



Applicant Business (full legal entity name):			
ACN/ARBN:	ABN:	NZBN:	Other relevant registration details (if any)
Physical Address:			Postcode:
Postal Address:			Postcode:
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 ID Service Provider) has accepted and is bound by the DVS Terms and Conditions, a legally binding and enforceable contract between the ID Service Provider and Commonwealth of Australia (and each Official Record Holder) and additionally between the ID Service Provider, Austroads and BDMs in respect to its access to and use of the DVS and related matters.		

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.



Introduction

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

Use or disclosure of any Australian Government Related Identifier

- 2 You must not use or disclose an 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 and your relevant ID Service Client's activities or functions; or
 - 2.2 the use or disclosure of the identifier is reasonably necessary for you and your relevant ID Service Client to fulfil their respective relevant 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 ID Service Provider DVS 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 have an ID Service Provider System that meets all requirements that the DVS Manager has advised to you;
 - 4.5 ensure your ID Service Provider System has been thoroughly tested within your own environment;
 - 4.6 ensure:
 - (a) your ID Service Provider System and access to it, is properly secured;
 - (b) your ID Service Provider System includes a process that ensures each of your ID Service Clients is properly authenticated; and
 - (c) your ID Service Provider System (and other relevant systems) maintain comprehensive records of:
 - i. each ID Service Client's use of your ID Service; and
 - ii. your access to and use of the DVS, Information Match Requests made, Information Match Results received and your use of Information Match Data

so as to allow the DVS Manager to efficiently and effectively audit your compliance with these Conditions;

- 4.7 have an effective and auditable process in place that ensures compliance with these Conditions can be demonstrated and verified at any time, including, without limitation in respect to each use of the DVS and DVS Data complying with the DVS Access Criteria; and
 - 4.8 meet all other requirements the DVS Manager may advise relating to your access to and use of the DVS.
- 5 You represent and warrant all information provided to the DVS Manager and your Approved Gateway Service Provider by any means and at any time, including:
 - 5.1 in, or in relation to, your Application;

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

- 5.2 in relation to your access to or use of the DVS; and
- 5.3 in relation to your ID Service

is true, correct, accurate and not misleading.

- 6 You acknowledge and agree that you will be legally bound by and must observe these 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 ID Service Provider'.
- 7 You further acknowledge and agree 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 DVS 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 State or Territory Supported Document you will be legally bound by and must observe the Document Verification Service ID Service Provider Terms and Conditions of Use under an additional and separate contract with Austroads and BDMs.

Use

- 8 You must ensure that each of your ID Service Clients at all times (including at the time of your acceptance of them as an ID Service Client) meets and complies with the following requirements (DVS Access Criteria):
 - 8.1 the ID Service Client is a legal entity whose identity you have established;
 - 8.2 the ID Service Client is carrying on business in Australia and/or New Zealand and is subject to Australian and/or New Zealand law;
 - 8.3 the ID Service Client is subject to the Australian Privacy Act 1988 and/or the New Zealand Privacy Act 1993 as applicable in the relevant circumstances;
 - 8.4 the ID Service Client uses your ID Service on its own behalf only (and not as an agent of any other person); and
 - 8.5 the ID Service Client 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.
- 9 Your contractual arrangements with each ID Service Client must ensure that all disclaimers, exclusions, limitations of liability and indemnities that form part of those contractual arrangements enure for our benefit and can be directly enforced by the DVS Manager.
- 10 You must ensure that all of your Personnel are aware of and comply with all provisions of these Conditions that are relevant to their role, function and duties.
- 11 You must ensure that your ID Service Provider System and your ID Service 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.
- 12 You must ensure that your ID Service and your access to and use of the DVS (and all related matters) is properly authorised, complies with all laws, regulatory requirements, and complies with all codes of conduct to which you ascribe.
- 13 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 ID Service Provider System, your ID Service and your (and your ID Service Clients') access to use of the DVS.
You must strictly comply with all requirements, instructions and guidance the DVS Manager advises to you in respect to your ID Service Provider System, your ID Service, your (and your ID Service Clients') access to and use of the DVS and Information Match Data and any other related matter.
- 14 Except as may be specifically authorised by the DVS Manager in writing, you must:
 - 14.1 not allow any person other than your authorised Personnel to access or use Information Match Results;
 - 14.2 only access and use the DVS to provide your ID Service and for no other purpose;

- 14.3 host all aspects of your ID Service Provider System or ID Service on equipment wholly controlled by you;
- 14.4 not collect, store or use Information Match Data for any purpose other than is strictly necessary to provide your ID Service to the relevant ID Service Client or as required under these conditions;
- 14.5 not allow any person other than your ID Service Clients to use your ID Service; 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, your ID Service, your ID Service Provider System or any related matter.
- 16 You must keep full and proper records of all matters pertaining to your ID Service, your ID Service Provider Systems access to and use of the DVS, and your compliance with these Conditions and retain those records for a minimum period of 7 years.
- 17 You 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 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:
 - 17.1 assess the management of your IT systems;
 - 17.2 review routine reports, including ID Service Provider System certification documentation;
 - 17.3 review the storage and use of Information Match Data;
 - 17.4 review and test your security procedures;
 - 17.5 assess your acceptance and monitoring of ID Service Clients; and
 - 17.6 review your personal information handling practice in compliance with all relevant Privacy Laws.

Privacy, consent and information use

- 18 You must:
 - 18.1 ensure that the data subject of each Information Match Request has provided his or her prior express consent to the provision, access, use and, as relevant, transmission from New Zealand to Australia (and vice versa) of all personal information (as defined in relevant Privacy Laws) relevant to them that is necessary for you to provide your ID Service and for the DVS Manager to provide the DVS;
 - 18.2 not use or disclose any information obtained from the DVS Manager or from or on behalf of your ID Service Clients for any purpose other than is strictly necessary for you to provide your ID Service and to comply with these Conditions; and
 - 18.3 in addition to any other requirement, strictly comply with your own privacy policy relevant to your ID Service.

Your facilities

- 19 You must provide everything that you need to provide your ID Service and to access and use the DVS and ensure that your equipment and facilities are properly configured and otherwise meet 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 ID Service Provider. 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 ID Service Provider System and ID Service.
- 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 in respect to the DVS, your ID Service Provider System, your ID Service or your ID Service Clients, 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 ID Service Provider System, your ID Service or your ID Service Clients' systems.

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 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'

- 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 Results 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 are fully responsible for all access to and use of the DVS made via your ID Service Provider System and your ID Service, including any unauthorised use (which constitutes your use for the purposes of these Conditions);
 - 26.3 must, where any issues arise with your ID Service Clients or other person that in any way relates to your ID Service Provider System, your ID Service 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; and
 - 26.4 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

- 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 ID Service Provider DVS ID 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

- 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 ID Service Provider, 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 ID Service Provider DVS 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 negligence by the DVS Manager) out of or in connection with, your use (including unauthorised use) of your ID Service Provider DVS ID, your access to or use of the DVS and Information Match Data, the correctness or otherwise of Information Match Data, your ID Service Provider System, your ID Service or your ID Service Clients, any breach of these Conditions by you, 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 the DVS Manager provides Information Match Results based on information provided to the DVS Manager by Official Record Holders and third parties and that the DVS Manager has 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 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, any Approved Gateway Service Provider, your ID Service, your ID Service Provider System or your ID Service Clients.
- 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 Both you and the DVS Manager 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.

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 *Fair Trading (Australian Consumer Law) Act 1992* (ACT) or any other state or territory as applicable.

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 territory contract, acting in its capacity as a contracted service provider for that contract).

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

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

Austrroads means Austrroads Ltd ACN 136 812 390.

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

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 Manager means Commonwealth of Australia acting and represented by the Department of Home Affairs and, in relation to clauses 26, 32, 34 and 35 also includes each Official Record Holder and (in the case of State and Territory information) Austrroads and BDMs.

Gateway Service means a service that enables ID Service Providers and authorised Business Users to connect to and interact with the DVS.

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

ID Service means a service provided by you to a person that may involve you connecting to the DVS for any purpose.

ID Service Client means any person to whom you provide an ID Service at any point in time.

ID Service Provider 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.

ID Service Provider System means systems and facilities that you use to provide your ID Service.

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 4.5(b)i).

Information Match Request means an electronic request to the DVS by you (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, directors, officers, agents and contractors.

Privacy Laws mean 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 DVS.

we and **us** means Commonwealth of Australia acting represented by the Department of Home Affairs and, in relation to clauses 26, 31, 34 and 35 also includes each Official Record Holder and (in the case of driver's licence information) Austroads and BDMs.

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 ID Service Provider, and, as the context admits, each relevant member of your Personnel.



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 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 (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 Certificates	Victoria
	New South Wales
	Tasmania