

RAPID ID PTY LTD - BUSINESS USER TERMS

AGREEMENT DET	AGREEMENT DETAILS		
RAPIDID	Rapid ID Pty Ltd ABN 13 611 116 404		
	13 Hickson Road, Dawes Point, NSW 2000 AUSTRALIA		
	Email: support@rapidio	d.com	
USER	Company Legal Name: Company Number: Office Address: Representative Name: Position: Email: Mobile:		
ACCESS DETAILS	The User may have access to the Australian Document Verification Service.		
FEES & INVOICING	FEES	Fees for the Service are set out in this agreement - see Schedule 1 If applicable, fees for Additional Services are to be set out in a Statement of Work Credit card processing fees apply where payment is made by credit card. RapidID uses Stripe and their fees are published on their website. When AUD amounts are shown, they are excluding GST. When USD amounts are shown, they include VAT. USD amounts are converted to AUD at time of invoicing.	
	TIMING OF INVOICING	Fees will be invoiced monthly in arrears.	

BY SIGNING BELOW, THE PARTIES ARE ENTERING INTO AN AGREEMENT THAT CONSISTS OF THESE AGREEMENT DETAILS AND THE ATTACHED TERMS.

RapidID	USER
SIGNED for and on behalf of Rapid ID Pty Ltd by its authorised officer:	SIGNED for and on behalf of the User by its authorised officer:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

1. Definitions

In this agreement:

Additional Services means the custom development services described in a Statement of Work.

Agreement Details means the details at the start of this agreement.

Australia DVS means the document verification service provided by the Commonwealth.

Australia DVS Business User Agreement means an agreement between the User and the Commonwealth on the terms and conditions available at http://www.dvs.gov.au/users/Documents/BUtermsandconditions.pdf.

Australian Privacy Act means the Privacy Act 1988 (Cth).

Commonwealth means the Commonwealth of Australia.

Fee means a fee for use of the Service as set out in the Agreement Details.

GST means the Goods and Services Tax levied under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

New Zealand Confirmation Service means the document verification service provided by the New Zealand Government.

New Zealand Identity Information Service means the identity information service provided by the New Zealand Government

New Zealand Privacy Act means the Privacy Act 1993 (Cth).

Personnel of a person means that person's directors, officers, employees, agents, contractors and their respective Personnel.

RapidID means Rapid ID Pty Ltd ABN 13 611 116 404.

Responsible Official means a person appointed by the Commonwealth to administer the Australia DVS, or by the New Zealand Government to administer the New Zealand Confirmation Service.

Security Incident means any action by a known or unknown person which results in or is reasonably suspected to have resulted in unauthorised use of the Service or User's systems that are used to access the Service, or unauthorised access to or modification, disclosure or loss of information relating to the Service.

Service means the Global Identity, Australian Document Verification Service and the New Zealand Identity Information Service.

Software Interface means a software interface between the User's systems and the Service.

Statement of Work means the document attached to this agreement outlining the Additional Services (if applicable).

Transaction means an identity or document verification request submitted by the User to RapidID using the Service.

Transaction Result means the result of a Transaction provided by RapidID to the User, and includes an information match result using the Australia DVS or New Zealand Confirmation Service.

User means the entity identified at the start of these terms

User Information means information about the User and User Representatives which is provided by the User to RapidID in relation to this agreement, including information provided before this agreement commences.

User Representative means a person authorised by the User to use the Service on behalf of the User.

2. Service

RapidID will provide the User with access to the Service and the User will use the Service in accordance with this agreement. If the Service Provider requires Additional Services to be carried out by RapidID, the Service Provider must complete and provide to RapidID a Statement of Work in respect of such Additional Services. Notwithstanding any information contained in a Statement of Work, any Additional Services provided by Rapid ID will be on the terms and conditions contained in this agreement.

3. Term

This agreement commences when the User registers with RapidID and continues until this agreement is terminated under clause 9.

4. Establishment of the Service

4.1 User Information

- (a) The User acknowledges that User Information will be used by RapidID to provide the Service.
- (b) The User must promptly notify RapidID of any updates to User Information and provide RapidID with any additional information reasonably requested by RapidID.
- (c) The User warrants that User Information is accurate and complete at the time it is provided.

4.2 Registration as a business user of the Australia DVS

- This clause 4.2 applies only if RapidID approves the User for access to the Australia DVS.
- (b) The User authorises RapidID to:
 - (i) register the User as a business user of the Australia DVS; and
 - (ii) enter into the Australia DVS Business User Agreement as agent for the User,

using the User Information.

- (c) The User warrants that the User has read and understood the terms and conditions of the Australia DVS Business User Agreement.
- (d) The User warrants that at all times during this agreement:
 - the User is carrying on business in Australia or New Zealand and is subject to Australian or New Zealand law;
 - (ii) the User is subject to the Australian Privacy Act or the New Zealand Privacy Act; and
 - (iii) the User meets all requirements and complies with all guidelines advised by the Commonwealth in order to be considered a 'regulated entity' by the Commonwealth (as set out in the DVS Commercial Service: Access Policy document).
- (e) The User will comply with the Australia DVS Business User Agreement.

- (f) If the Commonwealth conducts any audit or verification process to verify the User's compliance with the Australia DVS Business User Agreement, the User authorises the Commonwealth to provide any information relating to that process to RapidID.
- (g) The User agrees that any disclaimer, exclusion, limitation of liability or indemnity in this agreement is also for the benefit of the Commonwealth.

4.3 Approval for the New Zealand Confirmation Service

- (a) This clause 4.3 applies only if RapidID approves the User for access to the New Zealand Confirmation Service.
- (b) The User authorises RapidID to seek approval for the User to access the New Zealand Confirmation Service.
- (c) The User acknowledges that it will not be able to access the New Zealand Confirmation Service until it has been approved by a Responsible Official for that service.

4.4 RapidID account

- (a) RapidID will create a RapidID account for the User. The User will be responsible for appointing User Representatives to use, and manage the User's use of, the Service.
- (b) The User must ensure any account access information provided to, or created by, a User Representative is kept confidential and only used by that User Representative.
- (c) The User is responsible for acts of User Representatives, and any other person who accesses the Service using access information of a User Representative (whether authorised or not), as though they were acts of the User.

4.5 Implementation

- (a) The Service can be used by manually entering identity and document information through the RapidID website. Subject to this clause 4.6 the Service can also be used by transmitting identity and document information electronically to RapidID through a Software Interface.
- (b) RapidID will provide or make available to the User:
 - (i) specifications for the Software Interface;
 - (ii) access to test and sandpit environments for the Service:
 - (iii) test data and acceptance test criteria; and
 - (iv) assistance reasonably requested by the User to build and test the Software Interface.
- (c) The User is responsible for building and testing the Software Interface in accordance with the specifications provided by RapidID, so that the Software Interface meets the acceptance test criteria.
- (d) RapidID may conduct its own tests to determine whether the User has complied with clause 4.6(c). RapidID is not required to provide the User with live access to the Service via the Software Interface until RapidID is satisfied the User has complied with clause 4.6(c).

5. Use of the Service

5.1 Provision of Service

Subject to this agreement, RapidID will provide the User with access to the Service.

5.2 Restrictions on use

The User must only access and use the Service:

- (a) for its own internal purposes; and
- (b) in accordance with applicable laws.

5.3 Service is subject to change

The Service may be upgraded and its features, functionality and other characteristics may change from time to time. RapidID will endeavour to provide reasonable notice of changes that RapidID considers are not routine and should be advised to the User. The User acknowledges that it may not be reasonably possible to provide notice in all circumstances and that in no event will RapidID be obliged to provide notice exceeding 14 days.

5.4 Service is provided 'as is' and 'as available'

To the extent permitted by law, the User acknowledges and agrees that at all times during this agreement:

- (a) the User's access to and use of the Service is on an 'as is' and 'as available' basis;
- (b) the User will ensure its business processes and operations will be conducted satisfactorily notwithstanding the Service being subject to faults, errors, interruption, breakdown or be partially or fully unavailable for any reason;
- (c) any information provided by RapidID regarding the availability, performance, service levels or characteristics relating to the Service are non-contractual statements of intent and do not constitute a representation or warranty of any kind; and
- (d) the Service is provided based on information provided to RapidID by third parties and RapidID does not independently verify the accuracy or completeness of that information.

5.5 User facilities

The User must provide everything it needs to access and use the Service, and ensure that its equipment and facilities are properly configured and otherwise meet all relevant requirements notified by RapidID.

5.6 No interference

The User must not (and must not attempt to) modify, interfere with, disrupt, adversely affect or misuse the Service, or functionality provided by the Service, in any way, or interfere with or disrupt use of the Service by any other person. In this clause, a reference to the Service includes any third party system used by RapidID to provide the Service, including the Australia DVS and New Zealand Confirmation Service.

5.7 Suspension of service

RapidID may suspend or restrict the User's access to some or all of the Service if continued use may result in harm, interference or disruption to the Service or other users. RapidID will promptly notify the User of the suspension or restriction. RapidID will restrict the scope and duration of the suspension or restriction as is reasonable in the circumstances.

5.8 Audit

The User must, on provision of reasonable notice by RapidID, provide RapidID and its nominees with

reasonable access to the User's systems and records for the purpose of auditing the User's compliance with this agreement. RapidID will comply with any security and safety policies and procedures of the Service Provider when conducting such an audit.

5.9 Support

RapidID will provide User Representatives with access to a help desk and reasonable technical support in relation to the Service.

5.10 Alternative process

The User must have an alternative process for dealing with an individual whose identity cannot be verified using the Service.

6. Handling of information

6.1 Requirement for consent

- (a) The User must ensure that each individual whose information is provided to RapidID for a Transaction has an existing or prospective relationship with the User and has given express consent in written or electronic form (Consent) to their information being used for the purpose of verifying their identity.
- (b) A Consent may be given on:
 - (i) a one-off basis (that is, for each Transaction); or
 - (ii) an ongoing basis (that is, for a series of Transactions).
- (c) The User must allow an individual to withdraw a Consent by notifying the User before:
 - (i) the Transaction is carried out, in the case of a Consent given on a one-off basis; or
 - (ii) all of the checks, or any further checks, are carried out, in the case of a Consent given on an ongoing basis.
- (d) The User must ensure a Consent is in the form (if any) required by RapidID or, in the case of a Transaction involving the Australia DVS or New Zealand Confirmation Service, a Responsible Official.
- (e) The User must ensure a Consent given on an ongoing basis expires after 3 months, unless it is withdrawn sooner.
- (f) The User must provide a copy of a Consent to RapidID or a Responsible Official on request.

6.2 Protection of information

The User must ensure that:

- (a) information provided to RapidID for a Transaction; and
- (b) Transaction Results,

are handled in accordance with applicable privacy laws (including the Australian Privacy Act or New Zealand Privacy Act, if applicable) including taking reasonable steps to protect such information from misuse, interference and loss and unauthorised access, modification or disclosure.

6.3 Use of Transaction Results

(a) The User must only use Transaction Results to verify or contribute to the verification of the identity of individuals. The User must not use Transaction Results to update, verify or validate any other data or database. The User must not modify, adapt, translate, reverse engineer,

- decompile, disassemble or create derivative works in whole or in part based on the Transaction Results.
- (b) The User must ensure that no person (including the individual who is the subject of a Transaction) other than the User's Personnel may directly access a Transaction Result from the Australia DVS.
- (c) The User must not take adverse action against an individual who is the subject of a Transaction involving the New Zealand Confirmation Service unless the User has given the individual a reasonable opportunity to make submissions or be heard in relation to the proposed adverse action.

6.4 Security Incidents

- (a) The User must promptly report any Security Incident to RapidID, and provide information (including ongoing status updates) reasonably requested by RapidID to the extent known to or ascertainable by the User.
- (b) RapidID may suspend or restrict the User's access to some or all of the Service until RapidID is satisfied the Security Incident has been addressed.

6.5 Records

The User must keep records of Transactions and Transaction Results, and provide them to RapidID or, in the case of a Transaction involving the Australia DVS or New Zealand Confirmation Service, a Responsible Official on request.

7. Fees

7.1 Invoicing and payment

- (a) RapidID will invoice the User for the Fees at the times set out in the Agreement Details.
- (b) The User must pay all Fees within 14 days of receiving an invoice without deduction or set-off. Payment may be made by electronic funds transfer to the bank account nominated by RapidID on the invoice or by credit or debit card.

7.2 Late payments

Where payment of a Fee is overdue, RapidID may (without limiting its other rights):

- charge interest on the overdue amount at the rate of 2% per month; and
- (b) suspend or restrict the User's access to some or all of the Service,

until the overdue amount is paid.

7.3 GST

Unless stated otherwise, the Fees include GST. Where GST is payable by an entity in relation to a supply that it makes under or in connection with this agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.

8. Confidentiality

 (a) Subject to clause 8(c), each party will keep confidential the terms of this agreement and all information given to it under this agreement (Confidential Information).

- (b) Each party agrees to use the other party's Confidential Information only for the purposes of this agreement.
- (c) A party must not disclose the other party's Confidential Information to any person except:
 - to its Personnel on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;
 - (ii) with the other party's prior written consent;
 - (iii) if required by law or any stock exchange; or
 - (iv) if it is in the public domain, other than as a result of a breach of this agreement.
- (d) A party must take reasonable steps to prevent unauthorised access to the other party's Confidential Information in its possession or control.

9. Termination

9.1 Termination for convenience

- (a) The User may terminate this agreement at any time by notice to RapidID.
- (b) RapidID may terminate this agreement by providing 14 days' notice to the User.
- (c) Where the User terminates this agreement under clause 9.1(a), or RapidID terminates this agreement under clause 9.2(a) the User forfeits any Fees paid in advance. Where RapidID terminates this agreement under clause 9.1(b), or the Service Provider terminates this agreement under clause 9.2(a), RapidID will refund to the User the unused value of any Fees paid in advance.

9.2 Termination for cause

Either party may terminate this agreement immediately by notice to the other party if the other party:

- is in breach of this agreement and, where the breach is capable of being remedied, has failed to remedy the breach within 14 days of being requested to do so by notice; or
- (b) becomes subject to any form of insolvency or bankruptcy administration.

9.3 Termination by a Responsible Official

- (a) A Responsible Official for the New Zealand Confirmation Service may terminate this agreement in respect of the New Zealand Confirmation Service by notice to both parties if:
 - the Responsible Official is satisfied that it is no longer appropriate for this agreement to continue, having regard to:
 - A. the nature of the User's undertaking or activity, and whether the User has a genuine need to use the New Zealand Confirmation Service; or
 - B. the User's policies or practices in relation to the security of information and the privacy of individuals; or
 - (ii) a party has breached, or is likely to breach, this agreement.

- (b) The User agrees that this clause 9.3 is for the benefit of the Responsible Officials for the New Zealand Confirmation Service.
- (c) For clarity, termination of this agreement under clause 9.3(a) only terminates this agreement in respect of the New Zealand Confirmation Service and this agreement will continue in all other respects.

9.4 Effect of termination

- (a) When this agreement terminates, RapidID will close the User's account and from that time the User will have no further access to the Service. The User remains responsible for any use of the User's account up to the time the User's account is closed.
- (b) Termination of this agreement does not affect the operation of clauses 7, 8, 10 and 11 or any rights or remedies already accrued to either party under, or in respect of any breach of, this agreement.

10. Liability

10.1 Limitation of liability

To the extent permitted by law, RapidID's liability for breach of this agreement, or in tort (including negligence) or for any other common law or statutory cause of action:

- excludes any loss or damage which is incidental, consequential, special, exemplary, punitive or indirect or is a loss of profits, revenue, anticipated savings, business opportunity or goodwill; and
- (b) is limited to the total amount of the Fees paid by the User under this agreement in the 12 months preceding the event giving rise to the liability.

10.2 Implied terms and consumer guarantees

To the extent permitted by law, any term, condition or warranty which would otherwise be implied into this agreement is excluded. Where a consumer guarantee or term implied by law cannot be excluded, RapidID's aggregate liability for any breach of the guarantee or term is limited at its option to supplying the Service again or paying the cost of having the Service supplied again.

10.3 Indemnity

The User indemnifies and will defend RapidID, its related bodies corporate and their respective Personnel (**Those Indemnified**) against claims, liabilities, losses, damages, costs and expenses made against, or suffered or incurred by, Those Indemnified as a result of:

- (a) a breach of this agreement, or negligence relevant to this agreement, by the User;
- (b) RapidID acting as agent for the User in accordance with clauses 4.2(b) and 4.3(b); and
- (c) the User's use of or reliance on the Service.

11. General

11.1 Amendments

RapidID may amend this agreement from time to time by no less than 30 days' notice to the User. The amended agreement will apply from the date set out in the notice unless the User notifies RapidID that it wishes to terminate the agreement pursuant to clause 9.1.

11.2 Assignment

Either party may assign its rights under this agreement. Before the User assigns its rights, it must obtain the prior consent of RapidID which it will not unreasonably withhold.

11.3 Entire agreement

This agreement constitutes the entire agreement between RapidID and the User in relation to its subject matter. The User acknowledges that it has not relied on any term, condition, representation, warranty, matter or statement in entering into this agreement other than as set out in this agreement.

11.4 Circumstances beyond control

RapidID will not be liable for delay or failure to perform an obligation where such delay or failure was caused by circumstances beyond its reasonable control.

11.5 Governing law

This agreement is governed by and construed in accordance with the law of New South Wales. The parties submit to the jurisdiction of the Courts of New South Wales.

11.6 Interpretation

In this agreement,

(a) headings are for convenience only and do not affect interpretation; and

unless the context otherwise requires:

- (b) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either

- includes consolidations, amendments, re-enactments and replacements;
- (d) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (e) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (f) words importing the singular include the plural and vice versa;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- to the extent of any inconsistency between these terms and another document referred to in these terms, these terms prevail; and
- (i) **includes** in any form is not a word of limitation.

11.7 Severability

If part of this agreement, or the performance of, or compliance with, part of this agreement is or becomes illegal, void or otherwise unenforceable, then that part is severable from this agreement and the remainder of this agreement will remain on foot.

11.8 Waiver

The failure by a party to enforce a provision of this agreement will not be interpreted as a waiver unless expressly waived in writing. A waiver of a specific breach of a term of this agreement does not constitute a waiver in respect of any subsequent breach of that term or of any other term.

Schedule 1 - RapidID Fee Schedule

Australian Document Verification Service (DVS):

The Australian DVS is a 1-to-1 matching service that verifies the biographic data printed on a document by matching it against the official record holder & issuer in real time. Most Australian Government Issued Documents can be verified.

DOCUMENT VERIFICATION SERVICE (DVS) - AUSTRALIA	AUD (\$) ex GST
Pay As You Go (PAYG)	2.00
500 – 4,999 transactions per month	1.20
5,000 – 9,999 transactions per month	0.95
10,000+ transactions per month	0.85

New Zealand DVS - NZTA:

The New Zealand DVS is a 1-to-1 matching service that verifies the biographic data printed on a document by matching it against the official record holder & issuer in real time. The New Zealand Transport Agency allows the Driver Licence to be verified.

DOCUMENT VERIFICATION SERVICE (DVS) – NEW ZEALAND (NZTA)	AUD (\$) ex GST
Pay As You Go (PAYG)	4.00
500 – 4,999 transactions per month	3.00
5,000 – 9,999 transactions per month	2.00
10,000+ transactions per month	1.50

New Zealand DVS - DIA:

The New Zealand DVS is a 1-to-1 matching service that verifies the biographic data printed on a document by matching it against the official record holder & issuer in real time. The Department of Internal Affairs list includes Passports, Birth Certificates & Citizenship Certificates.

DOCUMENT VERIFICATION SERVICE (DVS) – NEW ZEALAND (DIA)	AUD (\$) ex GST
Pay As You Go (PAYG)	5.00
500 – 4,999 transactions per month	4.00
5,000 – 9,999 transactions per month	3.00
10,000+ transactions per month	1.50

China DVS:

The Chinese DVS is a 1-to-1 matching service that verifies the biographic data printed on a document by matching it against the official record holder & issuer in real time. The Chinese National ID Card & any Chinese Bank Card can be verified.

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DOCUMENT VERIFICATION SERVICE (DVS) – CHINA (DFA)	AUD (\$) ex GST
Pay As You Go (PAYG)	6.00
500 – 4,999 transactions per month	4.50
5,000 – 9,999 transactions per month	3.00

10,000+ transactions per month	1.50
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Global Address Verification (KYC 1+1):

The Global Address Verification (KYC) check uses an individual's Name, DOB, Address & National ID Number where available, to match their details against a wide range of traditional electronic, reliable & independent data sources. Sources can include Government, Credit, Commercial, Consumer, Postal, Property, Utility, Telco & National ID. The KYC configuration (also commonly referred to as 1+1) only requires the Name & DOB or Address to match on a single source to get a successful match result.

GLOBAL ADDRESS VERIFICATION (KYC / 1+1)	USD (\$)*
Pay As You Go (PAYG)	2.40
500 – 4,999 transactions per month	1.92
5,000 – 9,999 transactions per month	1.63
10,000+ transactions per month	1.47
PREMIUM COUNTRIES	3.60

^{*}Please take note that the pricing is displayed in USD (\$) which will be converted to AUD (\$) excluding GST at time of invoicing.

Global Address Verification (AML 2+2):

The Global Address Verification (AML) check uses an individual's Name, DOB, Address & National ID Number where available, to match their details against a wide range of traditional electronic, reliable & independent data sources. Sources can include Government, Credit, Commercial, Consumer, Postal, Property, Utility, Telco & National ID. The AML configuration (also commonly referred to as 2+2) requires the Name & DOB or Address to match on a minimum of 2 independent sources to get a successful match result.

GLOBAL ADDRESS VERIFICATION (AML / 2+2)	USD (\$)*
Pay As You Go (PAYG)	4.00
500 – 4,999 transactions per month	3.20
5,000 – 9,999 transactions per month	2.72
10,000+ transactions per month	2.45
PREMIUM COUNTRIES	6.00

^{*}Please take note that the pricing is displayed in USD (\$) which will be converted to AUD (\$) excluding GST at time of invoicing.

AML Risk Screening:

The AML Risk Screening uses Name & DOB to screen against global lists covering Politically Exposed Persons, Sanctions & Adverse Media. This service leverages cutting edge A.I based systems that are constantly updating lists in real-time as world events happen.

AML RISK SCREENING	USD (\$)**
PEP & Sanctions check Only	2.85
PEP, Sanctions, Watchlists & Adverse Media (PEP+)	5.00

^{**}Please note, purchases of more than 5,000 checks in a month will be discounted. Please contact RapidID to discuss this discount pricing.

ID Flow (Biometric):

Verify that the person behind the device is the person on the ID. This solution matches a person's facial biometrics to a photo ID and checks the document's authenticity. Users simply take a photo of their ID and selfie from their mobile. The entire mobile UI/UX can be customised to suit your workflow and match your branding. This solution can also be run in conjunction with any of the above checks (Additional checks priced separately).

ID FLOW (BIOMETRIC & DOCUMENT AUTHENTICITY)	AUD (\$) ex GST
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^{***} The Price of each check is variable depending on each customers customised ID Flow. Variables include the number of documents verified, the types or verification checks and level of automation included. Bulk discounts may apply.