

APPLICATION FOR DIA AGENCY ACCOUNT - FOR ID VERIFICATION and AML

Company Information

Applicant Name (Agency):

Phone:

Company No.

Primary Business Address:

Town/City:

Postal Address:

Town/City:

Postal Code:

Sole Trader:

Limited
Liability:Partnershi
p:

Other:

DIA Agency Application - Please nominate the purpose/s for access:

Identity Verification:

AML/CFT Act 2009:

Contact Information

Primary Contact Name:

Phone:

Email:

Administration Contact Name:

Phone:

Email:

Privacy Officer Contact Name:

Phone:

Email:

By signing below, the parties acknowledge they have read, understood and agree to be bound by the terms and conditions of the attached Agreement.

Signed on behalf of Agency:

Name:

Title:

Date:

Signed on behalf of Data Processor:

Name:

Title:

Date:

Signed on behalf of Data Zoo:

Name:

Title:

Date:

AGREEMENT FOR THE SUPPLY OF INFORMATION SERVICES – DATA PROCESSOR/AGENCY FOR ACCESS

1. APPLICATION OF AGREEMENT

- 1.1. The parties to this Data Processor Agreement (“the Agreement”) are:
- 1.1.1. Data Zoo Limited (NZCN 328 7828) and Data Zoo Pty Ltd (ACN 146 612 553) (“we” “our” “us” or “**Data Zoo**”);
 - 1.1.2. And the company or other legal entity (“**Agency**”, “you”, “your”) whose name and address are set out on the front page of this Agreement; and
 - 1.1.3. Trulioo Information Services Inc. (“**Data Processor**”).

2. BACKGROUND

- 2.1. The Confirmation Service allows an Agency to check, either directly or via an Intermediary, whether Identity Information provided to it by a customer is consistent with information recorded in the Applicable Databases to aid in its verification of the Individual's identity.
- 2.2. Under S8 of the Identity Information Confirmation Act 2012 an Identity Information Check can only be carried out if the Agency is party to this agreement and the Application to enter Confirmation Agreement with the Responsible Officials.
- 2.3. The Confirmation Service cannot provide any assurance that the individual providing Identity Information to an Agency is who they claim to be. Rather, it checks whether the information provided is consistent with information held by the Responsible Officials in the births, citizenship, or passport databases. It is the responsibility of the Agency to establish that the information relates to the person who provided it.
- 2.4. The purpose of this Agreement is to allow the Agency to undertake Identity Information Checks to confirm whether an Individual's Identity Information is consistent with information recorded in the **Applicable Databases**:
 - Births
 - Citizenship
 - Passports

3. ROLE OF DATA PROCESSOR

- 3.1. Data Processor has introduced you to our Services and all parties agree that Data Processor has set the fees to be paid by you under this agreement. You will access our Services via Data Processor's gateway and accordingly, you have appointed Data Processor to act as your agent and undertake the following on your behalf:
 - 3.1.1. via its gateway, Data Processor will supply us with the information from you that we require so that we can supply the Services to you;
 - 3.1.2. via its gateway, Data Processor will access the Services from us on your behalf to supply to you.
- 3.2. Data Processor agrees to act as your agent.
- 3.3. Data Processor agrees to comply with the Privacy Act 2020 in relation to all personal information it receives as a result of this agreement.
- 3.4. All parties acknowledge that:
 - 3.4.1. Data Processor is independent of us and is not our agent, employee or partner;
 - 3.4.2. Data Processor has no power or authority to act on our behalf or incur any obligation of any nature on our behalf;
 - 3.4.3. this agreement does not grant Data Processor access to our Services in its own right;
 - 3.4.4. Data Processor will have no responsibility for providing Services under this agreement other than in carrying out its role as set out in this agreement.
- 3.5. If you have any queries regarding the Services, you will in the first instance contact Data Processor. If the query relates to the information, we have supplied to you, Data Processor will direct the query to us. Otherwise Data Processor will handle all other queries you may have.

4. SUPPLY OF SERVICES

- 4.1. You must only use our Services and the information obtained from our Services in accordance with all laws and regulations.
- 4.2. So that we can provide the Services, you must supply us with the information we require. You and Data Processor must follow our policies and procedures as notified from time to time, including all security procedures such as the use and security of passwords. We will give reasonable notice of any changes to our policies and procedures.
- 4.3. Before you provide us with information or use our Services you must obtain all applicable consents and authorisations, which must be freely given and informed, and in accordance with the Privacy Act 1993, IIC Act and any other applicable laws.
- 4.4. Before you provide us with any information you must take reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.
- 4.5. You agree that we will not retain any information supplied by you when using our Services. Any information you do provide will be used by us only during the term of this agreement and only for providing Services to you. Data Zoo will not use the information you provide to contact you.

- 4.6. We may suspend your access (via Data Processor) to our Services where you have not paid fees due under this agreement by the due date, (provided the such fees are not subject to a genuine dispute) or where we believe, acting reasonably, you or Data Processor are in breach of this agreement and the breach is not remedied within 10 business days of you or Data Processor being notified in writing of such breach or you or Data Processor are in breach of any laws or regulations or where we believe, acting reasonably, providing Services to you may be a breach of any laws or regulations. You will not be entitled to any compensation during a period of suspension.
- 4.7. The Services will generally be available all day, 7 days a week. Support Services will generally be available during normal business hours (Monday – Friday, 9am – 6pm). You acknowledge that the Services are made available through communication links and networks which are supplied by external suppliers and that the availability of our Services will be dependent on the performance of those external suppliers and any factors (environmental or otherwise) which might impact on those communication links and networks, all of which are outside our control. You acknowledge that some of the information provided in our Services is supplied by external suppliers and that the availability of this information is dependent upon the performance of those external suppliers and the information may not always be available.
- 4.8. You are responsible for all communication costs for access to our Services.
- 4.9. As a condition to accessing the Confirmation Service the Agency will be required to submit a DIA Add Agency form via Data Zoo.
 - 4.9.1. we shall use any such information only for purposes of providing Services only for you.
 - 4.9.2. we will not contact the Customer directly.

5. SAFEGUARD OF ACCESS TO SERVICES AND INFORMATION WE PROVIDE

- 5.1. You and Data Processor must ensure that only persons properly authorised by you have access to our Services when access is through the Data Processor's gateway.
- 5.2. If we give you or Data Processor a user name, password or other identifier to access our Services you and Data Processor must keep this confidential and only use it for a proper purpose in accordance with this Agreement.
- 5.3. You and Data Processor must take appropriate measures to safeguard against improper access of our Services and the information we provide, including (without limitation):
 - 5.3.1. developing written policies and procedures to be followed by your employees, agents and Data Processors in relation to access to our Services and the security of the information we provide;
 - 5.3.2. establishing controls, including the use of passwords, credential tokens or other mechanisms and User identification in relation to access to our Services and the information we provide;
 - 5.3.3. notifying us in writing of any unauthorised access to our Services, changes to your authorised Users and compromises in the security relating to any of those matters;
 - 5.3.4. providing information and training to ensure compliance with the policies and control;
 - 5.3.5. monitoring usage and regularly checking compliance with the policies and controls;
 - 5.3.6. taking appropriate action in relation to identified breaches of policies and controls; and
 - 5.3.7. any other measures as reasonably requested by us.
- 5.4. If a party to this agreement becomes aware or suspects that any unauthorised person has obtained, attempted to obtain, or may obtain access to the Confirmation Service or any Confidential Information or has used or attempted to use the Confirmation Service or any Confidential Information for purposes not authorised or permitted by the terms of this Agreement:
 - 5.4.1. that party will immediately notify Data Zoo immediately in writing.

6. COMPLIANCE AND AUDIT

6.1. AUDIT

- 6.1.1. The Agency must keep records, for monitoring purposes, of all Identity Information Checks undertaken on its behalf,
- 6.1.2. Provide appropriate assistance, where reasonably requested by the Responsible Officials, in carrying out any audit of the Agency's use of the Confirmation Service or related systems or suppliers;
- 6.1.3. Provide to the Responsible Officials, where reasonably requested, copies of documents relevant to the Confirmation Service, for example, the Agency's privacy or information security policy, and any evidence of their implementation;
- 6.1.4. The Agency must provide a copy of the records kept within 10 Business Days if requested by the Responsible Officials.

6.2. COMPLIANCE CHECKS

- 6.2.1. Each party will promptly co-operate with any other party that reasonably requests any assistance in relation to any investigation or compliance check, including in assisting in resolving complaints and requests for correction of information. The party requesting the assistance will provide the other party or parties with the grounds for the request. The party providing answering the request will answer questions, provide all relevant information or documentation and to take other reasonable steps to show its compliance or to substantiate any information given.
- 6.2.2. In addition, each party must promptly co-operate with the others in any efforts to review the effectiveness of any policies, procedures or controls related to the Services.

6.3. DIA – “ADD AN AGENCY APPLICATION” FORM

Application to approve an Agency to access the Confirmation Service

- 6.3.1. The purpose of this application (attached Appendix A) is for Data Zoo to add the Agency to the list of its approved Agencies as approved by the Department and/or Registrar-General of Births, Deaths and Marriages to enable an Agency to access the Confirmation Service once assessed and approved by the Department and/or Registrar-General of Births, Deaths and Marriages.
- 6.3.2. An intermediary (Data Zoo) must not carry out an Identity Information Check on behalf of an Agency unless the Agency is approved by the Department and/or Registrar-General of Births, Deaths and Marriages, and included in the Agency's Agreement.
- 6.3.3. If any of the information provided in Appendix A changes during the term of this Agreement, the Agency must give notice to Data Zoo who will inform the DIA of these changes within 5 Business Days of the change.

7. FEES

- 7.1. The parties agree that Data Processor will invoice you and Data Processor is solely responsible for the collection of any amount payable by you under this agreement. You will pay Data Processor for our Services and the Services provided by Data Processor in the manner and at the rates agreed between you and the Data Processor. No fees are to be paid by you to us for our Services supplied under this agreement.

8. TERM AND TERMINATION

- 8.1. The Agreement continues until either you or we give 30 days' written notice to each other and to Data Processor that the agreement is to end.
- 8.2. Data Processor may terminate this agreement immediately upon written notice if you have not paid any amount due under this Agreement by the due date and you have failed to remedy the default within 30 days after Data Processor has given you written notice to remedy the default.
- 8.3. We may terminate this Agreement immediately if either you or Data Processor are in material breach of this Agreement which is not capable of remedy, or if the breach is capable of being remedied, the breach is not remedied within 10 business days of the date we give notice specifying the breach.
- 8.4. Termination of this Agreement will not extinguish or otherwise affect the obligations under this Agreement which by their nature are intended to survive termination.
- 8.5. Termination in any manner shall not affect any rights or obligations properly accrued to either of any party prior to termination.

9. LIMITATION AND LIABILITY

- 9.1. You agree that any information we supply that is obtained from the Applicable Databases is not verified by us and that we do not guarantee, warrant or represent that the information is free of errors or defects or is complete, correct or current.
- 9.2. Data Zoo will not be liable for failure to make a Service available to Agency where the Applicable Database is withheld or if access to the Applicable Database is interrupted by the Confirmation Service.
- 9.3. To the extent permitted by law, except for intentional acts or a breach of Terms of Use, confidentiality including, without limitation, where we have provided your data to third parties in breach of this Agreement, in no circumstances will we be liable to you, Data Processor or to any third party for any special, indirect, consequential, loss of profit, loss of revenue, loss of business, loss of data or punitive losses or damages suffered by you, Data Processor or any third party arising out of or in connection with this agreement, or the supply of Services to you, including in contract, in tort (including negligence), equity or in statute.
- 9.4. No party will be liable for any delay or failure to the extent such is directly attributable to an event beyond the party's reasonable control, provided that the party gives notice of such "force majeure" as soon as is practicable and applies all reasonable endeavours to comply with its obligations under this Agreement. This does not include a lack of financial resources (including non-payment of any kind whatsoever) or disputes and/or problems with a party's resources or industrial disputes.
- 9.5. You and Data Processor will indemnify us against all costs, losses and damages resulting from any claim, suit, action or proceeding (Claim) brought against us (including a Claim by third parties) to the extent that the Claim is based on, is connected to or arises out of an intentional act or gross negligence that results in a failure by you or Data Processor to comply with this agreement, or due to any unlawful or grossly negligent act or omission by you or the Data Processor or any of your employees. In the event of a Claim, you and Data Processor will provide to us all documents and assistance reasonably required by us.
- 9.6. You agree that you are acquiring our Services for the purposes of a business and that the provisions of the Consumer NZ Guarantees Act 1993 do not apply.

10. VERIFICATION SERVICES

- 10.1. You must only use our Verification services for the purpose of verifying an individual's identity and age for lawful purposes of identity verification, fraud prevention or enforcement of laws designed to prevent money laundering.
- 10.2. Before using our Identity Verification Services you must obtain the consent from the relevant individual. The written consent to search the individual's official identity information must be retained and made available upon request.

11. GENERAL

- 11.1. Access to our DIA Services is subject to your compliance with this agreement. You will ensure that you, and your employees and the Data Processor abide by the terms and conditions of this agreement.
- 11.2. Where necessary, in order to reflect changes required by relevant law or by the introduction of new Services we may amend this agreement by giving you and Data Processor no less than 30 days written notice. This may be in the form of a new agreement. You may terminate this agreement by giving 10 days written notice to us if you do not accept (in your sole discretion) any such amendment.
- 11.3. All intellectual property in relation to our Services or otherwise created in providing our Services to you is and remains our exclusive property (or our third party suppliers or vendors as the case may be) and you agree that you have no claim or rights to any part of such intellectual property and you will take whatever steps necessary to ensure that ownership rights in relation to such intellectual property remains with us.
- 11.4. No rights will be prejudiced or restricted by any indulgence or forbearance given by one party to another party and no waiver concerning any breach will operate as a waiver concerning any subsequent breach.
- 11.5. This agreement (with its schedules) forms the entire agreement between the parties concerning the supply of the Services to you and supersedes all prior agreements.
- 11.6. You or Data Processor must not assign this agreement without our prior written consent, which will not be unreasonably withheld.
- 11.7. This Agreement will be governed and interpreted in accordance with the laws of New Zealand.

Definition

“Agency” means a party to this agreement as set out on the front page of this agreement and a person or body of persons (whether corporate or unincorporated and whether in the public sector or private sector) that requires an Identity Information Check of a customer's Identity Information for its business purposes.

“Applicable Database” means a database administered by the Responsible Officials containing:

- birth information recorded under the Births, Deaths, Marriages, and Relationships Registration Act 1995; or
- death information recorded under the Births, Deaths, Marriages, and Relationships Registration Act 1995; or
- citizenship information recorded under the Citizenship Act 1977; or travel document information recorded under the Passports Act 1992.

“Confirmation Service” means the Service provided by the Responsible Officials that allows an Agency to undertake an Identity Information Check.

“Consent” means written or electronic consent (verbal is not permissible unless recorded) in respect to the verification of an Individual

“Data Processor” means a party to this agreement as set out on the front page of this agreement who acts as an agent for the Agency.

“Identity Information” means information provided by use of the Product that is personally identifiable information (PII) which can be used to distinguish or trace an Individual's identity, such as government identifier numbers, DOB, mailing or email address, phone numbers and biometric records.

“Identity Information Check” means a comparison of Identity Information supplied by an Agency (via the Data Processor and Data Zoo) to the Confirmation Service against information recorded in one of the Applicable Databases to confirm whether or not the information is consistent.

“IIC Act” means Identity Information Confirmation Act 2012

“Individual” means an identifiable natural person about whom an Agency holds Identity Information on.

“Intermediary” means Data Zoo who submits, on behalf of an Agency, an Individual's Identity Information for an Identity Information Check.

“Personal Information” is as defined in the Privacy Laws and as defined in Identity Information.

“Permitted Use” means verifying or contributing to the Verification of the identity of an Individual via the Service where Consent has been obtained. Also, in accordance with the Privacy and Laws as defined in this Agreement, the Agency has a lawful requirement for accessing the Service.

“Privacy Act” means the New Zealand Privacy Act 2020 (NZ).

“Responsible Officials” means:

- the Chief Executive for Applicable Databases that relate to the Citizenship Act 1977 or Passports Act 1992
- the Registrar-General for Applicable Databases that relate to the Births, Deaths, Marriages and Relationship Registration Act 1995.

“Services” means any Service (API or Web Portal) provided by the Data Zoo IDU solution to the Data Processor that utilizes the Confirmation Service.

“User” means a natural person engaged by the Agency and who uses the Confirmation Service on behalf of the Agency.

“Verification” Is the use of the Service that allows the Agency to compare its customer data with the Applicable Databases to obtain a result on the correctness of the information verified.