Application in relation to DVS

data zoo

The purpose of this application is for DATA ZOO to add an IDSP Client to the Document Verification Service (DVS) to access the Australian Passport, Drivers Licence, Medicare and Visa particulars.

The IDSP Client is the only authorised organisation able to access the DVS service provided by DATA ZOO (ID Service Provider). The Company must abide by the IDSP Client Agreement (Appendix 1) to access the DVS.

Company Details

Registered Company Name:

Trading Name:

Registered Company Number:

Company Website:

ANZSIC Division (view the ANZSIC list of codes in link below):
https://www.ato.gov.au/Calculators-and-tools/Business-industry-code-tool/AnzsicCoder.aspx

ANZSIC Class:

Company Address

Physical Address

Address Line 1:

Address Line 2:

Suburb:

State:

Postcode:

Country:

Postal Address   *If the address is the same as the Physical Address, please leave blank.*

Address Line 1:

Address Line 2:

Suburb: State: Postcode: Country:

Authorised Representative

First Name: Surname:

Position:

Phone: *Your best contact number*   Email:

General Information

Please provide information detailing the nature and core functions of the IDSP Client's business:

Platform Provider:

2Shakes via Centrix and DataZoo

Privacy Policy, Security and Risk Management

Do you have and can you provide evidence of:

1. A Privacy Policy?   ☐ Yes   ☐ No

   If yes, please complete the below:

   - *Please provide a web link to your privacy policy:*
   - *Please attach written confirmation that you are covered by the Privacy Act 1988. Otherwise, please complete the Privacy Act Opt-In Registration Form and submit to the Office of the Australian Information Commissioner (OAIC). For further information and opt-in forms, please refer to link:*
     https://www.oaic.gov.au/privacy/privacy-registers/privacy-opt-in-register/opting-in-to-the-privacy-act

2. An Information Security Policy?   ☐ Yes   ☐ No

3. A Risk Management Policy?   ☐ Yes   ☐ No

Customer DVS Consent Requirements

Do you have and can you provide evidence of:

Customer DVS Consent   ☑ <u>Yes</u>   ☐ <u>No</u>

If yes, please provide a copy of evidence of capturing DVS Consent:

Note: Each organisation will have its own administrative and/or legislative requirements around privacy and consent. There are multiple ways to meet the DVS consent requirements. Best practice industry examples include a checkbox paired with a consent statement on the screen/page where the document information is entered such as:

☑ *I confirm that I am authorised to provide the personal details presented and I consent to the information being checked with the document issuer or official record holder via third party systems for the purpose of confirming my identity.*

Please note:

I confirm that I am authorised to provide the personal details presented and I consent to the information being checked with third-party verification providers, which include verification by the document issuer or official record holder, for the purpose of identity verification.

The wording of "authorised", "third party systems*", "document issuer", and "authorised record holder**" must be used in your consent statement.
* This is interchangeable with "third party verification partners"
** This is interchangeable with "official record holder"

Record of Compliance

Has the IDSP Client been found in breach of the Australian Privacy Act 1988 or the New Zealand Privacy Act 2020 within the past 5 years?   ☐ Yes   ☐ No

Note: If you have been found in breach of the Australian Privacy Act 1988 or the New Zealand Privacy Act 2020, please provide details of the incident. Include: when it occurred, what happened, the decision or the outcome of the investigation and what policies or practices have been put in place to prevent similar incidents from occuring in the future.

Declaration by the IDSP Client
I declare that the information provided herein is complete and accurate.
I confirm that I have the authority to answer on behalf of the organisation.
I accept the DVS IDSP Client Agreement Terms as per Appendix 1
I confirm authority for Data Zoo to proceed with this DVS IDSP Client application and to advise the Gateway Service Provider (GSP) of any approval.

Name:	Position:

Signed:	Date:

Office Use – To be completed by a Data Zoo representative

Please confirm the following by writing your initials and date below.

ASIC REGISTRATION   Date: [   ]   Initials: [   ]

ANZSIC CODE   Date: [   ]   Initials: [   ]

CODE OF PRIVACY POLICY   Date: [   ]   Initials: [   ]

OAIC COMPLIANCE   Date: [   ]   Initials: [   ]

CUSTOMER DVS CONSENT   Date: [   ]   Initials: [   ]

DECLARATION APPROVAL   Date: [   ]   Initials: [   ]

DECLARATION SIGNATURE   Date: [   ]   Initials: [   ]

Appendix 1 – IDSP Client Agreement

1. By accepting these terms, you are entering an agreement with Data Zoo Pty Limited (ABN 82 146 612 553) (trading as Data Zoo) to become an IDSP Client of the document verification service (DVS) managed by the Commonwealth of Australia (Commonwealth).
2. You warrant that you have read and understood, and will comply with, the DVS IDSP Client Agreement.
3. You warrant that at all times during this agreement:
   a. you are carrying on business in Australia or New Zealand and are subject to Australian or New Zealand law;
   b. you are subject to the Australian Privacy Act 1988 or the New Zealand Privacy Act 2020; and
   c. you meet all requirements and comply 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).
   https://www.idmatch.gov.au/Documents/DVS%20Access%20Policy%20and%20Guidelines%20v%204.1.pdf
4. Your access to the DVS will be through Data Zoo (your IDSP), who has an arrangement with a Gateway Service Provider to enable you to access the DVS. Your IDSP will process your ID Verification Requests and provide a verified or unverified result.
5. You must ensure that each individual whose information is provided to Data Zoo for an ID Verification Request has given express consent in written or electronic form to their information being used for that purpose.
6. You acknowledge that ID Verification Results are based on information provided to Data Zoo by third parties and Data Zoo does not independently verify the accuracy or completeness of that information.
7. Any payment for your use of the DVS through your IDSP is to be made directly to your platform provider. Any queries regarding the DVS should be directed to your IDSP.
8. You agree that any disclaimer, exclusion, limitation of liability or indemnity in this agreement is also for the benefit of the Commonwealth.
9. The IDSP client may terminate this agreement by providing 30 days' notice and Data Zoo may terminate this agreement by providing 90 days' notice.
10. Either party may terminate this agreement immediately by notice to the other party if the other party:
    a. 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.
11. To the extent permitted by law, Data Zoo's liability for breach of this agreement, or in tort (including negligence) or for any other common law or statutory cause of action:
    a. 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 $500.
12. 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, Data Zoo's aggregate liability for any breach of the guarantee or term is limited at its option to supplying the relevant service again or paying the cost of having the service supplied again.
13. You indemnify and will defend Data Zoo, 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. your breach of this agreement;
    b. Data Zoo acting as agent for the User in accordance with this agreement; or
    c. your use of or reliance on the Data Zoo service.
14. Data Zoo may amend this agreement from time to time by no less than 30 days' notice to you. The amended agreement will apply from the date set out in the notice unless you notify Data Zoo that you wish to terminate the agreement pursuant to clause 9.
15. 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.
16. Notices to Data Zoo can be sent by email to info@datazoo.com or hand delivered or posted to PO Box 1745 North Sydney NSW 2060 Australia.