer under the Contract is for the benefit of a third party, Veritas holds the benefit on trust for that person and Veritas is entitled to enforce the indemnity as trustee on behalf of that person.

12. LIABILITY

12.1 Acknowledgements

- (a) The Transition Customer acknowledges that:
 - (i) Veritas relies on information from Third Parties including registers maintained by Governmental Agencies, and these may not be accurate or up to date;

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (ii) Veritas relies on the information provided by an Applicant to conduct a Check;
 - (iii) the accuracy and completeness of the information in the Application Form, and any checks undertaken to verify the Applicant's identity, is reliant on the information provided by the Applicant;
 - (iv) if incorrect, incomplete or out of date information is provided by an Applicant, a Check may not be able to be conducted and if one is conducted, the Check Results are likely to be incorrect, and any reliance on such Check Results is at the Transition Customer's sole risk;
 - (v) a Check is a point in time check and the Check Results should not be relied upon for an unreasonable amount of time following the date that the Check Results were provided;
 - (vi) information in the Check Results should form only one part of any process for determining an Applicant's suitability for any entitlement, profession, undertaking, appointment or employment; and
 - (vii) it is the responsibility of the Transition Customer to ensure the Check ordered from Veritas will meet its requirements.
- (b) To the extent permitted by Law:
- (i) Veritas and its suppliers (including Information Providers) do not accept responsibility or liability for any error or omission in the Check Results; and
 - (ii) Veritas makes no representation or warranty of any kind including in respect to the accuracy of the Check Results, or that the Check Results will be fit for the Transition Customer's purposes.

12.2 Limitation of Liability

To the maximum extent permitted by Law (but subject to clause 12.3):

- (a) Veritas is not liable to the Transition Customer or any other person for any Loss of any kind in connection with the Contract, or any services obtained under the Contract, except (but subject to clauses 12.2(b) and (c)) to the extent caused directly by the negligence or wilful misconduct or a material breach of the Contract by Veritas;
- (b) without limiting clause 12.2(a), Veritas excludes all liability for Excluded Loss under or in connection with the Contract or otherwise, whether arising out of breach of contract, wilful misconduct, negligence or any other tort, under statute or otherwise; and
- (c) Veritas' maximum aggregate liability to Transition Customer under or in connection with the Contract (whether arising out of breach of contract, wilful misconduct, negligence or any other tort, under statute or otherwise) is limited to the total Fees (excluding GST) paid by the Transition Customer to Veritas in the 3-month period prior to the date of the event giving rise to the Claim.

12.3 Australian Consumer Law

- (a) In this clause 12.3, "**Consumer**" and "**Consumer Guarantees**" have the meanings given to them in the Australian Consumer Law.
- (b) The Australian Consumer Law provides Consumers with a number of protections including the Consumer Guarantees that cannot be excluded, restricted or modified. Nothing in the Contract has the effect of excluding, restricting or modifying a Consumer's rights under the Australian Consumer Law or any other statutory rights which cannot be excluded, restricted or modified.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (c) To the full extent permitted by Law and except to the extent that the Consumer Guarantees cannot be excluded (including in the circumstances set out in clause 12.3(d) or otherwise), a party's liability to the other party in connection with a breach of or failure to comply with a Consumer Guarantee is limited as set out in clause 12.4(b).
- (d) A party's liability in respect of a breach of or a failure to comply with an applicable Consumer Guarantee will not be limited in the way described in clause 12.3(c) if:
 - (i) the goods or services are 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law;
 - (ii) it is not 'fair or reasonable' for that party to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or
 - (iii) the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.

12.4 Exclusion of warranties

- (a) All implied terms, conditions, guarantees and warranties which otherwise might apply to or arise out of the Contract are excluded other than:
 - (i) those set out in the terms of the Contract; and
 - (ii) any applicable term, condition, guarantee or warranty which cannot lawfully be excluded or modified by contract, including consumer guarantees under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Non- Excludable Terms**).
- (b) To the maximum extent permitted by Law, if a party is liable for a breach of a Non-Excludable Term, where it is permissible to limit liability for such Non- Excludable Term, that party's liability is limited (at its option, acting reasonably) to the re- supply of services or the payment of the cost of having the services resupplied.

13. RESPONSIBILITY FOR COMPLIANCE AND AUDITS

- 13.1 When performing its obligations and any activities in connection with the Contract, the Transition Customer must comply, and must ensure its Personnel performing these obligations and activities comply, with the requirements of the Contract.
- 13.2 The Transition Customer must provide to Veritas, on request, written confirmation of its compliance with the terms of the Contract.
- 13.3 If Veritas is subject to an audit by an Information Provider or Governmental Agency (including a privacy commissioner or regulator) in connection with any Contract Personal Information or the provision of the Services, the Transition Customer agrees to cooperate with Veritas in relation to such audit and must provide Veritas with any assistance or information reasonably required to allow Veritas to comply with its audit obligations to the Information Provider or Governmental Agency.

14. TERMINATION

14.1 Termination on notice

- (a) Either party may terminate the Contract at any time and without cause on 14 days' written notice to the other party.
- (b) If Veritas terminates pursuant to clause 14.1(a), it will refund an amount equal to any

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

Credits purchased by the Transition Customer which the Transition Customer did not utilise by the end of the Term.

- (c) To the extent permitted by Law and subject to Veritas' refunds policy specified on the Platform, if the Transition Customer terminates pursuant to clause 14.1(a), the Transition Customer is not entitled to a refund of any Credits or pre-paid amounts paid to Veritas which the Transition Customer fails to utilise by the end of the Term.

14.2 Termination with cause

- (a) Veritas can terminate the Contract with immediate effect by notice in writing to the Transition Customer where:
 - (i) the Transition Customer breaches a term of the Contract which is capable of remedy, but does not remedy the breach within 30 days of notice in writing issued by Veritas, identifying the breach and requesting remedy;
 - (ii) the Transition Customer breaches a term of the Contract and that breach is incapable of remedy; or
 - (iii) an Insolvency Event occurs in respect of the Transition Customer.
- (b) The Transition Customer can terminate the Contract with immediate effect by notice in writing to Veritas where:
 - (i) Veritas materially breaches a term of the Contract but does not remedy the breach within 30 days of notice in writing issued by the Transition Customer, identifying the breach and requesting remedy; or
 - (ii) an Insolvency Event occurs in respect of Veritas.

14.3 Effect of termination

Upon termination of the Contract, the Transition Customer must cease all access and use of the Platform.

15. FORCE MAJEURE

A party (**Affected Party**) will not be liable for any delay or failure to perform any of its obligations under the Contract where such delay or failure is caused by a Force Majeure Event, provided that it takes all reasonable steps to remedy or mitigate the effects of the Force Majeure Event (excluding settling any industrial disputes) and resumes performance of its obligations as soon as reasonably practicable.

16. GENERAL PROVISIONS

16.1 Governing law

- (a) The Contract is governed by the laws applicable in Western Australia and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.
- (b) Any dispute or legal proceedings in relation to the Contract must be held in Perth, Western Australia.

16.2 Amendment to Contract

- (a) Veritas reserves the right to amend the terms and conditions of the Contract from time to time on the following basis:
 - (i) Veritas will notify the Transition Customer of an amendment by publishing the

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- amendment within the Platform (such as a pop-up) and/or providing the amendment to the Transition Customer (or the Authorised Officer) by email;
- (ii) subject to clause 16.2(a)(iii), Veritas must provide the Transition Customer with at least 21 days' notice of an amendment before the amendment comes into effect;
 - (iii) Veritas may provide a shorter notice period than the period referred to in clause 16.2(a)(ii) if and to the extent an amendment is required to comply with an applicable Law, an Information Provider agreement, or a Government Agency requirement;
 - (iv) the effective date of an amendment will be the date specified in the notice referred to in clause 16.2(a)(i);
 - (v) if the Transition Customer does not agree to an amendment, it may terminate the Contract in accordance with clause 14, in which case:
 - (A) it must cease using the Platform by the effective date of termination; and
 - (B) Veritas will refund the Transition Customer for any pre-paid credit amounts that the Transition Customer has paid but which it does not utilise prior to the date of termination;
 - (vi) if the Transition Customer uses the Platform after the effective date of an amendment, the Transition Customer will be deemed to have accepted and agreed to that amendment and it is legally binding on the Transition Customer.
- (b) Except as otherwise permitted under clause 16.2(a), the Contract can only be amended, supplemented, replaced or novated by agreement in writing, executed by the parties.

16.3 Assignment

- (a) A party must obtain the prior written consent of the other party before it transfers, assigns, novates or otherwise disposes of a right or obligation under the Contract.
- (b) Notwithstanding, Veritas may assign or novate all rights and obligations under the Contract to any of its Affiliates, or to any purchase of Veritas' business, by giving the Transition Customer written notice to that effect, and provided such Affiliate or purchaser (by deed in favour of the Transition Customer) undertakes to be bound by and comply with Veritas' obligations under the Contract.

16.4 Severability

If any provision of the Contract is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of the Contract to the minimum extent necessary and to the intent that the remaining provisions of the Contract remain in full force and effect.

16.5 Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of the Contract.

16.6 Survival

- (a) The warranties in the Contract survive the termination of the Contract.
- (b) Each indemnity in the Contract survives the performance of obligations relating to the Contract and the termination of the Contract.

TERMS OF SERVICE – VERITAS CHECK PLATFORM

InterCheck Transition Customers

Version date: 13 March 2024

- (c) To the extent that a party has not satisfied an obligation under the Contract or that obligation is a continuing obligation, that obligation survives the termination of the Contract.

16.7 Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to the Contract and the transactions facilitated by it.

16.8 Relationship

- (a) The parties acknowledge and agree that the relationship between them is that of principal and contractor.
- (b) Nothing in the Contract constitutes, or will be deemed to constitute, a relationship of agency, partnership or employment between the parties.

16.9 Communications

Each communication (including each notice, consent, approval, request and demand) given by a party to another party in relation to the Contract:

- (a) must be in writing and in the English language;
- (b) must be signed by the party making it or by that party's lawyer, attorney, director, secretary or authorised agent;
- (c) must be delivered by hand, sent by prepaid post or sent by email to the recipient party using the contact details of the recipient party specified in the Contract or as otherwise notified by the recipient party to each other party from time to time; and
- (d) is taken to be received by the recipient party:
 - (i) in the case of delivery by hand, upon delivery;
 - (ii) in the case of prepaid post sent to a recipient party in the same country as the sending party, on the date of actual receipt or otherwise the 3rd Business Day after the date of posting;
 - (iii) in the case of prepaid post sent to a recipient party in another country to the sending party, on the date of actual receipt or otherwise the 7th Business Day after the date of posting; and
 - (iv) in the case of email, at the time it is delivered to the recipient party's host server.

16.10 Receipt

Notwithstanding clause 16.9(d), if a communication given under clause 16.9 is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

16.11 Counterparts

The Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.