

TERMS AND CONDITIONS-NEW SOUTH WALES WORKING WITH CHILDREN CHECKS

Everproof provides Everproof Customers with the option to use functionality to conduct and verify New South Wales WWC Checks via the Everproof Application (**WWCC Assistance Functionality**).

The WWCC Assistance Functionality is provided to seek to assist Everproof Customers to manage and administer compliance with their obligations to conduct and verify New South Wales WWC Checks, including by enabling Everproof Customers to connect individuals to the Everproof Customer in the WWCC Portal for verification purposes and by assisting Everproof Customers to keep records of the New South Wales WWC Checks it conducts or verifies.

These Terms (together with the terms of the Everproof Customer Agreement) apply to Everproof Customers who wish to access and use the WWCC Assistance Functionality. These Terms are supplemental to and form part of the Everproof Customer Agreement. In the event of a direct conflict between these Terms and the Everproof Customer Agreement in respect of the WWCC Assistance Functionality, these Terms will prevail to the extent of that conflict.

By clicking the 'I accept' button or otherwise using the WWCC Assistance Functionality, the Everproof Customer agrees that they have read, understood and will be bound by these Terms and the applicable terms of the Everproof Customer Agreement in respect of their access to and use of the WWCC Assistance Functionality.

Where an individual enters into these Terms on behalf of an Everproof Customer (including by clicking the 'I accept' button below), the individual represents to Everproof that it is authorised to agree to these Terms on behalf of the Everproof Customer and has the authority to bind the Everproof Customer to these Terms.

1 Definitions

The following definitions also apply to these Terms:

- (a) **Everproof** means Clasity Pty Ltd ACN 168 117 259 (trading as Everproof) of 10/28 Down St, Collingwood VIC 3066.
- (b) **Everproof Customer** means a person, organisation or other entity that has entered into an Everproof Customer Agreement.
- (c) **Everproof Customer Agreement** means the agreement available at <https://www.everproof.com/docs/legal/organisation-terms-of-use.pdf>
- (d) **New South Wales WWC Checks** means the working with children checks for individuals administered by the New South Wales Office of the Children's Guardian.
- (e) **Terms** means these Terms and Conditions.
- (f) **WWCC Organisation Account** means an employer, organisation or other similar account to access the WWCC Portal.
- (g) **WWCC Portal** means the working with children check web portal operated by the New South Wales Office of the Children's Guardian that enables organisations to undertake and verify New South Wales WWC Checks.

Unless the context otherwise requires, other capitalised terms used in these Terms have the meaning given in the Everproof Customer Agreement.

2 Access to and use of WWCC Assistance Functionality

In consideration of Everproof providing the Everproof Customer with access to and use of the WWCC Assistance Functionality, the Everproof Customer agrees as follows:

- (a) The Everproof Customer will be responsible for obtaining and maintaining a current WWCC Organisation Account. The Everproof Customer acknowledges that Everproof will not be able to provide the WWCC Assistance Functionality if such a WWCC Organisation Account is not obtained and maintained by the Everproof Customer.
- (b) The Everproof Customer will provide Everproof with its login details for its WWCC Organisation Account (including username, password and any other required login details). The Everproof Customer acknowledges that Everproof will be entitled to use those login details to provide the WWCC Assistance Functionality to the Everproof Customer (including by logging into the WWCC Portal on behalf of the Everproof

Customer and otherwise assisting the Everproof Customer to undertake or verify New South Wales WWCC Checks).

- (c) The Everproof Customer must notify Everproof if there is any change to the login details for its WWCC Organisation Account and acknowledges that failing to do so may result in Everproof not being able to provide the WWCC Assistance Functionality to the Everproof Customer.
- (d) The Everproof Customer will be responsible for ensuring that and warrants to Everproof that it will:
 - (i) comply with all terms and conditions or other legal obligations regarding its use of the WWCC Portal;
 - (ii) only use the WWCC Assistance Functionality for conducting or verifying New South Wales WWCC Checks where the Everproof Customer is permitted or required by law to conduct or verify the relevant New South Wales WWCC Checks; and
 - (iii) have in place all consents required by law in relation to New South Wales WWCC Checks conducted or verified using the WWCC Assistance Functionality.
- (e) The Everproof Customer acknowledges that Everproof does not provide legal advice or legal services. In particular, the Everproof Customer acknowledges that Everproof does not provide any legal advice regarding whether the Everproof Customer is permitted or required by law to conduct or verify any New South Wales WWCC Checks.
- (f) The Everproof Customer also acknowledges that Everproof does not provide and cannot be responsible for the operation of the WWCC Portal (including any availability or functionality of the WWCC Portal) or the accuracy of any information obtained from the WWCC Portal.
- (g) Information collected by Everproof as a result of providing the WWCC Assistance Functionality (including any information regarding the New South Wales WWCC Checks that Everproof assists the Everproof Customer to conduct or verify) will be stored, held and managed by Everproof, including within the Everproof Application. Such information will be 'Data' for the purposes of the Everproof Customer Agreement.
- (h) The Everproof Customer acknowledges that Everproof retains the sole discretion regarding the features, functions and other benefits of WWCC Assistance Functionality and Everproof may at any time vary, modify or suspend the features, functions and other benefits available in respect of the WWCC Assistance Functionality.
- (i) The Everproof Customer acknowledges and agrees that Everproof may at any time and without any obligation to give prior notice to the Everproof Customer (although Everproof will seek to provide as much prior notice as possible in the circumstances) permanently disable or temporarily suspend the Everproof Customer's access to the WWCC Assistance Functionality or permanently cease providing the WWCC Assistance Functionality. The Everproof Customer agrees that it cannot make any claim against Everproof for any loss or damage suffered by the Everproof Customer as a result any such action taken by Everproof.
- (j) Personal information may be collected by Everproof in connection with these Terms or the use of the WWCC Assistance Functionality by the Everproof Customer. Such personal information will be collected, maintained and used by Everproof in accordance with Everproof's privacy policy located at <https://www.everproof.com/docs/legal/privacy-policy.pdf> and collection notice located at <https://www.everproof.com/docs/legal/privacy-collection-notice.pdf>.
- (k) All provision of the WWCC Assistance Functionality and related services by Everproof will be the provision of 'Subscription Services' under the Everproof Customer Agreement and will be subject to the terms of the Everproof Customer Agreement.