



## Validex Terms and Conditions of Service

[www.validex.com.au](http://www.validex.com.au) (Website) is a service of Risk Group Pty Ltd for individuals to verify their personal information through provision of identity documents, using our CheckmyID process, and other personal information provided in the application for a Nationally Coordinated Criminal History Check (otherwise known as a Police Check) (the Services).

The process for conducting a police check requires the sharing of information you supply with approved third parties, including, but not limited to the Australian Federal Government Document Verification Service (DVS); the Australian Criminal Intelligence Commission (ACIC) and Australian police agencies. By using the Services you are agreeing to these terms and conditions and acknowledge that they may change from time to time and are subject to notification by email to you or through advice on our website.

Risk Group Pty Ltd (Risk Group) is an Australian private company ACN 090 929 418 of Suite 158, 90-92 Ballina Street, Lennox Head, New South Wales, Australia 2478. Email: [support@validex.com.au](mailto:support@validex.com.au)

### Services

The Website and the Service are only available to individuals that can form legally binding contracts. Without limiting the foregoing, the Website and the Service is not available to minors (persons under 18 years of age).

Validex and related third parties own any intellectual property in the material available on the Website and any intellectual property in any material resulting from the provision of a Service provided through the Website. You must not reproduce, copy, edit, publish, communicate, transmit or up-load the materials on the Website, and any Service (including the results of any Service) provided through the Website, without the written consent of the owners of that copyright. Property in the results of any Service provided by Validex to you (including, without limitation, any document, device, article or medium in which the result of that Service is embodied (Copies)), vests in Validex and/or its related bodies corporate and contractors.

Provided that you do not remove any copyright or trademark notices contained in the material, you may use the Website, or the material contained on it, for your personal, non-commercial use in accordance with these terms of service. You must not use the Website, or the material accessible on the Website for any other purpose.

Validex (We) will not provide the Services to you unless you have:

1. Submitted a request for Services (an individual police check) via our website
2. Provided proof of your identity by submitting required identification documents and biometrics using our CheckmyID application
3. Provided any additional information we may need to provide the requested Services
4. Paid the required fees

If you provide all necessary information and pay the fee for the Services, we will perform the Services you requested in Australia, and provide you with a certificate from ACIC detailing the results of the check. Validex may change, suspend, limit, restrict or discontinue any aspect of the Services at any time without notice or liability including the availability of and access to any part of any feature on the Website.

### Payment and refunds

You must pay Validex by credit card for the fees described on the Website when you order the Service. Transaction fees are incurred by Validex once the check has been submitted, including fees for the verification of your identity provided by third parties. Accordingly, once you submit the check, the fees are non-refundable.

You are responsible for any errors or omissions in provision of any information in the identity verification process or any other information We request as part of the police check process. If we refuse to process your order we will, at our complete discretion, provide you with a credit note or refund for the Service, minus any transaction fees that may have already been incurred.



Validex is not responsible for or in control of processing times by individual police agencies or the ACIC. The ACIC benchmark for checks is 95% resolved within 10 business days.

Statutory Warranties: To the extent permitted by law, Risk Group's liability under any condition or warranty that cannot be legally excluded is limited exclusively, at Risk Group's option, to providing those goods or services again or paying the cost of having those goods or services provided again.

## **Acknowledgment**

1. You understand and agree that:
  - i. links and frames connecting the Website with other sites are for convenience only and do not mean that Validex endorses or approves those other sites or their content;
  - ii. the Service may not be, and does not purport to be, a complete and comprehensive search of all Australian police records;
  - iii. the Service is subject to relevant spent convictions, non-disclosure legislation and/or information release policies in individual jurisdictions and accordingly may not contain all criminal history information;
  - iv. the accuracy and coverage of the Service is contingent upon your accurate identification of the person to which the Service relates and the quality of police records;
  - v. to the extent permitted by law, all warranties, representations or undertakings of any kind, express or implied made or given by or on behalf of Validex or its related bodies corporate in connection with the Website, any material provided at or through the Website or any Service provided through the Website (including without limitation, any warranty of fitness for a particular purpose and any expectation of level of service by you, such as uninterrupted, timely, secure or error, virus or defect free systems) are expressly excluded; and
  - vi. you use the Website, any material provided on or through the Website and any Service available through the Website at your own risk, and Validex and its related bodies corporate are not responsible for any loss, damage, cost or expense (including, without limitation, any consequential loss or damage or third party claims) suffered or incurred by you which arises out of your use or disclosure of the Website, any material provided on or through the Website and any Services available through the Website.

## **Informed Consent to submit personal information for a National Criminal History Check (police check)**

I further acknowledge that:

1. I fully understand the information on this form and in the process of conducting an online police check and identity check
2. Validex is collecting information in this form to provide to the Australian Criminal Intelligence Commission (ACIC) and Australian police agencies, for a Police Check to be conducted for the purpose I have described
3. I have fully and accurately completed this form and the personal information I have provided relates to me and contains my full name and all names previously used by me
4. Withholding and/or providing misleading or false information on this form and in any supplied identity documents is a Commonwealth offence and may lead to prosecution under the Criminal Code Act 1995 (Cth)

5. Personal information that I provided in this form and on the supplied identity documents may be disclosed to Risk Group Pty Ltd and any approved third party including any nominated employer and the Australian Federal Government Document Verification Service
6. Acknowledge that any information sent by mail or electronically in relation to this form, including identity documents, is sent at my/the applicant's risk and I am aware of the consequences of sending information in these ways;
7. Acknowledge that I am aware that I am providing my consent for national police check to be conducted on all personal information provided in this form and provided in supplied identity documents; and
8. I understand and consent to police information relating to me being disclosed in accordance with the purpose I have identified in this form, applicable legislation and information release policies (including spent convictions legislation described in Australian Government and State or Territory legislation).

I give consent to:

9. The ACIC and police agencies using and disclosing my personal information that I have provided in this form and personal information contained in my supplied identity documents to conduct a national police check.
10. The ACIC disclosing the police information sourced from the police agencies to other approved bodies, including Validex and any employer I nominate and approve.
11. Validex disclosing to approved third parties my personal information and police information to assess my suitability for the purpose identified in this form; and
12. I acknowledge that it is usual practice for my personal information and police information to be used by police agencies and the ACIC for law enforcement, including purposes set out in the Australian Crime Commission Act 2002 (Cth).

### **Providing your check results from ACIC**

When the results of your police check are available from the ACIC we will send a certificate to the email address nominated in your account when you first registered with us. Unless there are exceptional circumstances, we will not reissue the certificate. It is your responsibility to decide on further distribution of the check certificate using the secure link provided when you login to your account. We are obliged under our contract with the ACIC to keep your information for twelve months. We will not keep any results of a police check for more than three months.

### **Warranties and release**

While all reasonable care is taken, Validex does not warrant nor accept responsibility for the accuracy of the information provided to it by third parties or any delay in providing information requested by Validex. The ACIC has a benchmark for service delivery of processing 95% of checks within ten days but 70% of checks are typically processed same day.

You agree to indemnify, and continue to indemnify Validex, Risk Group, its related bodies corporate, and their employees, officers, agents and contractors, for all loss, damage, cost and expense (including legal costs on a full indemnity basis and whether incurred by or awarded against a party) that they may suffer, sustain or incur as a direct or indirect result of:

- (a) a breach of these terms of service by you or your officers, employees, agents, contractors or professional advisers;
- (b) an act or omission involving fault on your part or your officers, employees, agents, contractors or professional advisers in connection with this Contract; or
- (c) the use or disclosure of any results of any Services by you, your officers, employees, agents, contractors or professional advisers or third party.



For the avoidance of doubt, the indemnity in this clause includes any loss, damage, cost and expense that Risk Group, its related bodies corporate, or their employees, officers, agents and contractors may suffer, sustain or incur as a result of any claim, demand, action, suit or proceeding that may be brought by any person against Risk Group or its related bodies corporate, and their employees, officers, agents and contractors.