

### 1 What are these Terms about?

- 1.1 These Terms & Conditions (**Terms**) apply to Brokers who access illion's Access Seeker Service (**Service**) under an arrangement a third party Service Provider.
- 1.2 These Terms apply to your access to and use of the Service. By accessing and using the Service, you agree to be bound by these Terms.
- 1.3 These Terms commence on the date you are first provided with access to the Service and continue until they are terminated in accordance with clause 11 (**Service Term**).
- 1.4 We may amend these Terms from time to time by giving you no less than 30 days' prior notice (e.g. via notification from your Service Provider). If you do not agree to the amended Terms and wish to terminate your access to the Service, you may contact your Service Provider to discuss this and request termination prior to the end of our notice period. If you continue to access and use the Service from the end of our notice period, you agree to be bound by the amended Terms.

### 2 How is the Service provided?

- 2.1 We will provide the Service to you in accordance with these Terms.
- 2.2 You acknowledge and agree that:
  - (a) our ability to provide the Service is subject to Law and to your ability to obtain the required Authorisations;
  - (b) in providing the Service, we rely on Third Party Data and we may use our Related Bodies Corporate and/or relevant Third Parties; and
  - (c) the Service is supplied to you on an "as is" and "as available" basis.
- 2.3 We will not directly charge you any fees for your use of the Service. Any fees payable by you in connection with the Service will be as determined under your arrangement with your Service Provider.

### 3 What are your obligations?

- 3.1 You must:
  - (a) only use the Service in accordance with the Authorised Use (as set out in clause 6.2 or 7.1, as applicable) and all applicable Laws;
  - (b) implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity to access the Service;
  - (c) keep all Credentials secure and confidential and promptly notify us if you become aware of any unauthorised use or access of any Credentials, and if you are permitted, immediately change the affected Credentials and take any other security action as reasonably directed by us; and
  - (d) protect the Services from unauthorised use, alteration, adoption, modification, reproduction, access, publication and distribution;
- 3.2 You must not and must not attempt to, in connection with the Service:
  - (a) resupply, resell or repackage the Information or the Service;
  - (b) permit any third party to access or use the Service;
  - (c) except as reasonably required for the Authorised Use: (i) reuse, copy, download, upload, modify, translate, adapt, make any improvement or enhancement to, or in any other way reproduce, the Service; (ii) incorporate any information in a database, marketing list or report; (iii) use the Service to generate any statistical, comparative or other information that may be provided to any Third Party (including as the basis for providing recommendations to others); or (iv) permit a Third Party to do any of (i), (ii) or (iii);
  - (d) reverse engineer, disassemble, decompile, derive the source code of, tamper with the Service (or permit a Third Party to do so);
  - (e) circumvent any technological measures that are designed to prevent unauthorised use or access to any part of the Service;
  - (f) engage in any form of systematic extraction of all or part of the Service, such as "screen-scraping", or use of "bots" and/or "spiders";
  - (g) introduce, directly or indirectly, any virus, worm, trojan or other harmful or malicious code into, or otherwise corrupt, degrade or disrupt, the Service;
  - (h) unless required by Law: (i) voluntarily produce any Information in legal proceedings, or (ii) identify us, our Related Bodies Corporate, the Service as a source of reference; or
  - (i) use the Service in a manner that is unreasonable, unlawful or contrary to how the Service is intended to be used, as reasonably determined by us.
- 3.3 You agree that we may electronically monitor your use of the Service to ensure your compliance with these Terms, to meet our security requirements and to prevent fraud and unauthorised or illegal use.
- 3.4 You agree that you are solely responsible for any decisions made or not made by you in relation to the use of the Service.

### 4 Can you share the Service with anyone else?

- 4.1 We grant you a non-exclusive, non-sub-licensable, non-transferable, revocable, limited licence to use the Service in the Territory for the Service Term for the Authorised Use in accordance with these Terms (**Licence**). You agree that: (a) the Licence is exclusive to you; and (b) you must not sub-licence, resell, transfer, grant or otherwise permit access to or use of the Service to any Third Party.

### 5 Access Seeker – General terms and conditions

#### How do we provide the Service?

- 5.1 You acknowledge and agree that the Service is provided by illion's Credit Reporting Body (our **Bureau**).
- 5.2 You are provided with access to the Service (including our Bureau) on the condition that you are an Access Seeker.
- 5.3 Prior to submitting an Access Request, you must have verified the identity of the Relevant Individual by: (i) using our Identity Verification Service; or (ii) using another Identification Process.
- 5.4 Subject to these Terms, upon receiving your Access Request, we will provide you with the Access Seeker Report.
- 5.5 You acknowledge and agree that we (or our Bureau) may record and disclose the following information to Relevant Individuals and other Access Seekers: (i) your name; (ii) the fact that you have accessed the Access Seeker Report; (iii) the date on which you accessed the Access Seeker Report; and (iv) any information provided by you to us which we are permitted under the Privacy Laws to include in an Access Seeker Report. This information will be recorded by us for the Relevant Individual's information only. Credit Providers and other organisations are not able to view this information.

#### What are your obligations?

- 5.6 You must:
  - (a) only use the Service in respect of a Relevant Individual who has provided you with their Authorisation;
  - (b) retain copies of all Authorisations and promptly make them available to us on request and in a form that is reasonably acceptable to us;
  - (c) provide the Access Seeker Reports to Relevant Individuals free of charge;
  - (d) inform Relevant Individuals of their rights to obtain a free credit report from our Bureau directly;
  - (e) only use Access Seeker Reports (and any information incorporated within them) in accordance with Laws, including Privacy Laws;
  - (f) only access, use and/or retain Access Seeker Reports (and any information incorporated within them) as set out in these Terms; and
  - (g) promptly take all necessary steps to correct any information if you become aware that any information that you have provided to us is inaccurate, out of date or incomplete.
- 5.7 You must not:
  - (a) not charge a Relevant Individual for obtaining and providing them with their Access Seeker Report (however, nothing in this clause 5.7(a) restricts you from charging for other services that you provide to a Relevant Individual outside of the Access Seeker Service);
  - (b) copy, reproduce or disclose to any other person (other than the Relevant Individual), an Access Seeker Report (or any information incorporated within it); or
  - (c) transfer an Access Seeker Report (or any information incorporated within it) outside of the Territory.

### 6 Access Seeker – additional terms for Australia only

*This clause 6 applies to the Service where the Territory is Australia only.*

- 6.1 In accessing and using the Service, you represent and warrant that you hold an Australian Credit Licence (**ACL**) or are an authorised credit representative of an ACL licence holder.
- 6.2 You must only use the Service:
  - (a) for the sole purpose of obtaining Credit Reporting Information or Credit Eligibility Information about a Relevant Individual for the purpose of assisting them in dealing with a Credit Provider or CRB; and
  - (b) where the Relevant Individual has authorised you, in writing, to make a request to our Bureau in relation to their Credit Reporting Information or Credit Eligibility Information.
- 6.3 You must only access, use and/or retain Access Seeker Reports (and any information incorporated within them) for the Relevant Individual's own purposes and as expressly authorised by them.
- 6.4 You acknowledge and agree that:
  - (a) our ability to provide an Access Seeker Report is subject to us successfully matching the identity of the Relevant Individual to a record in our Bureau;
  - (b) we will not provide Access Seeker Reports in response to an Access Request made by a Credit Provider, trade insurer, mortgage insurer, a person prevented from being a Credit Provider by section 6G(5) or (6) of the Privacy Laws or a Credit Reporting Body (each, a **Prohibited Entity**). By accessing and using the Service, you confirm that you are not a Prohibited Entity; and
  - (c) during any period where there is a Ban Period in place, we will not return information to you and will only deal with the Relevant Individual to ensure that reasonable steps are taken to ensure that Credit Reporting Information is prevented from unauthorised use and disclosure.

## 7 Access Seeker – additional terms for New Zealand only

*This clause 7 applies to the Service where the Territory is New Zealand only.*

- 7.1 You must only use the Service for the purpose of obtaining Credit Information about a Relevant Individual (acting in your capacity as the Relevant Individual's agent).
- 7.2 You must only access, use and/or retain Access Seeker Reports (and any information incorporated within them) for the Relevant Individual's own purposes (and not for any of the Access Seeker's own purposes, including marketing or direct marketing).
- 7.3 You must provide the Relevant Individual with any information provided to you by us in connection with an Access Seeker Report, as required by the Privacy Code.
- 7.4 You acknowledge and agree that the Authorisations you obtain from Relevant Individuals in relation to the Service:
  - (a) must not be subject to bundled authorisations for other purposes that would have the purpose or effect of circumventing the prohibitions on marketing and direct marketing under the Privacy Code; and
  - (b) authorise us to retain any Personal Information provided by you for the purpose of providing our credit reporting services.
- 7.5 During any period where we are required to suppress a Relevant Individual's Credit Information pursuant to the Privacy Code, we will not return information to you and will only deal with the Relevant Individual to ensure that reasonable steps are taken to ensure that Credit Information is prevented from unauthorised use and disclosure.

## 8 Example Authorisation

*The following text may be used for the purposes of the Authorisation in both Australia and New Zealand. In the following text, "us" or "we" means the Access Seeker, and "you" or "your" means the Relevant Individual, as the context requires:*

- (a) "You authorise us, as your agent, to request your credit report from illion (a credit reporter) on your behalf. In order to do so, you authorise us, on your behalf, to provide illion with the information it reasonably requires. This may include, for example, your full name, address, date of birth, previous address and driver's licence number.
- (b) You authorise illion to hold, use and disclose any information about you that we provide on your behalf, for the purpose of providing its credit reporting services (including to other customers). Further information on how illion collects, holds, uses and discloses your credit information is available at [www.illion.com.au/illion-credit-reporting-policy-australia/](https://www.illion.com.au/illion-credit-reporting-policy-australia/) (Australia) or <https://www.illion.com.au/privacy-policy-risk-marketing-solutions/> (New Zealand).
- (c) If you ask us to request (on your behalf) that illion corrects any credit information that it holds about you, you need to identify how the information needs to be corrected. This may include providing documentation to support your correction request. You authorise us to provide this documentation to illion. We will be responsible for providing illion's response to your request to correct your information to you.
- (d) Our request to access your credit report on your behalf will be recorded by illion for your information only, so you to know who has accessed your credit report. Credit providers and other organisations are not able to view this information.
- (e) We will only use your credit information to assist you to access your credit report or to assist you in making a request to illion to correct your information that is held by illion. We will not use your credit information for any other purpose or for the benefit of any other person."

## 9 How is liability determined?

- 9.1 To the extent permitted by Law, each party's maximum aggregate liability for any Loss suffered or incurred in connection with the Service must not exceed the total fees paid by you to your Service Provider in connection with the Service in the 12 months preceding the date of the event giving rise to the relevant Loss and/or Claim.
- 9.2 Notwithstanding any other provision in these Terms, no party will be liable for Indirect Loss in connection with the Service.
- 9.3 To the extent permitted by Law, these Terms exclude all Implied Terms. If the Territory is New Zealand, the parties agree that they are contracting out of sections 9, 12A and 13 of the *Fair Trading Act 1986 (NZ) (FTA)* with respect to these Terms and for the purposes of section 5D of the FTA.
- 9.4 Nothing in these Terms excludes, restricts or modifies any Implied Term that cannot lawfully be excluded, restricted or modified (**Mandatory Term**). To the extent permitted by Law, our liability for a breach of a Mandatory Term is limited at our option to resupply the Service, or payment of the reasonable cost of having the Service resupplied.
- 9.5 No party will be liable to the other for non-performance or delays (other than a failure to pay) caused by an external event beyond the parties' reasonable control. In such event, both parties will use reasonable endeavours to minimise delays or interruptions.
- 9.6 Each party must take all reasonable steps to mitigate any Loss which it might suffer or incur in relation to the Service. A party's liability under these Terms will be reduced proportionately to the extent that the liability was caused by the other party or by a Related Body Corporate of that other party.

## 10 How do we manage Intellectual Property?

- 10.1 You and we each own and continue to own all of our respective Pre-Existing IP. If any of your Pre-Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Pre-existing IP to the extent required to deliver the illion Services.
- 10.2 We, or our licensors, own all right, title and interest, including Intellectual Property Rights, in the illion Services at all times. We do not, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.
- 10.3 All right, title and interest, including Intellectual Property Rights, in any Enhancements or Joint IP vests in us on creation. If you acquire any Intellectual Property Rights in any of our Services, Enhancements or Joint IP, you assign those Intellectual Property Rights to us (or our licensor) with effect from acquisition, and agree to do all things reasonably required by us to give effect to such assignment.

## 11 How do these Terms terminate?

- 11.1 You may terminate your access to the Service by contacting your Service Provider to request termination of the Service.
- 11.2 We will terminate your access to the Service if: (i) your Service Provider requests that we terminate your access to the Service; or (ii) the contract between us and your Service Provider under which you access the Service is suspended, expires or is terminated.
- 11.3 We may terminate the Service immediately by written notice if our ability to provide the relevant Services is revoked, terminated, restricted or otherwise materially adversely impacted by a change of Law, Regulator action or the action of a supplier.
- 11.4 We may suspend or terminate your access to the Service if you breach, or we reasonably suspect you have breached, a material term of these Terms. We will give you or your Service Provider 5 Business Days' prior notice, unless the breach is determined by us to be sufficiently material to warrant urgent suspension or termination, or we are otherwise required by a court, third party or regulator to suspend Services sooner. If the circumstances that gave rise to a suspension are rectified and are unlikely to be repeated, we will reinstate your access to the Service.
- 11.5 These Terms will automatically terminate upon termination of your access to the Service under clauses 11.1 to 11.4.
- 11.6 On termination or suspension the Service: (a) the Licence in respect of the Service terminates, or in the event of a suspension, is suspended, immediately; and (b) you must immediately cease using the Service.
- 11.7 Termination of the Service does not affect any rights accrued prior to termination.

## 12 Are there any other terms which apply?

- 12.1 These Terms constitute the entire agreement between you and illion concerning your use of the Service and supersedes all previous agreements and understandings. No delay or failure by illion to exercise a right under the Terms prevents the exercise of that right or any other right on that or any other occasion.
- 12.2 Each party will comply with all applicable Laws, including Privacy Laws. Where Privacy Laws do not apply to you, you agree to comply as if you were bound.
- 12.3 You agree that our Privacy Policy forms part of these Terms and applies to information collected from you or disclosed by you to us.
- 12.4 If, in connection with your actions or use of the Service, a Regulator makes enquiries, conducts an investigation or otherwise takes action that requires us to provide assistance or information, we will do so (at your cost and to the extent legally required).
- 12.5 If you become aware of a suspected or actual data security breach in connection with the Information, then you must immediately take all necessary steps to contain the breach in accordance with Privacy Laws and notify us as soon as possible (and no later than 48 hours) after becoming aware.
- 12.6 These Terms are governed by the laws of: (a) if the Territory is Australia, the state of Victoria; and (b) if the Territory is New Zealand, New Zealand. Each party submits to the exclusive jurisdiction of the courts of the applicable jurisdiction.
- 12.7 A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or any other right.
- 12.8 Nothing in these Terms creates any partnership, joint venture or employment relationship between the parties. These Terms are not exclusive and you agree there are no restrictions on us providing Service to any other person.
- 12.9 If any part of this Agreement is illegal or unenforceable, it will be severed and the remaining terms continue in full force and effect. Any term of this Agreement which is by its nature a continuing obligation, will survive termination or expiry.

## 13 Definitions

*The following definitions apply in, and form part of, these Terms:*



**Access Request** means a request made by an Access Seeker to obtain an Access Seeker Report on behalf of a Relevant Individual.

**Access Seeker** means: (a) where the Territory is Australia, has the meaning given to that term in the Privacy Laws; or (b) where the Territory is New Zealand, a person or entity that has the written authority of a Relevant Individual to request access to and/or correction of their Credit Information, on behalf of the Relevant Individual (in accordance with the Privacy Code).

**Access Seeker Report** means a report provided by us to an Access Seeker in relation to a Relevant Individual (in the format that we supply such data from time to time) and may consist of: (a) Credit Reporting Information (in Australia), (b) Credit Information (in New Zealand); and/or (c) a credit risk score.

**Access Seeker Service** means the service provided by us as set out in these Terms.

**AML/CTF Laws** means applicable laws in the relevant Territory relating to financial transaction reports, anti-money laundering and counter-terrorism financing.

**Authorisation** means, in respect of our Access Seeker Service, the authorisation provided by a Relevant Individual for an Access Seeker to make an Access Request on their behalf, and which must:

- (a) expressly authorise the Access Seeker to request an Access Seeker Report from illion's Credit Reporting Body on behalf of the Relevant Individual;
- (b) authorise the Access Seeker to provide us with any information reasonably required by us in relation to the Access Request (for example, their full name, address, date of birth, previous address and driver's licence number);
- (c) authorise the Access Seeker to provide us with any documentation we reasonably required to correct any credit information we hold about a Relevant Individual (if applicable); and
- (d) expressly name illion's Credit Reporting Body as the CRB that the Access Seeker will obtain the Access Seeker Report from and disclose information to.

**Authorised Use** means your lawful internal business purposes in accordance with clause 6.2 or 7.1 (as applicable) only.

**Ban Period** has the meaning given to that term in the Privacy Laws.

**Broker** means a person or entity who assists another party in considering obtaining new or additional credit or financial services, or continuing with existing credit or financial services.

**Business Day** means Monday to Friday, excluding public holidays in: (a) where the Territory is Australia, Melbourne; or (b) where the Territory is New Zealand, Auckland.

**Claim** means any claim, demand, legal proceedings or cause of action whether based in contract, tort, under common law or statute.

**Credentials** means any security identifier, access credentials, logins, passwords or account details used by you to access the Service.

**Credit Eligibility Information** has the meaning given in the Privacy Laws.

**Credit Information** has the meaning given in the Privacy Laws.

**Credit Provider** has the meaning given in the Privacy Laws.

**Credit Reporting Body or CRB** has the meaning given in the Privacy Laws to: (a) "credit reporting body", where the Territory is Australia, and (b) "credit reporter" where the Territory is New Zealand.

**Credit Reporting Information** has the meaning given in the Privacy Laws.

**Enhancements** means enhancements, variations, improvements or modifications to our Service or Intellectual Property Rights and/or any Third Party products and services and related Intellectual Property Rights.

**Identification Process** means a process which verifies the identity of individuals in accordance with industry best practice and in compliance with your requirements under Law (including, where applicable, AML/CTF Laws).

**Identity Verification Services** means the online verification and anti-money laundering service offered by us (known as greenID) which enables you to verify the identity of individuals against various data sources.

**Illion, we, our or us** means: (a) if the Territory is Australia, illion Australia Pty Ltd (ACN 006 399 677); or (b) if the Territory is New Zealand, illion New Zealand Limited (Co. No. 361901).

**Illion's Credit Reporting Body** means: (i) illion Data Registries Pty Ltd (ACN 101 620 446), where the Territory is Australia; and (ii), illion New Zealand Limited (NZCN 361901), where the Territory is New Zealand.

**Implied Terms** means any right, representation, remedy, warranty, condition, guarantee, term or undertaking that would be conferred on you or implied into these Terms by Law, including any implied terms, conditions or warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

**Indirect Loss** includes:

- (a) any loss of profits, loss of revenue, loss of goodwill, loss of customers, loss or opportunity, loss of anticipated savings, loss of use of data or loss of or damage to reputation; and
- (b) any indirect, special or consequential loss or damage whatsoever, even if it was reasonably foreseeable, arose naturally, or was contemplated by the parties in relation to the events giving rise to that Loss.

**Information** means any information provided by us to you in connection with the Service, including information provided as data output, documentation, report or compilation of information.

**Intellectual Property Rights** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, databases, discoveries,

circuit layouts, copyright (including source code), rights in software, know-how, business names, domain names, all analogous rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time.

**Joint IP** means any Intellectual Property Rights (excluding Enhancements) in any developed, created, produced or contributed to by us jointly with you in connection with the Service during the Subscription Period.

**Law** includes any statute, regulation, order, rule, subordinate legislation, rule of common law, principle of equity, mandatory code or standard or other document enforceable under any statute, regulation, order, rule or subordinate legislation, as amended from time to time.

**Licence** has the meaning given to that term in clause 4.1 of these Terms.

**Loss** means losses, liabilities, damages, Claim, costs, charges and expenses, whether arising under statute, in tort (for negligence or otherwise) or any other basis in Law or equity and including under any indemnity.

**Personal Information** has the meaning to that term in the applicable Privacy Laws.

**Pre-existing IP** means any Intellectual Property Rights owned by a party at the start of the Service Term.

**Privacy Act** means the *Privacy Act 1988* (Cth) (if the Territory is Australia) and the *Privacy Act 2020* (NZ) (if the Territory is New Zealand), each as amended or replaced from time to time.

**Privacy Code** means the *Privacy (Credit Reporting) Code 2014* (if the Territory is Australia) and *Credit Reporting Privacy Code 2020* (NZ) (if the Territory is New Zealand), each as amended or replaced from time to time.

**Privacy Laws** means all legislation, principles, industry codes and policies, as amended or replaced from time to time, which relate to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the *Privacy Act 1988* (Cth) (AU), *Privacy Act 2020* (NZ), the relevant Privacy Codes, the *Spam Act 2003* (Cth) (Aus), *Unsolicited Electronic Messages Act 2007* (NZ) and the privacy laws of each other country in which Personal Information is received, collected, held, used or disclosed by a party in connection with the Services, as applicable.

**Privacy Policy** means our privacy policy accessible at: (a) <https://www.illion.com.au/privacy-policy-risk-marketing-solutions/> (where the Territory is Australia); or (b) <https://illion.co.nz/privacy-policy-risk-marketing-solutions/> (where the Territory is New Zealand).

**Regulator** means any authority, commission, government, department, agency, court, tribunal, or similar having regulatory or supervisory authority over the parties or the Services.

**Related Body Corporate** means where a body corporate is: (a) holding company of another body corporate; (b) a subsidiary of another body corporate; (c) a subsidiary of a holding company of another body corporate; or (d) controlled by, under common control with, or controls, another body corporate, the first-mentioned body and the other body are related to each other.

**Relevant Individual** means an individual who provides their Authorisation to an Access Seeker to obtain an Access Seeker Report on their behalf.

**Service** means the Access Seeker Service.

**Service Provider** means the third party service provider who facilitates your access to the Service under your arrangement with that service provider (acting as your agent solely for the limited purpose of facilitating the provision of Access Seeker Reports to you).

**Service Term** has the meaning given to that term in clause 1.3.

**Terms** means these terms and conditions.

**Territory** means the country in relation to which the Access Request is being made, being either Australia or New Zealand.

**Third Party** means any person or entity other than illion (including our Related Bodies Corporate) and you.

**Third Party Data** means products, services, data or information provided to us by Third Parties which form part of the Services, including stock exchanges, government agencies, and includes any publicly available information.

**You, your** means the Broker who accesses the Service and agrees to these Terms under clause 1.2.