

# Verify Assist

## Website & Platform Terms and Conditions

Garuda Corp Pty Ltd (ABN 67 680 372 543) trading as Verify Assist  
Effective date: 27 June 2026 | Version 1.0

---

### 1. About these terms

These Terms and Conditions (**Terms**) govern your access to and use of the Verify Assist website at [www.verifyassist.com](http://www.verifyassist.com) (the **Website**) and the Verify Assist software-as-a-service platform, including all related applications, dashboards, APIs and integrations (together, the **Platform or Service**).

The Service is provided by Garuda Corp Pty Ltd (ABN 67 680 372 543), trading as Verify Assist (**we, us, our**). By accessing the Website, creating an account, or using the Service, you (**you, your, the Customer**) agree to be bound by these Terms. If you do not agree, you must not use the Service.

If you enter into a separate written subscription agreement, order form or master services agreement with us (a **Subscription Agreement**), that agreement prevails to the extent of any inconsistency with these Terms.

If you accept these Terms on behalf of an organisation, you warrant that you are authorised to bind that organisation, and references to “you” include that organisation.

### 2. Definitions

**Confidential Information** means non-public information disclosed by one party to the other that is marked confidential or that a reasonable person would understand to be confidential.

**Customer Data** means all data, content and information (including Personal Information of your end users) that you or your authorised users submit to, or that is processed through, the Service.

**End Individual** means a natural person whose identity is verified or screened through the Service (for example, your customer or applicant).

**Intellectual Property Rights** means all current and future intellectual property rights worldwide, including copyright, trade marks, patents, designs, and rights in confidential information and know-how.

**KYC/AML Checks** means the Know Your Customer, identity verification, and Anti-Money Laundering screening functions made available through the Service.

**Sumsub** means Sum and Substance Ltd and its affiliates, the third-party provider whose technology powers the KYC/AML Checks.

**Subscription Term** means the period for which you have subscribed to the Service, as set out in your order or plan.

### 3. The Service

The Service is a business-to-business platform that enables you to perform KYC/AML Checks and related identity-verification and compliance workflows. The KYC/AML Checks are powered by Sumsub. Your use of those features is also subject to any applicable Sumsub end-user terms, which we will make available on request.

The Service is offered on a range of account plans, currently **PAYG, Bronze, Silver and Gold**. The plans offered, and their features and limits, may change from time to time. Some plans may

be governed by separate plan-specific terms or by a **Software Licensing Agreement** between you and us, which you must accept before being granted the relevant account. Where plan-specific terms or a Software Licensing Agreement apply, they prevail over these Terms to the extent of any inconsistency; otherwise these Terms apply. It is your responsibility to ensure the plan you select is suitable for your intended use.

We may improve, modify, add to or remove features of the Service from time to time. Where a change materially reduces the core functionality of the Service, we will give you reasonable prior notice.

The Service is intended solely for use by businesses and is not directed at consumers acquiring services for personal, domestic or household use.

## 4. Eligibility and accounts

To use the Service you must be a business, be at least 18 years old, and be able to form a legally binding contract. You must provide accurate, current and complete registration information and keep it up to date.

You are responsible for all activity that occurs under your account and for keeping your account credentials and API keys secure. You must notify us promptly of any unauthorised access or suspected security breach.

You must not use the Service, and must not accept these Terms, if you are a person barred from receiving the Service under the laws of Australia or any other applicable country (including the country in which you are resident or from which you use the Service), or if doing so would breach any sanctions, export-control or anti-money-laundering law.

## 5. Fees, subscriptions and payment

Access to the Service is provided on a subscription and/or per-check basis at the fees set out in your selected plan or order (**Fees**). Unless stated otherwise, Fees are quoted in Australian dollars and are exclusive of GST, which will be added where applicable.

You authorise us (and our payment processors) to charge the Fees using your nominated payment method. Fees are payable in advance.

Payments may be processed using third-party payment applications and services that we do not own or control. Your use of those services is subject to their own terms, and we are not liable for any loss or damage arising from their operation. Where a payment request is returned, declined or otherwise unpaid for any reason, you are liable for any associated costs, including bank fees and charges.

We may vary our Fees on no less than 30 days' written notice. If you do not accept a Fee change, you may terminate your subscription before the change takes effect.

We may suspend access to the Service where Fees remain unpaid more than 14 days after the due date, after giving you notice and a reasonable opportunity to pay.

**Refunds:** Except as required by the Australian Consumer Law or other law that cannot be excluded, Fees are non-refundable. Any consumer guarantee rights you may have under the Australian Consumer Law apply in addition to these Terms.

## 6. Acceptable use

You must not, and must not permit any person to:

- use the Service in breach of any law, regulation, or third-party right;
- use the Service for any purpose other than legitimate KYC/AML, identity verification, or compliance purposes for which you have a lawful basis;
- submit data of an End Individual without the authority or consents required by law;

- attempt to gain unauthorised access to, interfere with, or disrupt the Service or its underlying infrastructure;
- copy, modify, reverse engineer, decompile or create derivative works of the Service, except to the extent this restriction is prohibited by law;
- resell, sublicense or make the Service available to any third party except as expressly permitted; or
- introduce any malware, or use any automated means to scrape or extract data, other than via our supported APIs.

## 7. KYC/AML, compliance and reliance

The Service is a tool to assist you in meeting your own regulatory obligations. **You remain solely responsible** for determining what KYC/AML obligations apply to you, for designing your own compliance program, and for any decision you make to onboard, decline, report or continue dealing with an End Individual.

We are not a reporting entity in respect of your customers, are not your AML/CTF compliance officer, and do not provide legal, regulatory or compliance advice. Results, scores, risk ratings and verification outcomes produced by the Service (including those generated by Sumsb) are provided to support your assessment and must not be relied on as the sole basis for any regulatory decision.

You are responsible for ensuring you hold any authorisations, registrations and consents (including consents from End Individuals to the collection and processing of their Personal Information and sensitive information) required for your use of the Service.

We do not warrant that the Service will detect every instance of fraud, money laundering, sanctions exposure or identity misuse, or that any verification outcome is free from error.

## 8. Availability, support and service levels

We will use commercially reasonable efforts to keep the Service available and to provide support during our standard business hours in Victoria. Any specific uptime commitments or service levels will be set out in a separate service level agreement or order.

The Service may be unavailable during planned maintenance (for which we will give reasonable notice where practicable) or due to events outside our reasonable control.

## 9. Intellectual property

As between the parties, we (and our licensors, including Sumsb) own all Intellectual Property Rights in the Service, the Website, and all related software, documentation and materials, including all text, graphics, logos, icons, code, scripts and design elements. We grant you a non-exclusive, non-transferable, revocable licence to access and use the Service during your Subscription Term solely for your internal business purposes.

In relation to the Website, we grant you a worldwide, non-exclusive, royalty-free, revocable licence, while you are a user, to use the Website in accordance with these Terms, to store it in your device's cache, and to print pages for your own internal reference. Except as expressly permitted, you must not broadcast, republish, upload to a third party, transmit, distribute or adapt the Website or the Service without our prior written consent.

You own all Intellectual Property Rights in your Customer Data. You grant us a non-exclusive licence to host, copy, process and transmit Customer Data to the extent necessary to provide the Service and to comply with law.

We may collect and use aggregated and de-identified data derived from use of the Service to operate, improve and develop our products, provided such data does not identify you or any End Individual.

## 10. Customer Data and privacy

Our handling of Personal Information is described in our Privacy Policy, which forms part of these Terms. We handle Personal Information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

In respect of Customer Data, you are responsible for the accuracy, quality and legality of that data and for having a lawful basis to provide it to us. Where we process Personal Information on your behalf, we do so to provide the Service and in accordance with your reasonable, lawful instructions. Where appropriate to your circumstances, the parties may enter into a separate data processing agreement.

## 11. Confidentiality

Each party must keep the other party's Confidential Information confidential, use it only for the purposes of these Terms, and protect it using at least reasonable care. This obligation does not apply to information that is or becomes public (other than through breach), is independently developed, or is required to be disclosed by law.

## 12. Third-party services

The Service relies on third-party providers, including Sumsb, and may interoperate with other third-party products you choose to connect. Your use of third-party services may be subject to separate terms between you and the relevant provider. We are not responsible for third-party services that we do not control, but we will take reasonable steps to select reputable providers.

## 13. Australian Consumer Law and warranties

Certain rights and guarantees may be conferred on you by the Australian Consumer Law (**ACL**) in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and similar laws that cannot be excluded, restricted or modified (**Non-Excludable Guarantees**). Nothing in these Terms excludes, restricts or modifies any Non-Excludable Guarantee.

Where the ACL applies and the Service is not of a kind ordinarily acquired for personal, domestic or household use, our liability for breach of a Non-Excludable Guarantee is limited, at our option, to: (a) resupplying the relevant services; or (b) paying the cost of having the relevant services resupplied.

Subject to the Non-Excludable Guarantees, the Service is provided "as is" and "as available", and we exclude all other warranties, conditions and representations, whether express or implied, to the maximum extent permitted by law.

## 14. Limitation of liability

Subject to clause 13 and to the extent permitted by law:

- neither party is liable for any indirect, special, incidental or consequential loss, or for any loss of profit, revenue, goodwill, anticipated savings, or data; and
- our total aggregate liability arising out of or in connection with the Service and these Terms, however arising (including in contract, tort (including negligence) or under statute), is limited to the total Fees paid by you to us in the 12 months immediately before the event giving rise to the liability.

Our liability is reduced to the extent that any loss is caused or contributed to by you, including your failure to meet your own compliance obligations or your reliance on the Service contrary to clause 7.

## 15. Indemnity

You indemnify us against all liabilities, losses, costs and expenses (including reasonable legal costs) we suffer arising from: (a) your breach of these Terms; (b) your unlawful or unauthorised use of the Service; (c) Customer Data, including any claim that our processing of Customer Data on your instructions infringes a third party's rights or breaches privacy law; or (d) your own regulatory, KYC or AML obligations. This indemnity is reduced to the extent the loss is caused by our breach or negligence.

## 16. Suspension and termination

Either party may terminate these Terms or a subscription for convenience at the end of the then-current Subscription Term by giving notice in accordance with the relevant plan or order.

We may suspend or terminate your access immediately if you materially breach these Terms and (where the breach is capable of remedy) fail to remedy it within 14 days of notice, if required by law, or if continued provision would expose us to legal or regulatory risk.

On termination, your right to use the Service ends. We will, on request made within 30 days of termination, make Customer Data available for export in a commonly used format, after which we may delete it subject to any legal retention requirements. Clauses relating to fees accrued, intellectual property, confidentiality, liability, indemnity and governing law survive termination.

## 17. Force majeure

Neither party is liable for failure or delay in performing its obligations (other than payment obligations) to the extent caused by an event beyond its reasonable control, including natural disaster, outage, telecommunications or third-party provider failure, or government action.

## 18. Dispute resolution

Except where urgent interlocutory relief is sought, a party must not commence court or tribunal proceedings about a dispute under these Terms unless it has first complied with this clause.

A party claiming a dispute has arisen must give the other party written notice setting out the nature of the dispute, the desired outcome, and the action required to resolve it. Within 28 days of that notice, the parties must endeavour in good faith to resolve the dispute by negotiation.

If the dispute is not resolved within 28 days of the notice, the parties must agree on a mediator (or, failing agreement, request that one be appointed by the Resolution Institute or a similar body) and submit the dispute to mediation. The mediation will be held in **Melbourne, Victoria**, and the parties will share the mediator's fees and venue costs equally and bear their own costs. All communications in the mediation are confidential and made on a "without prejudice" basis. If the dispute is not resolved within two months after the mediation starts, either party may terminate the mediation and pursue its legal remedies.

## 19. General

**Assignment:** You must not assign these Terms without our prior written consent. We may assign or novate these Terms to an affiliate or successor on notice to you.

**Notices:** Notices to us may be sent to support@verifyassist.com. We may give notices to you by email to your registered address or by posting on the Website or Platform.

**Variation:** We may amend these Terms from time to time by posting an updated version on the Website. Material changes will be notified to you. Continued use after changes take effect constitutes acceptance.

**Severability:** If any provision is held invalid or unenforceable, it is severed and the remaining provisions continue in full force.

**Entire agreement:** These Terms, together with any Subscription Agreement and our Privacy Policy, constitute the entire agreement between the parties and supersede all prior representations.

**Waiver:** A failure to enforce a provision is not a waiver of it.

## **20. Governing law and jurisdiction**

These Terms are governed by the laws of Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and the courts entitled to hear appeals from them.

## **21. Contact us**

Garuda Corp Pty Ltd (ABN 67 680 372 543) trading as Verify Assist

Registered address: Suite 200, 610 Burwood Road, Hawthorn East VIC 3123, Australia

Email: [support@verifyassist.com](mailto:support@verifyassist.com)

Website: [www.verifyassist.com](http://www.verifyassist.com)