

AMLHUB TERMS OF USE

1 APPLICATION OF TERMS

1.1 These Terms apply to your use of AMLHub (as defined below). By informing us that you accept a Proposal (as defined below), setting up an account for AMLHub or accessing and using AMLHub:

- a you agree to these Terms and our Privacy Policy (as defined below); and
- b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.

1.2 If you do not agree to these Terms, you are not authorised to access and use AMLHub, and you must immediately stop doing so.

2 CHANGES

2.1 We may change these Terms at any time by notifying you of the change by email or by posting a notice on the Website (as defined below). Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use AMLHub from the date on which the Terms are changed, you agree to be bound by the changed Terms.

2.2 **These Terms were last updated on 1st March 2019.**

3 INTERPRETATION

In these Terms:

AMLHub means the service having the core functionality described on the Website, as the Website is updated from time to time, including any AMLHub App.

AMLHub App means any software, web or mobile application provided by us to you for use in connection with AMLHub, including any enhancement, modification or derivative work.

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of AMLHub. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the Software. Your Confidential Information includes the Data.

Data means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, AMLHub.

Documentation means the user and technical documentation designed to enable you and your personnel to properly access and use AMLHub (if any) and includes any update of the documentation.

Fees means the applicable fees set out in the Proposal or as agreed otherwise in writing between you and us, as may be updated from time to time in accordance with clause 7.6.

Force Majeure means an event that is beyond the reasonable control of a party, excluding:

- ▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- ▲ a lack of funds for any reason.

including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Loss means any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind.

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

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

a *party* includes that party's permitted assigns.

Permitted Users means your personnel who are authorised to access and use AMLHub on your behalf in accordance with clause 5.4.

a *person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

personal information means information about an identifiable, living person.

personnel includes officers, employees, contractors and agents, but a reference to your personnel does not include us.

Privacy Policy means our privacy policy at [<https://amlsolutions.co.nz/wp-content/uploads/2019/02/AMLHub-privacy-policy.pdf>], as updated by us from time to time.

Proposal means a proposal document issued by us relating to AMLHub.

Start Date means the date that you inform us that you accept a Proposal, set up an account for AMLHub or first access or use AMLHub, whichever is the earliest.

Software means the software owned by us (and our licensors) that is used to provide AMLHub.

Terms means these terms titled *AMLHub terms of use*, including the Schedules.

Underlying Systems means the Software, IT solutions, systems and networks (including software and hardware) used to provide AMLHub, including any third-party solutions, systems and networks.

User ID means a unique name and/or password allocated to you or a Permitted User to allow you or a Permitted User to access AMLHub or any part of the Services.

Verification Services means the verification of the identity of an individual or of a document using AMLHub.

We, us or our AMLHUB Limited NZBN 9429047289789

Website means the internet site at www.aml solutions.co.nz, or such other site notified to you by us.

Year means a 12-month period starting on the Start Date or the anniversary of that date.

You or your means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

4 PROVISION OF AMLHUB

4.1 We must use reasonable efforts to provide AMLHub:

- a in accordance with these Terms and New Zealand law;
- b exercising reasonable care, skill and diligence; and
- c using suitably skilled, experienced and qualified personnel.

4.2 Our provision of AMLHub to you is non-exclusive. Nothing in these Terms prevents us from providing AMLHub to any other person.

4.3 Subject to clause 4.4, we must use reasonable efforts to ensure AMLHub is available on a 24/7 basis. However, it is possible that on occasion AMLHub may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. We

must use reasonable efforts to publish on the Website and/or notify you by email advance details of any unavailability.

- 4.4 Through the use of web services and APIs, AMLHub interoperates with a range of third-party service features. In particular, the Verification Services, politically exposed persons (PEPs), sanctions and credit file services involve third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third-party feature, you are not entitled to any refund, discount or other compensation.

5 YOUR OBLIGATIONS

5.1 You and your personnel must:

- a use AMLHub in accordance with these Terms solely for:
 - i your own internal business purposes; and
 - ii lawful purposes (including complying with the Unsolicited Electronic Messages Act 2007); and
- b not resell or make available AMLHub to any third party, or otherwise commercially exploit AMLHub without our written consent

5.2 When accessing AMLHub, you and your personnel must:

- a not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- b correctly identify the sender of all electronic transmissions;
- c not attempt to undermine the security or integrity of the Underlying Systems;
- d not use, or misuse, AMLHub in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use AMLHub;
- e not attempt to view, access or copy any material or data other than:
 - i that which you are authorised to access; and
 - ii to the extent necessary for you to use AMLHub in accordance with these Terms; and
- f neither use AMLHub in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading.

- 5.3 You and your personnel must:
- a use the AMLHub App solely in conjunction with AMLHub;
 - b not copy (except for your own back-up purposes), reproduce, translate, decompile, reverse-engineer, resell, modify, vary, sub-license or otherwise deal in the AMLHub App except to the extent expressly permitted by any law or treaty where that law or treaty cannot be excluded, restricted or modified by these Terms;
 - c ensure the AMLHub App is protected at all times from misuse, damage, destruction or any form of unauthorised use, copying or disclosure; and
 - d not transfer, assign or otherwise deal with or grant a security interest in the AMLHub App.
- 5.4 You may authorise any member of your personnel to be a Permitted User. Without limiting clause 5.2, no individual other than a Permitted User may access or use AMLHub. You must procure each Permitted User's compliance with clauses 5.1 and 5.2 and any other reasonable condition notified by us to you.
- 5.5 A breach of any of these Terms by your personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of these Terms by you.
- 5.6 You and your Permitted Users must keep your and their User ID secure and:
- a not permit any other person to use your or their User ID, including not disclosing or providing it to any other person; and
 - b immediately notify us if you become aware of any disclosure or unauthorised use of your or their User ID, by sending an email to notify@amlsolutions.co.nz
- 5.7 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use AMLHub, including to use, store and input Data into, and process and distribute Data through, AMLHub.
- 5.8 Subject to clause 11.5, you indemnify us and our personnel against any Loss arising from:
- a any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading; or
 - b your failure to comply with these Terms, including any failure of a person who accesses and uses AMLHub by using your or your Permitted Users' User ID.

6 DATA

6.1 You acknowledge that:

- a we may require access to the Data to exercise our rights and perform our obligations under these Terms; and
- b to the extent that this is necessary but subject to clause 9, we may authorise a member or members of our personnel to access the Data for this purpose.

6.2 You must arrange all consents and approvals that are necessary for us to access the Data as described in clause 6.1.

6.3 You acknowledge and agree that:

- a we may:
 - i use Data and information about your [and your end users'] use of AMLHub to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and
 - ii use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
 - iii supply Analytical Data to third parties;
- b our rights under clause 6.3a above will survive termination of expiry of the Agreement; and
- c title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.

6.4 You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through AMLHub, we are acting as your agent for the purposes of the New Zealand Privacy Act. You must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms.

6.5 While we will take standard industry measures to back up all Data stored using AMLHub, you agree to keep a separate back-up copy of all Data uploaded by you onto AMLHub.

6.6 You agree that we and our third-party feature providers may store Data (including any personal information) in secure servers in various locations globally and may access that Data (including any personal information) from time to time in countries in which we each have operations.

7 FEES

7.1 You must pay us the Fees.

7.2 We will provide you with valid GST invoices on a monthly basis prior to the due date for payment or at different intervals as agreed between you and us.

- 7.3 The Fees exclude GST, which you must pay on taxable supplies.
- 7.4 You must pay the Fees:
- a by the 20th of the month following the date of invoice; and
 - b electronically in cleared funds without any set off or deduction.
- 7.5 We may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate equal to the corporate overdraft reference rate (monthly charging cycle) applied by our primary trading bank as at the due date (or, if our primary trading bank ceases to quote that rate, then the rate which in the opinion of the bank is equivalent to that rate in respect of similar overdraft accommodation expressed as a percentage) plus 2% per annum
- 7.6 We may increase or change the Fees by giving at least 30 days' notice. If you do not wish to pay the increased Fees, you may terminate these Terms and your right to access and use AMLHub on no less than 10 days' notice, provided the notice is received by us before the effective date of the Fee increase. If you do not terminate these Terms and your right to access and use AMLHub in accordance with this clause, you are deemed to have accepted the increased Fees.

8 INTELLECTUAL PROPERTY

- 8.1 Subject to clause 8.2, title to, and all Intellectual Property Rights in, AMLHub, the Website, and all Underlying Systems is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 8.2 Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.
- 8.3 To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual licence to use for our own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of AMLHub.
- 8.4 If you provide us with ideas, comments or suggestions relating to AMLHub or the Underlying Systems (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
 - b we may use or disclose the feedback for any purpose.

8.5 You acknowledge that AMLHub may link to or use third party services, websites, databases or data feeds. Any link from or use by AMLHub does not imply that we endorse, approve or recommend, or have responsibility for, those services, websites, databases or data feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those services, websites, databases or data feeds.

9 CONFIDENTIALITY

9.1 Each party must, unless it has the prior written consent of the other party:

- a keep confidential at all times the Confidential Information of the other party;
- b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 9.1a and 9.1b.

9.2 The obligation of confidentiality in clause 9.1 does not apply to any disclosure or use of Confidential Information:

- a for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
- b required by law (including under the rules of any stock exchange);
- c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- e by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 9.

10 WARRANTIES

10.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.

10.2 To the maximum extent permitted by law:

- a our warranties are limited to those set out in these Terms, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under Part 3 of the Contract and Commercial Law Act 2017) are expressly

excluded and, to the extent that they cannot be excluded, liability for them is limited to the amount set out in clause 11.1; and

- b we make no representation concerning the quality of AMLHub and do not promise that AMLHub will:
 - i meet your requirements or be suitable for a particular purpose, including that the use of AMLHub will fulfil or meet any statutory role or responsibility you may have; or
 - ii be secure, free of viruses or other harmful code, uninterrupted or error free.

10.3 You agree and represent that you are acquiring AMLHub, and accepting these Terms, for the purpose of trade. The parties agree that:

- a to the maximum extent permissible by law, the Consumer Guarantees Act 1993 and any other consumer protection legislation does not apply to the supply of AMLHub or these Terms; and
- b it is fair and reasonable that the parties are bound by this clause 10.3.

10.4 Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited to the amount set out in clause 11.1.

11 LIABILITY

11.1 To the maximum extent permitted by law, our maximum aggregate liability under or in connection with these Terms or relating to AMLHub, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed the total Fees paid by you in the [1/3/6/12] month period prior to the first event giving rise to liability.

11.2 Neither party is liable to the other under or in connection with these Terms or AMLHub for any:

- a loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
- b consequential, indirect, incidental or special damage or loss of any kind.

11.3 Clauses 11.1 and 11.2 do not apply to limit our liability under or in connection with these Terms for:

- a personal injury or death;
- b fraud or wilful misconduct; or
- c a breach of clause 9.

11.4 Clause 11.2 does not apply to limit your liability:

- a to pay the Fees;
- b under the indemnities in clause 5.8; or
- c for those matters stated in clause 11.3a to 11.3c.

11.5 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.

11.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or AMLHub.

12 TERM, TERMINATION AND SUSPENSION

12.1 Unless terminated under this clause 12, these Terms and your right to access and use AMLHub:

- a starts on the Start Date; and
- b continues until a party gives at least 30 days notice that these Terms and your access to and use of AMLHub will terminate on the expiry of that notice.

12.2 Subject to clause 7.6, if the subscription option you have selected includes a minimum initial term, the earliest date for termination under clause 12.1 will be the expiry of that initial term

12.3 Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use AMLHub if the other party:

- a breaches any material provision of these Terms and the breach is not:
 - i remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ii capable of being remedied; or
- b becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

12.4 You may terminate these Terms and your right to access and use AMLHub in accordance with clause 7.6.

12.5 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.

- 12.6 On termination of these Terms, you must pay all Fees for the provision of AMLHub prior to that termination.
- 12.7 No compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any Fees that you have already paid.
- 12.8 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms but subject to clause 12.9, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.
- 12.9 At any time prior to one month after the date of termination, you may request:
- a a copy of any Data stored using AMLHub, provided that you pay our reasonable costs of providing that copy. On receipt of that request, we must provide a copy of the Data in a common electronic form. We do not warrant that the format of the Data will be compatible with any software; and/or
 - b deletion of the Data stored using AMLHub, in which case we must use reasonable efforts to promptly delete that Data.

To avoid doubt, we are not required to comply with clause 12.9a to the extent that you have previously requested deletion of the Data.

- 12.10 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of AMLHub and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have:
- a undermined, or attempted to undermine, the security or integrity of AMLHub or any Underlying Systems;
 - b used, or attempted to use, AMLHub:
 - i for improper purposes; or
 - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of AMLHub;
 - c transmitted, inputted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
 - d otherwise materially breached these Terms.

13 GENERAL

- 13.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.

- 13.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms.
- 13.3 For us to waive a right under these Terms, that waiver must be in writing and signed by us.
- 13.4 Subject to clause 6.4 and paragraph 3 of Schedule 1, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.
- 13.5 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms by emailing [\[notify@amlsolutions.co.nz\]](mailto:notify@amlsolutions.co.nz).
- 13.6 These Terms, and any dispute relating to these Terms or AMLHub, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or AMLHub.
- 13.7 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 5.8, 8, 9, 11, 12.5 to 12.9 and 13.6 and (if applicable) paragraph 3 of Schedule 2, continue in force.
- 13.8 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 13.9 Subject to clauses 2.1 and 7.6, any variation to these Terms must be in writing and signed by both parties.
- 13.10 These Terms set out everything agreed by the parties relating to AMLHub, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to AMLHub that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986, and that it is fair and reasonable that the parties are bound by this clause 13.10.
- 13.11 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.

SCHEDULE 1

SUPPLEMENTARY TERMS FOR VERIFICATION SERVICES

If you use Verification Services as part of AMLHub, the terms set out in this Schedule (in addition to the terms set out in clauses 1 to 13 of these Terms) apply to your use of those services:

- 1 In addition to the defined terms set out in clause 3 of these Terms, in this Schedule:

Access Forms means the forms you must complete to obtain access to or use the Verification Services or any Third Party Service, as advised by use form time to time.

Government Verification Service means an identity or document verification service provided by or on behalf of a government or government agency.

Purpose means performing identity and document verification checks for lawful identity verification, fraud prevention and compliance with anti money laundering and terrorism financing laws purposes, but does not include determining a person's eligibility for credit or insurance for personal, family or household purposes, employment or a government licence or benefit.

Responsible Agency means a person or agency appointed by a government or government agency to administer a Government Verification Service.

Third Party Services means any third party service, website, database or data feed used by us or our service providers to provide the Verification Services, including the Government Verification Services.

Verification Transaction means an identity or document verification request submitted using the Verification Services.

- 2 Prior to accessing and using the Verification Services, you must provide us with the Access Forms.
- 3 You authorise us to seek approval, as your agent, for you to access and use the Verification Services.
- 4 Subject to clause 11.5, you indemnify us and our personnel against any Loss arising from or in connection with us acting as your agent in accordance with paragraph 2 of this Schedule.
- 5 You acknowledge that you will not be able to access the Verification Services until you have been approved by the relevant third party service provider and (if applicable) the Responsible Agency.
- 6 You must, and you must ensure that your personnel, use the Verification Services solely for the Purpose and in accordance with these Terms.

- 7 Except for the access and use rights set out in paragraph 6 of this Schedule, you have no rights or interest in the Verification Services. Nothing in these Terms constitutes a licence or grant of any rights to any Intellectual Property Right relating to the Verification Services.
- 8 You may be required to submit personal information to the Verification Services to make use of the Verification Services. We will delete all personal information submitted by you when using the Verification Services when that information is no longer necessary for use of the Verification Services.
- 9 Despite paragraph 8 of this Schedule, we and our service providers may keep a record of a limited amount of personal information for audit and billing purposes. We and our service providers will delete these records when no longer required for these purposes.
- 10 Further information on our privacy practices is set out in our Privacy Policy. We can provide you with a copy of our service providers' privacy policies on request.
- 11 You must ensure that each individual whose information is provided to us for a Verification Transaction has provided all necessary consents (**Consent**) to their information being collected, used, held and processed by us and our service providers for that purpose.
- 12 You must obtain Consents in the form (if any):
 - a required by us or our service providers; and
 - b in the case of a Government Verification Service, required by the relevant Responsible Agency.
- 13 The Verification Services do not record or store information entered into them by you, unless otherwise set out in these Terms or the Documentation. You are solely responsible for retaining copies of verification results and records in accordance with applicable law.
- 14 The results produced by the Verification Services depend on information contained in or provided by Third Party Services. We are not responsible or liable for:
 - a the Third Party Services or their availability; or
 - b the completeness, accuracy or the currency of any information contained in or provided by Third Party Services.
- 15 Failure by you to use the Verification Services in accordance with these Terms and the Documentation may result in erroneous results. We are not responsible or liable for any Loss which may result from a failure by you to use the Verification Services in accordance with these Terms and the Documentation.
- 16 The Verification Services may be varied by our service providers from time to time. If we consider that a variation will result in a material change to the Verification Services, we will use reasonable efforts to give you notice in advance of the change.

- 17 You and your personnel must:
 - a ensure the accuracy of information input into the Verification Services;
 - b notify us of any problems encountered in using the Verification Services; and
 - c comply with all laws that apply to use of the Verification Services.

- 18 If you breach these Terms, we may assign our rights against you under these Terms to our service providers in order for them to exercise such rights against you as if the relevant service provider had been us in these Terms.

SCHEDULE 2

SUPPLEMENTARY TERMS FOR NEW ZEALAND CONFIRMATION SERVICES

If you use the New Zealand Confirmation Services (as defined below) as part of AMLHub, the terms set out in this Schedule (in addition to the terms set out in clauses 1 to 13 of these Terms and in Schedule 1) apply to your use of those services:

- 1 In addition to the defined terms set out in clause 3 of these Terms and in Schedule 1, in this Schedule:

New Zealand Confirmation Services means identity and document verification services provided by the New Zealand Government.

New Zealand Government means the government of New Zealand.

- 2 You acknowledge that the Responsible Agency may terminate your right to access and use the New Zealand Confirmation Services by notice to you and us if:
 - a the Responsible Agency is satisfied that it is no longer appropriate for your access to and use of the New Zealand Confirmation Services to continue, having regard to:
 - i the nature of your undertaking or activity, and whether you have a genuine need to access and use the New Zealand Confirmation Services; and/or
 - ii your policies and procedures in relation to the security of information and the privacy of individuals; or
 - b you or we have breached, or are likely to breach, these Terms.
- 3 For clarity, termination of your right to access and use the New Zealand Confirmation Services under paragraph 2 of this Schedule applies in respect of those services only, and these Terms will continue in all other respects.
- 4 Paragraph 2 of this Schedule, and any disclaimer, exclusion, limitation of liability or indemnity set out in these Terms for our benefit, is also provided for the benefit of, and is enforceable by (including by way of defence), the New Zealand Government.

SCHEDULE 3

SUPPLEMENTARY TERMS FOR AUSTRALIAN DVS SERVICES

If you use the Australia DVS Services (as defined below) as part of AMLHub, the terms set out in this Schedule (in addition to the terms set out in clauses 1 to 13 of these Terms and in Schedule 1) apply to your use of those services:

- 1 In addition to the defined terms set out in clause 3 of these Terms and in Schedule 1, in this Schedule:

Australia DVS Business User Agreement means an agreement between you and the Australian Government on the terms set out at <https://www.dvs.gov.au/users/Documents/BUtermsandconditions.pdf> (or such other URL notified to you by us).

Australian DVS Services means identity and document verification services provided by the Australian Government.

Australian Government means the Commonwealth of Australia.

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

- 2 You warrant that:

- a you have read, understood, and agree to, Australia DVS Business User Agreement;
- b at all times that you are using the Australian DVS Services:
 - i you are carrying on business in Australia or New Zealand and are subject to Australian or New Zealand law;
 - ii you are subject to the Australian Privacy Act or the New Zealand Privacy Act; and
 - iii you meet all requirements and comply with all guidelines issued by the Australian Government in connection with the Australian DVS Services, including that you are a “regulated entity” as described in the DVS Commercial Services: Access Policy and Guidelines available at <https://www.dvs.gov.au/users/Documents/DVSPolicyandGuidelines.pdf> (or such other URL notified to you by us).

- 3 At all times that you are using the Australian DVS Services, you must comply with the Australia DVS Business User Agreement.

- 4 Any disclaimer, exclusion, limitation of liability or indemnity set out in these Terms for our benefit is also provided for the benefit of, and is enforceable by (including by way of defence), the Australian Government.