



Global Checks - Terms of Use

DEFINITIONS AND INTERPRETATION

These Terms apply to the services provided by Global Checks Solutions ABN 59 157 940 764.

By requesting a Criminal, Identity & Accreditation Check (including without limitation an Academic Qualification Check, AFP National Police Check, ASIC Personal Extract Check, Bankruptcy & Insolvency Check or VEVO Check) or otherwise registering for, or using, the Services, you agree that you have read and understood these Terms, and will be bound by, and will abide by, these Terms.

Definitions

Academic Qualification Check means the document or data file that Global Checks provides to the Applicant containing information received from the relevant educational institution about an individual.

AFP National Police Check means the document or data file that Global Checks provides to the Applicant containing relevant information from the Australian Criminal Intelligence Commission about an individual.

Applicant means any person who applies for the Services in accordance with these Terms.

ASIC Personal Extract Check means the document or data file that Global Checks provides to the Applicant containing information received from the Australian Security and Investments Commission about an individual.

Bankruptcy and Insolvency Check means the document or data file that Global Checks provides to the Applicant containing personal insolvency information received from the Australian Financial Security Authority about an individual.

Criminal, Identity and Accreditation Check includes Academic Qualification Checks, AFP National Police Checks, ASIC Personal Extract Checks, Bankruptcy & Insolvency Checks or VEVO Checks.

Criminal, Identity and Accreditation Information includes the information about an individual received by Global Checks from a Government Agency or other authorised third party in conducting the Services.

Global Checks means Global Checks Solutions ABN 59 157 940 764.

Governmental Agency means any governmental, semi-governmental or judicial entity or authority, in Australia or overseas.

GST means GST within the meaning of the *A New Tax System (Goods and Services Tax) ACT 1999* (Cth).

Intellectual Property includes copyright, trade mark, design, confidential information, trade, business or company names, or other proprietary rights text, communications, graphics, video, logos, icons, sound recordings, data bases, circuit layout rights, systems, domain



names, email addresses, post office box numbers, telephone numbers and facsimile numbers, algorithms and software.

Intellectual Property Rights means all present and future Intellectual property rights throughout the world (whether registered or not) including all business names, copyrights, patents, trademarks, service marks, trade names, designs, confidential information, trade secrets and know-how.

Services means the services provided by Global Checks under these Terms, including specifically the provision of Criminal, Identity and Accreditation checks.

Terms means these Global Checks terms of use.

User means any person who uses and/or operates the Website, or uses, operates, accesses or receives the benefit of the Services.

VEVO Check means the document or data file that Global Checks provides to the Applicant containing relevant information from the Australian Government Department of Immigration and Border Protection.

Website means the website found at domain <https://globalchecks.com.au/>

Interpretation

1. Unless otherwise stated:
 - (a) words and terms that are capitalised are defined within these Terms;
 - (b) references in these Terms to "we", "us" or "our" are references to Global Checks;
 - (c) references in these Terms to "you" or "your" are references to any User and any person (including a body corporate) who otherwise reads these Terms;
 - (d) use of terms such as "includes" and "including" are not terms of limitation; and
 - (e) headings in these Terms are used as a guide only and are not to be interpreted as forming part of the meaning or intention of the terms in these Terms.

TERMS OF USE

Use and Ownership of Website and Services

1. The Website is created, owned and controlled by Global Checks.
2. Whenever you access or use this Website, or use the Services, you agree to these Terms.
3. Your access to and use of the Website constitutes your agreement to these Terms as at the time of that access or use. If you do not accept these Terms, you must refrain from using the Website or the Services. Global Checks reserves the right to change these Terms at its discretion without notice. Amendments will be effective immediately upon notification on the

Website. Your continued use of the Website or the Services following such notification will represent an agreement by you to be bound by the Terms as amended.

4. Use of the information and data contained on the Website or provided as part of the Services is at your sole risk and we can take no responsibility about the accuracy of such information. The information and data on the Website is subject to change without notice.
5. Our Website and the provision of the Services is directed to people residing in Australia. You agree that you are accessing the Website from Australia and that the results of any Services will not be sent outside of Australia.

Criminal, Identity and Accreditation Information

6. Criminal, Identity and Accreditation Information is provided to Global Checks by Government Agencies and authorised third parties and Global Checks uses this information to provide to Applicants.
7. Each User and Applicant acknowledges that:
 - (a) Global Checks does not have direct access to any Criminal, Identity and Accreditation Information and Global Checks relies on the information provided to it from the relevant Government Agency or authorised third party (as the case may be) to perform the Services.
 - (b) The accuracy and quality of Criminal, Identity and Accreditation Information is dependent on the relevant Government Agency or authorised third party and Global Checks is not responsible for any inaccurate information provided to Applicants, whether due to its negligence or otherwise.

Intellectual property

8. All Intellectual Property Rights associated with the Website, including design, text, graphics, video, logos, icons, sound recordings, algorithms and all software relating to the Website belong to or are licensed by Global Checks.
9. These Intellectual Property Rights are protected by Australian and international laws.
10. Subject to the conditions prescribed under the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, you may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the Website in your browser), store, modify, distribute, print, upload, display, publish or create derivative works from any part of the Website or commercialise any information obtained from any part of the Website without prior written consent from us or, in the case of any third party material, from the owner of the intellectual property rights in that material.
11. You may only use any the checks received from the use of the Services in accordance with any third party supplier's requirements and in accordance with all laws and regulations.

Linked websites

12. The inclusion of links to third party websites or applications should not be seen as us endorsing such third party website or application (or the

content contained therein), despite that in some circumstances, we may receive a commission, fee or other kind of consideration for allowing a link to appear on our Website.

Payment

13. The fees for the Services are as set out on our Website, or as otherwise agreed between us.
14. Unless specified otherwise, all fees are exclusive of GST. You must pay GST at the same time as payment of the relevant consideration is made.

Invoicing

15. We will invoice you on a monthly basis or as otherwise agreed between us for any fees outstanding.
16. You must pay each invoice in full, without deduction or set off, within the timeframe specified by us, or where we have not so specified, within 14 days of the invoice date.
17. Recurring fees may be paid via a recurring credit card payment, direct debit facility or such other electronic payment facility or platform as agreed between the parties.

Disputed invoices

18. If you in good faith dispute all or any part of an invoice:
 - (a) the parties must negotiate in good faith to settle the dispute promptly;
 - (b) you must pay the undisputed amount of any invoice issued by us; and
 - (c) you must pay any outstanding amount with 5 days of dispute being settled.

Refunds

19. You acknowledge that Global Checks is not required to provide a refund for:
 - (a) incorrect or incomplete forms that are submitted by an Applicant or User;
 - (b) any data entry errors made by the Applicant or User;
 - (c) any Service where we have partially or fully commenced the provision of such Service;
 - (d) submissions for checks we or you are not authorised to process; and
 - (a) the incorrect selection of the type of check or the reason for the check.

Warnings

20. You must ensure that your access to the Website is not illegal or prohibited by laws which apply to you.
21. You acknowledge and agree that:



- (a) We have compiled the Website on the basis of general information. Changes in circumstances after publication may affect the completeness or accuracy of this information. It is your responsibility to assess and verify the accuracy, completeness and reliability of the information on the Website.
- (b) The provision of false or misleading information, or the omission to provide information that results in any application or check that we undertake on your behalf being false or misleading, may result in committing a criminal offence which may lead to prosecution. If we become aware of such action or omission, we may refer the matter to the police or any other appropriate regulatory body and we will have no liability to you with respect to that disclosure.
- (c) You have all appropriate permissions and consents necessary to disclose any persons information for the purpose of requesting any of the Services.
- (d) We maintain editorial control over the Website and may alter, amend, suspend or cease the operation of the website at any time.
- (e) You must take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer or software.

Disclaimers

22. Global Checks, its agents, officers and employees:

- (a) make no representations, express or implied, as to the accuracy of the information and data contained on the Website or in the provision of the Services and all information is made available on an "as is" basis;
- (b) make no representations, express or implied, as to the accuracy or usefulness of any translation of the information on the Website or provided as part of the Services or any linked site into another language;
- (c) make no representations as to the availability of the Website or the Services;
- (d) accept no liability for any use of the said information and data or reliance placed on it (including translated information and data);
- (e) make no representations, either express or implied, as to the suitability of the said information and data for any particular purpose;
- (f) accepts no liability for any interference with or damage to a user's computer, software or data occurring in connection with or relating to the Website or its use or any site linked to the Website.

23. Any information which you transmit to the Website is transmitted at your own risk. If you become aware of any problems with the security of the Website, you must inform us immediately.

Limitation of liability

24. To the maximum extent permitted by law, Global Checks will not be liable to any User, Applicant, entity or other person for any direct, indirect, consequential or other loss, damage or harm (however caused, including due to negligence) which may arise out of, or in connection with these Terms or use of the Website or the Services.
25. To the extent that any rights cannot be excluded (including under schedule 2 of the Competition and Consumer Act 2010 (Cth), then our liability will be limited to, at our election, the re-supply of the Services or the payment of the cost of having the Services supplied again.

Privacy

26. By agreeing to these Terms, you acknowledge the existence of the policies contained in our privacy policy, located <https://globalchecks.com.au/privacy-policy/>
27. Any personal information we collect about you via this Website or through the provision of the Services will only be used and disclosed by us in accordance with our Privacy Policy.
28. By continuing to use our Services or access the Website:
 - (a) you acknowledge and agree that we are not liable for any breaches of privacy law that are committed in relation to personal information collected by us or by you in performing the Services;
 - (b) you consent to the potential disclosure of your personal information to authorised third parties (including those located outside of Australia);
 - (c) you confirm that you have obtained the consent to the disclosure of personal information of any Applicant or other person (not being you) whose information you have provided to us for purposes of providing the Services to authorised third parties (including those located outside of Australia);
 - (d) to the extent permitted by law, you agree that we are not liable for any breaches of privacy law (including those that are committed outside of Australia); and
 - (e) to the extent permitted by law, you wholly indemnify us against any liability for breaches of privacy that are committed by the authorised third parties (including those that are located outside of Australia).

Security of information

29. The transmission of information over the internet is not completely secure or error free. In particular, emails and communications to or from Global Checks and information submitted to or accessed via the Website may not be secure. You should use discretion in deciding what information you send to us via these means, and you agree not to hold Global Checks liable for any loss or harm caused by any lapse in security.
30. Emails to and from Global Checks may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other

potentially harmful code. You agree not to hold Global Checks liable for any loss or harm caused by any viruses or other harmful code.

Indemnity

31. You agree to indemnify us for all loss or damage, penalties, fines, expenses and costs arising from or relating to your use of the Website or the Services, any information that you provide to us via the Website or any damage that you may cause to the Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

Governing law and jurisdiction

32. If a dispute arises regarding these Terms, the laws of Queensland, Australia apply. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia in relation to any dispute.
33. If you access the Website in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.