



Applicant (full legal entity name):			
A.C.N / ARBN	A.B.N.	NZBN	Other relevant registration details (if any)
Carries on business in¹: <input type="checkbox"/> Australia <input type="checkbox"/> New Zealand			
Country incorporated in (if company) / Principle place of business country: <input type="checkbox"/> Australia <input type="checkbox"/> New Zealand			
Physical Address:			Postcode:
Postal Address:			Postcode:
Applicant Authorised Representative			
Name:			
Position:			
Telephone:	Fax:	Email:	
Applicants are encouraged to provide details described at Addendum 3 to support their application.			

to:

Commonwealth of Australia represented by the **Department of Home Affairs**, A.B.N. 33 380 054 835 ('Home Affairs') and each Official Record Holder.

¹ Note: Australian legal entities carrying on business in New Zealand will need an NZBN. New Zealand legal entities carrying on business in Australia will need an ABN (unless not required to be registered) and, if a New Zealand company, an ARBN. An Australian GSP accepting Users from New Zealand via online processes does not necessarily mean the GSP is carrying on business in New Zealand (and vice versa). Consult your legal adviser.

1. The Applicant hereby applies to Home Affairs to be approved as a Document Verification Service Gateway Service Provider.
2. The Applicant represents and warrants that all information provided in respect to this Application is true, correct, accurate and not misleading.
3. The Applicant acknowledges and agrees that, should Home Affairs approve this Application, in consideration for that approval the Applicant has agreed to and will be legally bound by and must observe the Document Verification Service Gateway Service Provider Terms and Conditions of Use (which the applicant acknowledges that it has received, read and understood prior to making this Application) as and from the date Home Affairs advises the Applicant in writing that its application has been approved.
4. The Applicant further acknowledges and agrees that in consideration of Austroads and Registries of Births, Deaths and Marriages (BDMs) agreeing with Home Affairs to provide Information Match Results in relation to State and Territory document information in connection with the Document Verification Service and to perform other obligations to the DVS Manager, as and from the time the Applicant first issues an Information Match Request in respect of a State and Territory Supported Document it will be legally bound by and must observe the Document Verification Service Gateway Service Provider Terms and Conditions of Use under an additional and separate contract with Austroads and BDMs.

Signed for and on behalf of the Applicant by

Signature of Applicant's duly authorised representative

Full Name of Applicant's duly authorised representative

Title of Applicant's duly authorised representative

Date / /



Australian Government

Department of Home Affairs

Document Verification Service
**GATEWAY SERVICE PROVIDER
TERMS AND CONDITIONS OF USE**

Introduction

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

Pre-conditions to DVS access

- 2 To be able to connect to the DVS and provide Gateway Services you must:
 - 2.1 have an operational DVS Gateway Service Provider Account;
 - 2.2 have a Gateway System that meets all requirements the DVS Manager has advised to you;
 - 2.3 ensure your Gateway System has been thoroughly tested:
 - (a) within your own environment
 - (b) within the DVS Testing Environment (unless otherwise agreed in writing by us) and
 - (c) with each of your Gateway Users.
 - 2.4 ensure you have complied with any Gateway System certification requirements advised by us
 - 2.5 Gateway System and access to it, is properly secured
 - 2.6 ensure your Gateway System includes a process that ensures each of your Gateway Users is properly authenticated and that the Gateway System (and other relevant systems) maintain comprehensive records of each Gateway User's use of the Gateway System and its access to and use of the DVS generally so as to allow the DVS Manager to efficiently and effectively audit your compliance with these Conditions
 - 2.7 have an effective and auditable process in place that ensures compliance with these Conditions and can be demonstrated and verified at any time, including, without limitation in respect to Gateway User compliance with the DVS Access Criteria.
 - 2.8 have obtained written confirmation that the DVS Manager has registered the relevant IP address(es) that you will use in respect to your access to and use of the DVS
 - 2.9 meet all other requirements the DVS Manager may advise to enable you to access and use the DVS.

Use

- 3 You must ensure that each of your Gateway Users at all times (including at the time of your acceptance of them by you as a Gateway User) meets and complies with the following requirements (DVS Access Criteria):
 - 3.1 the Gateway User is a legal entity whose identity you have established
 - 3.2 the Gateway User is carrying on business in Australia and/or New Zealand and is subject to Australian and/or New Zealand law
 - 3.3 the Gateway User is subject to the Australian Privacy Act and/or the New Zealand Privacy Act 1993 as applicable in the relevant circumstances
 - 3.4 the Gateway User meets all requirements and complies with all guidelines advised by the DVS Manager in order to be considered a 'regulated entity' by the DVS Manager.
- 4 Your contractual arrangements with Gateway Users must:
 - 4.1 require Gateway Users to comply with the Business User and/or ID Service Provider Conditions
 - 4.2 ensure that all disclaimers, exclusions, limitations of liability and indemnities that form part of those contractual arrangement enure for our benefit and can be directly enforced by the DVS Manager.
- 5 You must take all reasonable steps to ensure that Gateway Users comply with Business User and/or ID Service Provider Conditions or are terminated as Gateway Users.
- 6 You must provide reasonable assistance to prospective Gateway Users to ensure they can become an Authorised Users as quickly and conveniently as possible.
- 7 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.

- 8 You must ensure that your Gateway System, your Gateway Services and your Gateway Users do not (and do 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.
- 9 You must ensure that your Gateway Service and your access to and use of the DVS (and all related matters) is properly authorised, complies with all laws (without limitation including all relevant Privacy Laws), regulatory requirements, and complies with all codes of conduct to which you ascribe.
- 10 You must promptly provide the DVS Manager with any information (including provisions of any routine reports and certifications) the DVS Manager requests in respect to your Gateway System, Gateway Service and your (and your Gateway Users) access to use of the DVS.
- 11 You must strictly comply with all instructions and guidance the DVS Manager advises you in respect to your Gateway System, your (and your Gateway Users') access to and use of the DVS and Information Match Results and any other related matter.
- 12 Except as may be specifically authorised by the DVS Manager in writing, you must:
 - 12.1 ensure your Gateway System, and the management and control of your Gateway Service, is located and conducted within Australia and/or New Zealand
 - 12.2 not allow any person other than your authorised Gateway Users to use your Gateway Service
 - 12.3 only access and use the DVS to provide your Gateway Service and for no other purpose
 - 12.4 host all aspects of your Gateway System on equipment wholly controlled by you;
 - 12.5 not collect or store Information Match Results
 - 12.6 not collect, store or use Information Match data for any purpose other than is strictly necessary to provide the Gateway Services directly to the requesting Gateway User
 - 12.7 not yourself make any Information Match Requests (other than if you are also an Authorised Business User or ID Service Provider and make such requests in that capacity as Gateway User)
 - 12.8 not make any public statement concerning the DVS or your access to or use of it .
- 13 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, your Gateway Service, your Gateway System or any related matter.
- 14 You must keep full and proper records of all matters pertaining to your Gateway Service, Gateway System your (and your Gateway Users') access to and use of the DVS, and your compliance with these Conditions and retain those records for a minimum period of 7 years.
- 15 You must fully cooperate with and support any audit or verification process the DVS Manager (or our agents) wish to conduct to verify your compliance with these Conditions, or your Gateway Users' compliance with all their obligations relating to the DVS, without limitation including providing the DVS Manager with prompt access to relevant records, systems, premises and facilities and ensuring you have any necessary consents from any person to do so. Such audits may be conducted at any time, with or without notice and, without limitation, may:
 - 15.1 assess the management of your IT systems and DVS Testing Environment
 - 15.2 review routine reports, including Gateway System certification documentation
 - 15.3 review the storage and use of Information Match Results
 - 15.4 review and test your security procedures
 - 15.5 assess your acceptance and monitoring of Gateway Users
 - 15.6 review your personal information handling practice in compliance with all relevant Privacy Laws

Privacy, consent and information use

- 16 You must:
 - 16.1 ensure that the data subject of each Information Match Request has provided his or her prior express consent to the provision, access, disclosure, use and, as relevant, transmission from New Zealand to Australia (and vice versa), of all their personal information (as defined in relevant Privacy Laws) that is involved in your Gateway Service and for the DVS Manager to provide the DVS
 - 16.2 not use or disclose any information obtained from the DVS Manager or your Gateway Users for any purpose other than is strictly necessary for you to provide your Gateway Service and to comply with these Conditions
 - 16.3 in addition to any other requirement, strictly comply with your own privacy policy relevant to your Gateway Service.

Your facilities

- 17 You must provide everything that you need to provide your Gateway System and Gateway Service and 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

- 18 You must pay all fees and charges advised to you in respect to the use of your DVS Gateway Service Provider Account and your access to the DVS.

Security

- 19 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.
- 20 You must take all reasonable action to prevent and detect unauthorised use of the DVS and your Gateway System and Gateway Services.
- 21 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 in respect to the DVS, your Gateway System, Gateway Service or Gateway Users, or if you know or suspect that there is a security vulnerability, fault, error or problem in the DVS, any Information Match Result, or your Gateway System, Gateway Service or Gateway Users' systems.

Updates and changes to the DVS

- 22 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 are not routine and should be advised to 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'

- 23 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 32, your access to and use of the DVS is on an 'as is, as available' basis only, and without limiting the foregoing:
 - 23.1 you must ensure your business processes and operations can be satisfactorily conducted despite the DVS or Information Match Results being subject to faults, errors, interruption or breakdown or be fully or partially unavailable for any reason
 - 23.2 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.
- 24 You acknowledge and agree that you:
 - 24.1 are solely responsible for your business processes and decisions
 - 24.2 are fully responsible for all access to and use of the DVS made via your Gateway System and Gateway Services, including use by your Gateway Users and any unauthorised use (both of which constitute your use for the purposes of these Conditions).
 - 24.3 must, where any issues arise with your Gateway Users or other person that in any way relates to your Gateway System, Gateway Services or access to or use of the DVS, ensure that they understand that you are the sole point of contact in relation to those issues
 - 24.4 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

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

Cancellation

26 The DVS Manager will promptly cancel your DVS Gateway Service Provider Account and your access to the DVS if you notify the DVS Manager to do so. The DVS Manager will advise you once cancellation has been effected.

Suspension and Termination

27 The DVS Manager may refuse access to the DVS, or suspend its operation in whole or in part either for you as a specific Gateway Service Provider, or for any or all of your Gateway Users or generally, at any time for any reason the DVS Manager thinks fit.

28 The DVS Manager may terminate your access to the DVS or your DVS Gateway Service Provider Account:

28.1 with or without cause at any time by not less than 45 days prior written notice to you

28.2 where you have breached these Conditions, immediately by written notice to you.

Indemnity

29 Subject to clause 32, 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 negligence by the DVS Manager) out of or in connection with, your use (including unauthorised use) of your DVS Gateway Service Provider Account, your access to or use of the DVS, the correctness or otherwise of Information Match Data, your Gateway System, your Gateway Service, your Gateway Users, any breach of these Conditions by you, any breach of the Business User or ID Service Provider Conditions by any Gateway User or the lawful exercise of our rights pursuant to these Conditions.

Priority

30 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

31 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 32, 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 Data) 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.

32 Except as set out in this clause 32, 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):

32.1 supplying the services again; or

32.2 paying the cost of having the services supplied again,

32.3 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

33 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

- 34 These Conditions are governed by, and are to be construed in accordance with, the laws of the Australian Capital Territory.
- 35 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

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

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of the Fair Trading (Australian Consumer Law) Act 1992 (ACT) or any other state or territory as applicable.

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

Austrroads means Austrroads Ltd ACN 136 812 390.

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

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

Authorised User means a legal entity that is (at the relevant point in time) authorised by us to issue Information Match Requests to and receive Information Match results from the DVS.

BDMs means **Registries of Births, Deaths and Marriages in Australian States and Territories**.

Business User Conditions means the current version of the 'Document Verification Service Business User Terms and Conditions of Use' as published by us at any point in time.

Document Verification Service Business User Terms and Conditions of Use means at any point in time the then current terms and conditions published by Department of Home Affairs under which access to and use of the DVS is made available to Authorised Business Users.

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

DVS Gateway Service Provider Account means an account (and associated access credentials) by which you are uniquely identified to us for purposes including accessing the DVS, transaction processing, record keeping and billing.

DVS Manager means Commonwealth of Australia acting represented by the Department of Home Affairs and, in relation to clauses 23, 29, 31 and 32 also includes each Official Record Holder and (in the case of State and Territory information) Austrroads and BDMs.

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

Gateway Service means a service that enables Authorised Users to connect to and interact with the DVS.

Gateway System means systems and facilities that you use to provide a Gateway Service.

Gateway User means an Authorised User to whom you are providing a Gateway Service.

Home Affairs means the Department of Home Affairs acting for and representing the Commonwealth of Australia.

ID Service Provider conditions means the current version of the 'Document Verification Service ID Service Provider Terms and Conditions of Use' as published by us at any point in time.

Information Match Data means data and information in or relating to Information Match Requests or Information Match Results (other than information required to be kept in accordance with clause 2.6).

Information Match Request means an electronic request to the DVS by an Authorised User (required to be submitted in a structured electronic format advised by us) 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.

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

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 Department of Home Affairs and, in relation to clauses 23, 29, 31 and 32 also includes each Official Record Holder and (in the case of driver's licence information) Austroads and BDMS.

User means an Authorised User to who you are providing a Gateway Service.

you means the relevant DVS Gateway Service Provider Account holder, and, as the context admits, each relevant member of your Personnel.



Addendum 1 – Fee Schedule

Gateway Service Provider Connection Fee

Businesses which establish a direct ICT connection to the DVS will be acting as Gateway Service Providers (GSPs). They may be accessing the DVS on their behalf as an approved Business User, or in order to provide services to other Users.

GSPs will be charged \$50,000 to link their systems to the DVS Hub infrastructure via Web Services, including test and ‘sandpit’ environments, testing processes and migration into the production environment. The connection fee includes an amount payable to current IT service providers together with Home Affairs internal costs. GSPs will be invoiced half of the connection fee on approval of their application and the remainder once a production certificate has been issued to them.

The price of a non-Web Services connection will be advised on a case-by-case basis. Where a GSP requires additional test support from Home Affairs and/or our IT service provider this may incur additional charges.

Transaction Fee

Transaction fees are payable by the party connecting directly to the DVS (i.e. GSPs). GSPs are invoiced monthly and where annual transaction volumes (calculated from the monthly equivalent) are less than 800,000 a fee of \$0.80 on each transaction is charged.

High volume discounts of \$0.50 and \$0.40 per transaction will only apply once the GSP has been invoiced for one million transactions and eight million transactions within the applicable year. The tiered schedule resets each year.

Annual Volume	per query charge
<800,000	\$0.80
>800,001 <1 million	\$0.60
>1 million + 1	\$0.50
> 8 million + 1	\$0.40

GST

GST will be levied on all DVS costs.

Review

DVS prices will be reviewed annually.



Australian Government

Department of Home Affairs

Document Verification Service
Gateway Service Provider

Addendum 2 – Document availability Type and Jurisdiction

Australian Driver Licences	New South Wales
	Victoria
	Queensland
	Western Australia
	South Australia
	Tasmania
	Australian Capital Territory
	Northern Territory
Medicare Cards	Australian Resident (Green)
	Interim Card (Blue)
	Reciprocal Health Care Agreement (Yellow)
Centrelink Concession Cards	Health Care Card
	Pensioner Concession Card
	Commonwealth Seniors Health Care Card
Australian Travel Documents	Passport (including Ordinary, Frequent traveller, Diplomatic, Official and Emergency)
	Certificate of Identity
	Document of Identity
	UN Convention Travel Document
Australian Visas	Not including: Some Bridging Visas and Humanitarian Visas or PLO56
Citizenship Certificates	
Registration by Descent Certificates	
ImmiCards	Evidence of Immigration Status (EIS) ImmiCard
	Permanent Residence Evidence (PRE) ImmiCard
	Residence Determination (RDI) ImmiCard
	Australian Migration Status (AMS) ImmiCard
Birth, Marriage and Change of Name	Victoria
	New South Wales
	Tasmania



Addendum 3 – Application Supporting Information Template

Applicants are encouraged to supply information detailed below to assist processing of their application:

Business Model

As a Gateway Service Provider, you will provide access to the DVS to either your own business (note that in addition to this application you will also need to apply separately as a business user) or to other businesses. What services or products are you offering your business customers?

Business Users

Who will they be? Will you target a particular industry type or business, or will your GSP service suit a wide range of Business Users?

Privacy Act and Policy

Provide a statement as to whether you are subject to the Privacy Act 1988. If you are not, you must provide evidence that you have opted in before your connection can be made active. Also required is a link to your current privacy policy, or a copy of your privacy policy attached to this application.

Transaction Fees

Transaction fees are volume based. Please advise that you are aware that transaction fees are based on volume of use. To be competitive in the open market a GSP would need to reach 1 million transactions per annum.

Connection Timeframe

Please indicate if you have a critical date for connection to the DVS and why.

Proof of Identity Documents and Expected Volume of Use

Please indicate the documents you require access to and projected transaction volumes per document type:

- Birth certificates – projected volume
- Marriage certificates – projected volume
- Change of name certificates – projected volume
- Australian passports – projected volume
- Australian citizenship certificates – projected volume
- Descent extract – projected volume
- Australian visas – projected volume
- Drivers licences – projected volume
- Medicare cards – projected volume
- ImmiCard – projected volume