

Schedule 1

Verification Services Terms

About these terms and conditions

This Schedule is specifically incorporated by reference to the Master Services Agreement between the Customer and Supplier to the extent it relates to the provision of Verification Services.

1. Verification Services

- 1.1 Supplier will provide the Verification Services as specified in the Customer Sign Up Page or Order Form (as applicable).
- 1.2 Where requested as an add-on to the Customer's Licence Plan, the Customer will pay the Verification Service Fees in accordance with the Payment Terms.

2. Agreement terms

Nothing in the ordering or delivery of Verification Services will affect the operation of the terms of the Agreement, including those relating to Intellectual Property Rights.

3. Request for Verification Services

- 3.1 The Customer will request Supplier to provide the Verification Services by allocating a Verification Requirement to a worker or candidate.
- 3.2 The Verification Services comprise:
 - (a) inviting the worker or candidate to complete the Verification Requirement through the Kinatico Compliance User App;
 - (b) liaising with the relevant Source of Truth to verify the relevant information; and

- (c) making the Requirement result available, through Kinatico Compliance, to the Customer.

- 3.3 The provision of the Verification Services by Supplier is conditional upon the worker or candidate:

- (a) installing the Kinatico Compliance User App on their mobile device and accepting the Kinatico Compliance User App Terms;
- (b) providing their informed consent to completion of the Verification Requirement;
- (c) providing the necessary information and completing the relevant processes in the Kinatico Compliance User App to complete the Verification Requirement; and
- (d) in the case of an NCCHC, consenting to share the result after they have reviewed the result in the Kinatico Compliance User App.

4. Provision of Verification Services

- 4.1 Subject to clause 3.3 above, upon request by the Customer in

accordance with clause 3.1 above, Supplier will:

- (a) perform the Verification Services requested by the Customer;
- (b) prepare a Result Certificate for each worker or candidate in relation to whom the Verification Services are requested; and
- (c) provide the Customer with access in Kinatico Compliance to the Result Certificate.

4.2 If the request for Verification Services gives rise to a charge levied by a particular third-party source (such as an academic institution) that is not the norm for that category of check, Supplier may pass through that charge (without mark-up) to the Customer as a disbursement, provided that the Customer has given approval for the check to proceed with incurring that additional charge.

4.3 If Supplier has made ongoing efforts to provide the Verification Services, but for reasons beyond its control has been unable to do so by the time specified in Supplier's Cancellation, and Exchange Policy, Supplier may, in its absolute discretion, cancel the order. In this circumstance, in accordance with Supplier's Cancellation and Exchange Policy, no refund will be payable.

5. NCCHC

If the Verification Services requested include a request for an NCCHC, the provisions of this clause 5 will apply.

5.1 The Parties agree and acknowledge that the provision of NCCHCs is controlled by the ACIC, which sets conditions to which the parties must agree before an NCCHC can be requested as part of the Verification Services.

5.2 The Parties agree and acknowledge that the Customer is not permitted by the ACIC to order an NCCHC unless the Customer has been approved by the ACIC as a 'customer' of Supplier.

5.3 If the Customer has not been approved by the ACIC, the Customer may invite the worker or candidate to order their own NCCHC through the Kinatico Compliance User App, and the Customer will only be permitted to view the NCCHC result if the worker or candidate chooses to share the NCCHC result with the Customer.

5.4 The Customer must not order or request an NCCHC for a Volunteer Purpose unless:

- (a) the Customer has first been approved by the ACIC as a customer entitled to request an NCCHC for a Volunteer Purpose; and
- (b) the Customer has taken reasonable steps to enquire, and is satisfied on reasonable evidence, that the relevant

applicant needs the NCCHC for a Volunteer Purpose.

5.5 In dealing with a Result Certificate relating to an NCCHC, the Customer must comply with the *Privacy Act 1988* (C'th) as if it were an 'Agency' under that Act.

5.6 The Customer must not sell or otherwise make available for a fee any Result Certificate relating to an NCCHC.

5.7 The Customer must not access or attempt to access the National Police Checking Service Support System.

5.8 If the Customer has been approved by the ACIC as a customer of Supplier, then subject to the ACIC:

- (a) providing the Customer with at least five (5) business days' prior notice; and
- (b) complying with the Customer's reasonable security requirements and/or codes of behaviour, where it is necessary for the exercise of the ACIC's powers or functions,

the Customer must cooperate with and grant the ACIC or its authorised personnel, access to inspect or copy all records relevant to the Customer's request for, receipt of, and handling of, any Result Certificate relating to an NCCHC.

5.9 If the Customer has been approved by the ACIC as a customer of Supplier, then subject to the same conditions as specified in clause 5.7 above, the Customer must provide

the same cooperation and grant equivalent access to the Commonwealth Auditor-General, the Commonwealth Privacy Commissioner or the Commonwealth Ombudsman.

5.10 The Customer agrees and acknowledges that as conditions of access to NCCHCs, that:

- (a) Supplier cannot give the Customer access to any NCCHC Result Certificate more than three (3) months after the result is issued by the ACIC;
- (b) Supplier must retain all documents associated with an NCCHC result (including records of the worker's or candidate's identity) for at least 12 months from the date of the result; and
- (c) Supplier must delete all documents associated with an NCCHC result within no more than 15 months from the date of the result.

6. Mutual cooperation if required

If, in connection with any aspect of the Verification Services, either Party is the subject of any audit, review or investigation by a privacy commissioner, government body or agency, then the other Party must, on lawful request, promptly provide all reasonable assistance to and cooperation with the other Party to enable a timely response to the relevant authority.

7. Definitions and Interpretation

- 7.1 Unless the context otherwise requires, all terms used in this Schedule that are defined in the Master Services Agreement bear the meaning ascribed in the Master Services Agreement.
- 7.2 In this Schedule, unless the context otherwise requires:
- (a) **ACIC** means the Australian Criminal intelligence Commission
 - (b) **Agency** has the same meaning as given under section 6(1) of the *Privacy Act 1988* (C'th);
 - (c) **NCCHC** means a Nationally Coordinated Criminal History Check (commonly known as a police check);
 - (d) **Result Certificate** means a report in (or downloaded from) Kinatico Compliance, setting out the results of

Supplier's checking and verification of the truth and accuracy of career, personal, professional and/or other information of a worker or candidate;

- (e) **Source of Truth** means the person, organisation, or government body or agency that can verify the accuracy of the information the subject of each Verification Requirement; and
- (f) **Volunteer Purpose** means either (a) a voluntary role in an Australian registered and/or recognised charitable, community service, not-for-profit or benevolent society; or (b) a student undertaking a compulsory vocational placement as required by a registered Australian-based academic institution.

Version history

This is version 2.0 of this Schedule.

Version	Approved	Effective	Notes
1.0	16/06/2025	16/06/2025	First version published
2.0	16/09/2026	13/10/2026	Changes to nomenclature