



Applicant Business (full legal entity name):			
ACN/ ARBN:	ABN:	NZBN:	Other relevant registration details (if any)
Physical Address:			Postcode:
Postal Address:			Postcode:
Applicant Business Type: (Check one only)			
<input type="checkbox"/> (A) Agriculture, Forestry and Fishing <input type="checkbox"/> (B) Mining <input type="checkbox"/> (C) Manufacturing <input type="checkbox"/> (D) Electricity, Gas, Water and Waste Services <input type="checkbox"/> (E) Construction <input type="checkbox"/> (F) Wholesale Trade <input type="checkbox"/> (G) Retail Trade <input type="checkbox"/> (H) Accommodation and Food Services <input type="checkbox"/> (I) Transport, Postal, Warehousing <input type="checkbox"/> (J) Information Media and Telecommunications		<input type="checkbox"/> (K) Financial and Insurance Services <input type="checkbox"/> (L) Rental, Hiring and Real Estate Services <input type="checkbox"/> (M) Professional, Scientific and Technical Services <input type="checkbox"/> (N) Administrative and Support Services <input type="checkbox"/> (O) Public Administration and safety <input type="checkbox"/> (P) Education and Training <input type="checkbox"/> (Q) Health Care and Social Assistance <input type="checkbox"/> (R) Arts and Recreation Services <input type="checkbox"/> (S) Other Services	
Nominated Gateway Service Provider:			
Applicant Authorised Representative:			
Name:		Position:	
Telephone:	Fax:	Email:	
Additional Authorised Representative:			
Name:		Position:	
Telephone:	Fax:	Email:	
<input type="checkbox"/>	By ticking this box you confirm that the applicant organisation that you are duly authorised to represent (the Business User) has accepted and is bound by the DVS Terms and Conditions, a legally binding and enforceable contract between the Business User and Commonwealth of Australia (and each Official Record Holder) and additionally between the Business User and Austroads, in respect to its access to and use of the DVS and related matters.		

to:

Commonwealth of Australia represented by the **Attorney-General's Department**, A.B.N. **92 661 124 436** ('AGD') and each Official Record Holder.



Introduction

- 1 Your access to and use of the DVS is subject to these Document Verification Service Business User Terms and Conditions of Use (these Conditions).

Use or disclosure of Any Australian Government Related identifier

- 2 You must not use or disclose a Australian Government Related Identifier of an individual unless:
 - 2.1 the use or disclosure of the identifier is reasonably necessary for you to verify the identity of the individual for the purposes of your activities or functions; or
 - 2.2 the use or disclosure of the identifier is reasonably necessary for you to fulfil your obligations to an Agency or an Australian State or Territory Authority; or
 - 2.3 the use or disclosure of the identifier is required or authorised by or under an Australian law or a court/tribunal order.
- 3 You acknowledge that, where you are subject to the Australian Privacy Act, a breach of clause 2 would also involve a breach of Australian Privacy Principle 9.2¹.

Pre-conditions to DVS use

- 4 To be able to connect to the DVS you must:
 - 4.1 be carrying on a business in Australia and/or New Zealand;
 - 4.2 have an operational DVS Business User ID;
 - 4.3 either yourself be a current Approved Gateway Service Provider or have in place an arrangement with a third party current Approved Gateway Service Provider;
 - 4.4 ensure any DVS Information Match Results you receive are recorded so as to allow the DVS Manager to efficiently and effectively audit your compliance with these Conditions; and
 - 4.5 meet all other requirements the DVS Manager may advise you of relating to your access and use of the DVS.
- 5 You represent and warrant all information provided to the DVS Manager and to your Approved Gateway Service Provider by any means and at any time, including in, or in relation to, any application in relation to your access to or use of the DVS to use the DVS, is true, correct, accurate and not misleading.
- 6 You acknowledge and agree that you will be legally bound by and must observe the Document Verification Service Business User Terms and Conditions of Use (which you have acknowledged that you have received, read and understood prior to contracting with your Approved Gateway Service Provider) as and from the date the DVS Manager advises you in writing that you have been registered as an 'Approved Business User'.
- 7 You further acknowledge and agree that in consideration of Austroads agreeing with AGD to provide Information Match Results in relation to driver licence information in connection with the Document Verification Service and to perform other obligations to the DVS Manager, as and from the time you first issue an Information Match Request in respect of a driver's licence Supported Document you will be legally bound by and must observe the Document Verification Service Business User Terms and Conditions of Use under an additional and separate contract with Austroads.

¹ For details of the Australian Privacy Principles see [Privacy fact sheet 17: Australian Privacy Principles](#) or Schedule 1 to the Australian Privacy Act

Use

- 8 You must ensure that all your Personnel are aware of and comply with all provisions of these Conditions that are relevant to their role, function and duties.
- 9 You must ensure that your use of the DVS does not (and does not attempt to) modify, interfere with, disrupt, adversely affect or misuse the DVS or DVS functionality in any way, or interfere with or disrupt use of the DVS by any other person.
- 10 You must ensure that, your access to and use of the DVS (which includes submission of Information Match Requests) and your access to and use of Information Match Data complies with all laws, regulatory requirements, and complies with all codes of conduct to which you ascribe.
- 11 You must promptly provide the DVS Manager with any information the DVS Manager requests in respect to your access to or use of the DVS, including any routine reports and certifications.
- 12 You must strictly comply with all requirements, instructions and guidance the DVS Manager advises you in respect to your access to and use of the DVS and Information Match Data and any other related matter.
- 13 Your use of the DVS must at all times comply with all applicable laws, without limitation including all relevant Privacy Laws. Unless authorised in writing by the DVS Manager, you must not use or disclose any personal information obtained through your use of the DVS for any purpose other than your access and use of the DVS.
- 14 Except as may be specifically authorised by the DVS Manager in writing, you must:
 - 14.1 only access and use the DVS and DVS Data in Australia and / or New Zealand;
 - 14.2 not allow any person other than your authorised Personnel to access or use Information Match Data or your DVS Business User ID;
 - 14.3 only access and use the DVS and Information Match Data exclusively for your own internal purposes;
 - 14.4 not use the DVS or collect, store or use Information Match Data for any purpose associated with the provision, or potential provision of, an information service to any person;
 - 14.5 not use or disclose any personal information (as defined in relevant Privacy Laws), if any, contained in any Information Match Result or otherwise provided by the DVS Manager for any purpose other than your access and use of the DVS; and
 - 14.6 not make any public statement concerning the DVS or your access to or use of it .
- 15 You must not, by act or omission, directly or indirectly, mislead any person in relation to the DVS, your access to or use of the DVS or any related matter.
- 16 You and your Approved Gateway Service Provider must fully cooperate with and support any audit or verification process the DVS Manager (or our agents) wishes to conduct to verify your compliance with these Conditions, without limitation including providing the DVS Manager with prompt access to relevant records, systems, premises and facilities. You authorise the DVS Manager access to any records or information held by any Approved Gateway Service Provider relevant to your access to or use of the DVS.

Privacy, consent and information use

- 17 You must ensure that your use of the DVS and Information Match Data complies with all relevant Privacy Laws.
- 18 You must ensure that each individual providing details in a Supported Document to you:
 - 18.1 confirms they are authorised to provide those details to you;
 - 18.2 is informed of the purpose for which that information is sought and will be used by you including that:
 - (a) the information will be subject to an Information Match Request in relation to relevant Official Record Holder information;
 - (b) that the Information Match Request, the Information Match Result and other Information Match Data and your access to and use of the DVS, may involve use of third party systems and services; and

- (c) as relevant, that information provided to or by you in or from Australia will be transmitted to New Zealand or vice versa; and
- 18.3 provides you with their express consent for such use and accessing such information, and as relevant, such transmission, prior to any such use or access or transmission being initiated or made by you and that you keep full and proper records of all such disclosures, confirmations and consents.

Your facilities

- 19 You must provide everything that you need to access and use the DVS and ensure that your equipment and facilities are properly configured and otherwise meets all relevant requirements advised by the DVS Manager.

Fees and charges

- 20 You must pay all fees and charges advised to you in respect to you being a DVS Business User. Unless specifically stated to the contrary, all fees, once incurred are payable and once paid are non-refundable, including where your access to or use of the DVS is cancelled, suspended or terminated for any reason.

Security

- 21 You must comply with all security procedures advised to you in relation to the DVS and take all reasonable action to protect and maintain the security of the DVS and your access to and use of it, including, without limitation, maintaining the security of all tokens, access codes, encryption keys and other information relating to access, authentication or security relating to the DVS.
- 22 You must take all reasonable action to prevent and detect unauthorised use of the DVS and your Business Access System.
- 23 You must immediately notify the DVS Manager if you know or suspect that access or authentication security information has been compromised or any other kind of unauthorised use or security breach has occurred, or if you know or suspect that there is a security vulnerability, fault, error or problem in the DVS or any Information Match Result.

Updates and changes to the DVS

- 24 The DVS may be upgraded and its features, functionality and other characteristics may change from time to time. The DVS Manager will endeavour to provide reasonable notice of any changes that the DVS Manager considers is not routine and should be advised to DVS Business Users. You acknowledge that it may not be reasonably possible to provide notice in all circumstances and that in no event will the DVS Manager be obliged to provide notice exceeding 14 days.

The DVS is provided 'as is' and 'as available'

- 25 The DVS has been implemented in a technical environment that is designed to provide high availability and be fault tolerant. However, as with any technology based facility, the speed and characteristics of the DVS will vary at different times and under different circumstances and the DVS may not always work as described, and the DVS and Information Match Results may be subject to faults, errors, interruption or breakdown or be fully or partially unavailable. You acknowledge and agree that, subject to clause 34, your access to and use of the DVS is on an 'as is, as available' basis only, and without limiting the foregoing:
- 25.1 you must ensure your business processes and operations can be satisfactorily conducted despite the DVS or Information Match Data being subject to faults, errors, interruption or breakdown or be fully or partially unavailable for any reason; and
- 25.2 any information the DVS Manager provides regarding availability, performance or other service levels or characteristics relating to the DVS, no matter how expressed, are non-contractual statements of intent only and do not constitute a representation or warranty of any kind.
- 26 You acknowledge and agree that you:
- 26.1 are solely responsible for your business processes and decisions;

- 26.2 must, where any issues arise with your customers or other stakeholders that in any way relate to your access to or use of the DVS or Information Match Data, ensure that the relevant customers and stakeholders understand that you are the sole point of contact in relation to those issues; and
- 26.3 must manage and resolve all such issues yourself as expeditiously as possible and without seeking to involve the DVS Manager in any way.

Changes to these conditions

- 27 The DVS Manager can update or otherwise vary these Conditions by not less than 45 days prior written notice to you.

Cancellation

- 28 The DVS Manager will promptly cancel your DVS Business User ID if you notify the DVS Manager to do so. The DVS Manager will advise you once cancellation has been effected.

Suspension and Termination

- 29 The DVS Manager may refuse access to the DVS, or suspend its operation in whole or in part either for you as a specific DVS Business User, for any Approved Gateway Service Provider or generally, at any time for any reason the DVS Manager thinks fit.
- 30 The DVS Manager may terminate your DVS Business User ID:
 - 30.1 with or without cause at any time by not less than 45 days prior written notice to you; and
 - 30.2 where you have breached these Conditions, immediately by written notice to you.

Indemnity

- 31 Subject to clause 34, you indemnify the DVS Manager against any loss, damage, cost, expense (including legal expenses on a solicitor and own client basis), claim, proceeding or liability of any kind that the DVS Manager (or our Personnel) may incur, that arises (no matter how arising including from negligence by the DVS Manager) out of or in connection with, your use (including unauthorised use) of your DVS Business User ID, your access to or use of the DVS and Information Match Data, the correctness or otherwise of Information Match Data, your Gateway Service or the lawful exercise of our rights pursuant to these Conditions.

Priority

- 32 To the extent of any inconsistency between a provision in this document and any other provision forming part of these Conditions, the provision in this document will prevail.

Disclaimer and liability

- 33 You acknowledge that we provide Information Match Results based on information provided to us by Official Record Holders and third parties and that we have not independently verified the accuracy or completeness of the information provided. Subject to clause 34, the DVS and Information Match Results are made available without any representation or warranty of any kind (without limitation in respect to the accuracy of Information Match Results) and the DVS Manager has no liability to you in respect of any loss or damage that you might suffer no matter how arising (including from negligence by the DVS Manager) that is directly or indirectly related to the DVS, or Information Match Data or any other relevant matter, without limitation including any Gateway Service and, any Approved Gateway Service Provider.
- 34 Except as set out in this clause 34, nothing in these Conditions excludes, restricts or modifies the application of, or liability in respect of, any consumer guarantee that applies to these Conditions under the Australian Consumer Law (Consumer Guarantee). Our liability for any failure by the DVS Manager to comply with a Consumer Guarantee that applies to these Conditions is limited to the DVS Manager (at our election):
 - 34.1 supplying the services again; or

- 34.2 paying the cost of having the services supplied again, except where it is not 'fair or reasonable' (as contemplated under section 64A of the Australian Consumer Law) for the DVS Manager to do so.

Notice

- 35 The DVS Manager may advise or notify you of any matter in relation to the DVS and these Conditions by email, mail, facsimile or telephone to any relevant address or number that you have provided to the DVS Manager.

Applicable law and jurisdiction

- 36 These Conditions are governed by, and are to be construed in accordance with, the laws of the Australian Capital Territory.
- 37 The DVS Manager and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Definitions

- 38 In these Conditions, unless the context implies a contrary intention, the following terms have the meaning set out below:

Agency means an *agency* as defined in the Australian Privacy Act.

AGD means the Attorney-General's Department acting for and representing the Commonwealth of Australia.

Approved Gateway Service Provider means a provider of a Gateway Service that is at all relevant times approved by the DVS Manager.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of the Australian Consumer Law (ACT) or any other state or territory as applicable.

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

Australian Government Related Identifier means a *government related identifier* as defined in the Australian Privacy Act (as at the date of publication of these Conditions being *an identifier of an individual that has been assigned by:*

- a) an Commonwealth government agency
- b) an Australian state or territory
- c) an agent of a Commonwealth government agency, or an Australian state or territory authority, acting in its capacity as an agent, or
- d) a contracted service provider for an Australian Commonwealth or state or territory contract, acting in its capacity as a contracted service provider for that contract).

Australian State or Territory Authority means a *State or Territory authority* as defined in the Australian Privacy Act.

Austroads means Austroads Ltd ACN 136 812 390.

Business Access System means systems and facilities that you use to connect to and interact with the DVS.

DVS means the system (including all associated services, infrastructure, applications, facilities, functionality, data, information and material, whether belonging to or operated by the DVS Manager or a third party) established by the DVS Manager to provide Information Match Results (but does not include any Gateway Service).

DVS Business User ID means a number or other mechanism (and associated access credentials) provided by the DVS Manager by which you are uniquely identified to the DVS Manager for purposes including accessing the DVS, transaction processing, and record keeping.

DVS Manager means Commonwealth of Australia acting and represented by the Attorney-General's Department and, in relation to clauses 25, 31, 33 and 34, also includes each Official Record Holder and (in the case of driver's licence information) Austroads.

DVS Testing Environment means any system or facility the DVS Manager makes available to you for testing purposes.

Gateway Service means the services and facilities (forming part of your Business Access System) by which your internal systems connect to the DVS.

Information Match Data means data and information in or relating to Information Match Requests or Information Match Results.

Information Match Request means an electronic request to the DVS by a User (required to be submitted in a structured electronic format advised by the DVS Manager) to be provided with an Information Match Result in relation to the details of relevant information in a Supported Document.

Information Match Result means, in respect to an Information Match Request, an electronic response indicating that the information provided in the request either matches or does not match the relevant official record data, or that a system error has been encountered in trying to process that request.

New Zealand Privacy Act means the *Privacy Act 1993* (NZ).

Official Record Holder means, in respect of each Supported Document, the entity against whose official record data the information submitted in an Information Match Request is matched (or attempted to be matched) via the DVS.

Our means the DVS Manager.

person includes a natural person, partnership, unincorporated or incorporated association, corporation or body politic.

personal information has the meaning defined in the relevant Privacy Law.

Personnel includes employees, officers, directors, contractors and agents.

Privacy Laws means the Australian Privacy Act; the New Zealand Privacy Act and any other law relating to privacy or personal information which you may be subject to.

Supported Document means a type of document (for example an Australian Passport or Australian Citizenship Certificate) that is supported by the Document Verification Service.

we and **us** means Commonwealth of Australia acting represented by the Attorney-General's Department and, in relation to clauses 25, 31, 33 and 34 also includes each Official Record Holder and (in the case of driver's licence information) Austroads.

User means each person (and, if relevant, each automated system) who can initiate an Information Match Request in relation to your DVS Business User ID.

you means the relevant DVS Business User, and, as the context admits, each relevant User.