



Trade Mark Licence Agreement

Between

**The Licensor (The Commonwealth of Australia as represented by Australian Competition and Consumer Commission)
ABN 94 410 483 623**

And

The Licensee

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THIS AGREEMENT is made on

PARTIES:

- (1) The Commonwealth of Australia as represented by the Australian Competition and Consumer Commission (Licensor)
- (2) The Licensee (the person meeting the definition in clause 1)

BACKGROUND

- (A) The Licensor is the owner of the Digital ID Trustmark and the Digital ID Trade Mark.
- (B) The Licensor agrees to grant a licence to the Licensee to use the Digital ID Trustmark for the Licensed Purpose in accordance with the Digital ID Act, Digital ID Rules and Style Guide, and subject to the terms of this Agreement.
- (C) The Digital ID Regulator is the ACCC and has the functions and powers set out under section 91 and section 92 of the Digital ID Act.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1. Definitions

The following definitions apply in this document:

ACCC means the Australian Competition and Consumer Commission, an independent Commonwealth statutory authority that administers and enforces the Competition and Consumer Act 2010 and other legislation promoting competition and fair trading, and regulates national infrastructure.

Accredited Entity means an entity which has been accredited under section 15 of the Digital ID Act 2024.

Agreement means this Trade Mark Licence Agreement between the Licensee and the Licensor.

Authorised User has the same meaning as in section 8 of the Trade Marks Act.

Business Day means a day (other than a Saturday, Sunday or public holiday) in Canberra, Australia.

Claim means, in relation to a person, any claim, allegation, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commonwealth for the purpose of this Agreement, includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this Agreement.

Digital ID Act means the *Digital ID Act 2024* as varied from time to time.

Digital ID Rules means the *Digital ID Rules 2024* as varied from time to time.

Digital ID Trade Mark means the trade mark, the subject of Australian Trade Mark No 2464643.

Digital ID Trustmark means the Digital ID Accreditation Trustmark, the meaning given to it in section 5.2 of the Digital ID Rules, the subject of Australian Trade Mark No 2470557, as detailed in Item 1 of the Schedule.

Infringement Claim has the meaning given to it in clause 8.6.

Intellectual Property Rights includes:

- (a) all copyright (including rights in relation to phonograms and broadcasts);
- (b) all rights in relation to inventions, plant varieties, trade marks (including service marks and unregistered marks), designs and circuit layouts; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,

but does not include:

- (d) moral rights;
- (e) the non-proprietary rights of performers; or
- (f) rights in relation to confidential information.

Law means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia or any other government within Australia;
- (b) the common law and the principles of equity as applied from time to time in the Commonwealth of Australia; and
- (c) requirements, rules and guidelines of a Regulatory Body,

Licence has the meaning given to in clause 2.1.

Licensed Purpose means for the purpose of the Licensee, as an Accredited Entity, representing to members of the public that they comply with the applicable Laws, rules and standards in relation to privacy protection, security, usability, accessibility, risk management, fraud control and other matters and that they are regulated under the Digital ID Act for this purpose.

Licensee means an Accredited Entity that is entitled to use the Digital ID Trustmark in accordance with this Agreement.

Loss includes any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Regulatory Body means any government, or any governmental or semi-governmental entity, administrative, fiscal or judicial body, authority or agency, body politic (but excluding any political party), government department, local government council or statutory authority and includes the Australian Capital Territory and the Commonwealth of Australia.

Standards means the standards referred to in the Digital ID Act.

Style Guide means *Australia's Digital ID System Accreditation Trustmark Style Guide* as updated from time to time and described in Item 3 of the Schedule.

Term means the duration of the Licence specified in clause 10 of this Agreement.

Territory means Australia.

Trade Marks Act means the *Trade Marks Act 1995* (Cth).

2. Licence

2.1. Grant of licence

Subject to this Agreement, including but not limited to clauses 2, 2.6 and 4, the Licensor grants to the Licensee a non-exclusive, non-transferable licence (Licence) to use the Digital ID Trustmark within the Territory, for the Term, solely for the Licensed Purpose and in accordance with any requirements in the Digital ID Act and Digital ID Rules, or legislation authorised under the Digital ID Act.

2.2. Limitations of Licence

- (a) The only rights granted to the Licensee in respect of the Digital ID Trustmark are those expressly provided for in this Agreement. No other licence or interest is granted, either expressly or by implication, by estoppel or otherwise.
- (b) Except where expressly stated in this Agreement, to the extent permitted by Law, any statutory or common law rights of Authorised Users are hereby excluded.

2.3. Right to sub-licence

- (a) The Licensee has no right to sub-licence the Licence granted in clause 2.1 to use the Digital ID Trustmark (or any part of it) without the Licensor's prior written consent.
- (b) The Licensor has an absolute discretion to give or withhold its consent under clause 2.3(a).
- (c) If consent is provided, the terms of any permitted sub-licence must be consistent with this Agreement and the Licensee is liable for the conduct of its sublicensee and is liable for any act or omission by the sublicensee in respect of this Agreement as if they were acts or omissions of the Licensee.
 - (i) The Licensee must ensure:
 - (ii) that any permitted sub-licence terminates on termination of this Agreement; and
 - (iii) each sub-licensee ceases or suspends use of the Digital ID Trustmark if the Agreement is suspended in accordance with clause 10.2.

2.4. No fees for Licence

No fees, royalties or other payments are payable by the Licensee to the Licensor for the Licence.

2.5. Compliance with the Digital ID Act, Digital ID Rules and relevant Standards

The Licensee must comply with:

- (a) The Digital ID Act and the Digital ID Rules as they relate to the Digital ID Trustmark, as updated from time to time;
- (b) any other applicable Standards, rules, requirements under the Digital ID Act or Commonwealth Government policy relevant to the use of the Digital ID Trustmark; and
- (c) any reasonable requirement relevant to the use of the Digital ID Trustmark, as notified from time to time by the Licensor.

2.6. Legal requirements

Nothing in this License Agreement:

- (a) entitles the Licensee to use the Digital ID Trustmark in breach of any Law; nor
- (b) requires the Licensor or the Licensee to comply with an obligation under this agreement if to do so would breach any Law.

3. Use of the Digital ID Trustmark

The Licensee must use the Digital ID Trustmark only:

- (a) in the form set out in Item 1 of the Schedule and must not alter the appearance of the Digital ID Trustmark in any way;
- (b) in relation to the goods and services specified in Item 1 of the Schedule and subject to any other restrictions in the Licence;
- (c) in accordance with any guidelines on the use of the Digital ID Trustmark, including the Style Guide, that may be updated from time to time and as set out in Item 3 of the Schedule; and
- (d) in accordance with any reasonable directions that may be given in writing by the Licensor from time to time.

4. Quality Control

4.1. Samples

The Licensor may, on the giving of reasonable notice, require the Licensee to submit to the Licensor samples of the Licensee's use of the Digital ID Trustmark (including in any promotional material and/or advertising material produced or other related material in connection with the use of the Digital ID Trustmark) to allow the Licensor to determine whether the Licensee's use of the Digital ID Trustmark complies with the terms and conditions of this Agreement.

4.2. Remediation

Notwithstanding the Licensor's termination rights set out in this Agreement, if the Licensor determines that the Licensee's use of the Digital ID Trustmark does not comply with this Agreement, the Licensor may, in a written notice to the Licensee, specify:

- (a) the details of the non-compliance;
- (b) measures that the Licensor requires the Licensee to take to rectify or otherwise address the non-compliance; and
- (c) a period within which the measures specified under clause 4.2(b) are to be taken.

5. Ownership of the Digital ID Trustmark

5.1. Ownership

- (a) The Licensee acknowledges that all rights, titles and interests in and to the Digital ID Trustmark and the copyright subsisting in it, within Australia and throughout the world, vests absolutely in the Licensor.
- (b) The Licensee must not take any action that is inconsistent with, or would challenge or undermine, the Licensor's ownership of the Digital ID Trustmark (or any related or similar mark) or the copyright subsisting in it.

5.2. No other interest

Nothing in this Agreement gives the Licensee any interest in the Digital ID Trustmark (or any part of it) or the copyright subsisting in it, other than the right to use the Digital ID Trustmark in accordance with this Agreement.

5.3. No challenge

The Licensee must not, either directly or indirectly:

- (a) challenge the validity of any current or future trade mark application or registration for the Digital ID Trustmark (or any other related or similar mark); or
- (b) challenge any rights, titles or interests of the Licensor in and to the Digital ID Trustmark (or any related or similar mark); or
- (c) apply to register a name, logo or trade mark that is substantially identical to or deceptively similar with the Digital ID Trustmark or which incorporates any element of the Digital ID Trustmark, without the prior written consent of the Licensor.

6. Goodwill and reputation

All goodwill and improved reputation in respect of the Digital ID Trustmark generated by the Licensee's use of the Digital ID Trustmark accrues to the sole benefit of the Licensor.

7. Preserving value of the Digital ID Trustmark

7.1. Conduct of Licensee

The Licensee must not, by any act or omission:

- (a) use the Digital ID Trustmark outside the Territory, except that the Licensee will not be in breach of this clause where use of the Digital ID Trustmark on websites, software applications, social media channels or in marketing

campaigns or advertising activities that are accessible by persons in territories outside the Territory; or

- (b) use the Digital ID Trustmark in any manner that tarnishes, degrades, disparages or reflects adversely on the Licensor, or on the Digital ID Trustmark, in any material respect.

8. Protection of Intellectual Property Rights

8.1. Maintenance of Intellectual Property Rights

- (a) The Licensor maintains sole control and discretion over the prosecution and maintenance of the Digital ID Trustmark, subject to this clause 8.
- (b) At the Licensor's discretion, the Licensor may use commercially reasonable efforts to prosecute and may maintain the registration of the Digital ID Trustmark when economically justifiable, at the Licensor's expense.
- (c) The Licensee must on request by the Licensor from time to time provide assistance and information to the Licensor in relation to the Digital ID Trustmark, which is reasonably necessary for the registration, application, enforceability, defence and maintenance of the Digital ID Trustmark.

8.2. Protection of Intellectual Property Rights

- (a) The Licensor has the sole right, but not the obligation, to bring, at its own expense, and control, any suits against any unauthorised use, infringement, misappropriation, or other breach of the Digital ID Trustmark (or any related or similar mark).
- (b) The Licensee agrees to render all reasonable assistance to the Licensor in any litigation or other enforcement action that the Licensor may undertake to enforce or protect the Digital ID Trustmark (or any related or similar mark). The Licensee has no right to participate or be represented.
- (c) The Licensee has no right to make a claim of any kind against the Licensor based on or arising out of the Licensor's handling of, or decisions concerning, any such litigation, action, suit, proceeding, settlement, or compromise, and irrevocably releases the Licensor from any such claim.
- (d) The Licensee may not take any suits or action against any party alleged to be misusing the Digital ID Trustmark (or any related or similar mark) without the prior written consent of the Licensor and subject to any conditions that the Licensor deems fit.

8.3. Exercise of rights under legislation

The Licensee acknowledges and agrees that except as expressly permitted by this Agreement, the Licensee must not exercise any other rights in relation to the Digital ID Trustmark including any rights provided to a Licensee or Authorised User under section 26(1) of the Trade Marks Act or any rights of Authorised Users under trade mark legislation in the Territory.

8.4. Notification of infringement

The Licensee must promptly notify the Licensor and provide to the Licensor relevant background facts on becoming aware or suspicious of:

- (a) any registrations of, or applications for registration of, marks that do or may conflict with the Digital ID Trustmark (or any related or similar mark); and
- (b) any infringement, misappropriation, imitation, illegal use or misuse of the Digital ID Trustmark (or any related or similar mark).

8.5. No assurance of protection

The Licensee acknowledges that, except as set out in this Agreement, the Licensor makes no representation or warranty regarding Intellectual Property Rights protection in respect of the Digital ID Trustmark.

8.6. Defence against Infringement Claims

- (a) Subject to this clause 8.6, the Licensor and the Licensee must cooperate to diligently defend the Licensee against any third party infringement claims, demands or actions alleging that the Licensee's use of the Digital ID Trustmark infringes the rights of a third party (**Infringement Claim**).
- (b) The Licensee must promptly inform the Licensor of any Infringement Claim against the Licensee.
- (c) If an Infringement Claim challenges the Licensor's rights in the Digital ID Trustmark, the Licensor has the option to defend the Infringement Claim at its own expense. The Licensee agrees to cooperate with the Licensor with respect to the defence of the Infringement Claim.
- (d) The Licensee has the right to participate and be represented with respect to any Infringement Claim by its own counsel provided that the Licensor gives its prior written consent and the parties agree on payment of costs and any settlement arrangements arising in respect of such an Infringement Claim.
- (e) The Licensee has no right to and shall not make a claim of any kind against the Licensor based on or arising out of the Licensor's handling of or decisions concerning any such Infringement Claim or related settlement or compromise, and irrevocably releases the Licensor from any such claim.
- (f) If:
 - (i) the Licensor does not exercise the option in clause 8.6(c); or
 - (ii) the Infringement Claim does not challenge the Licensor's rights in the Digital ID Trustmark,the Licensee is responsible for defending or otherwise resolving the Infringement Claim. However, the Licensor may intervene in the defence of the Infringement Claim at any time at its own expense.
- (g) The Licensor has the right to approve any settlement that involves the Digital ID Trustmark, and may withhold consent in its absolute discretion.

- (h) Except as otherwise provided in this clause 8.6, each party must bear the costs, fees and expenses it incurs in complying with this clause.

9. Representations and warranties

9.1. Licensor's representations and warranties

The Licensor represents to the Licensee that, to the best of the Licensor's knowledge:

- (a) the Licensor:
 - (i) is the owner of the Digital ID Trustmark; and
 - (ii) has the right to grant the licence set out in this Agreement;
- (b) before the date of this Agreement, to the Licensor's knowledge, no person has asserted that the Licensor's use of the Digital ID Trustmark infringes that person's own rights; and
- (c) the Licensee's use of the Digital ID Trustmark within the scope of the Licence does not infringe the Intellectual Property Rights of any person.

9.2. Licensee's representations and warranties

The Licensee represents and warrants, on behalf of itself, its directors, officers and agents that:

- (a) it has full legal capacity and power to enter into this document and perform its obligations under this Agreement;
- (b) it will only use the Digital ID Trustmark as permitted under this Agreement; and
- (c) it will not interfere with the continued exploitation of the Digital ID Trustmark by the Licensor.

9.3. Indemnities

The Licensee will indemnify, defend and hold harmless, the Licensor, its officers, employees, sub-contractors, agents and Authorised Users from any and all Claims and Loss which are incurred or suffered arising out of or in connection with:

- (a) any of the Licensee's representations or warranties being or becoming incorrect in any respect;
- (b) the Licensee exercising its rights, or performing its obligations, under this Agreement, including use of the Digital ID Trustmark;
- (c) any of the Licensee's obligations under this Agreement being wholly or partly illegal, void, voidable or unenforceable;
- (d) any failure or alleged failure by the Licensee or any sub-licensee of the Licensee to comply with the terms of this document; or
- (e) any Claim or proceeding by another person against the Licensor in connection with the Licensee's exercise of its rights, or performance of its obligations, under this document.

9.4. **Exclusion of liability**

To the full extent permitted by law, the Licensor has and is under no liability (whether in negligence or otherwise) to the Licensee for any Loss or Claim in connection with or relating to the exercise of its rights or obligations under this Agreement, including but not limited to the use of the Trade Mark and the advertising, promotion and use of the Digital ID Trustmark, unless caused by the Licensor's recklessness or wilful misconduct.

10. **Term and termination**

10.1. **Term**

The Term of this Agreement commences on the date on which the Agreement is signed by the Licensee, and unless it is terminated in accordance with clauses 10.2 or 10.3, continues subject to the Licensee complying with the terms of this Agreement.

10.2. **Revocation or suspension of accreditation**

- (a) The parties acknowledge that:
 - (i) The ACCC can revoke the accreditation of an Accredited Entity under the circumstances set out in section 26 of the Digital ID Act (**Revocation Event**) and this Agreement will automatically terminate and the Licensee must stop use of the Digital ID Trustmark within 5 Business Days of the Revocation Event;
 - (ii) The ACCC can suspend the accreditation of an Accredited Entity in accordance with section 25 of the Digital ID Act and the Accredited Entity must not use the Digital ID Trustmark until further notice, unless the suspension is revoked under paragraph (iii) (**Suspension Event**); and
 - (iii) The ACCC may revoke the suspension under section 25(12) of the Digital ID Act and permit the Licensee to reuse the Digital ID Trustmark immediately after the revocation takes effect.
- (b) Nothing in this clause 10.2 limits the parties' rights and obligations under the rest of this Agreement.

10.3. **Termination on other grounds**

- (a) Without limiting clause 10.2, this Agreement will automatically terminate, if the Licensee:
 - (i) breaches any of the Licensee's obligations under this Agreement, including failure to rectify or otherwise address non-compliance in accordance with 4.2(b), and the breach is not remedied within 14 Business Days after the Licensee receives written notice of the breach from the Licensor; or
 - (ii) becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration, or ceases or threatens to cease conducting business in the normal manner, or if a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving, or if a natural person, dies or is incapacitated.

- (b) The Licensor may terminate this Agreement due to a change in policy affecting the use of the Digital ID Trustmark by providing at least 14 Business Days' notice to the Licensee
- (c) Upon termination of this Agreement under this clause 10.3 and unless otherwise agreed in writing by the Licensor, the Licensee must within 10 Business Days (or such other period as agreed in writing with the Licensor) cease all use of the Digital ID Trustmark in any manner whatsoever (including distributing and making available material bearing the Digital ID Trustmark);

10.4. **Effect of termination**

Upon termination of this Agreement:

- (a) the Licensee acknowledges that it will have no right to receive any compensation whatsoever from the Licensor in respect of the termination.
- (b) The Licensee will immediately notify in writing any sublicensees of termination of the Agreement and the effect of termination.

11. **Survival**

Without limiting the clauses which by their nature survive expiry or termination, clauses 2.3(c), 5.1, 5.3 8.1, 8.2, 9.3, 9.4, 10.4 and 11 survive the expiry or earlier termination of this Agreement.

12. **Notices**

12.1. **General**

A notice, demand, certification, process or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender.

12.2. **How to give a communication**

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) emailed to the current email address for notices.

12.3. **Address for notices**

- (a) The particulars for delivery of notices are initially:

The Licensor	Australian Competition and Consumer Commission
Delivery address:	23 Marcus Clarke Street Canberra ACT 2601
Postal Address:	GPO BOX 3131 Canberra ACT 2601
Email:	digitalIDregulator@accc.gov.au
Attention:	Daniel Ramos, General Manager, Digital ID Division

The Licensee

Delivery address:

Postal Address:

Email:

Attention:

- (b) Each party may change its particulars for delivery of notices by written notice to each other party.

13. General

13.1. Legal costs

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of performing its obligations under this Agreement.

13.2. Variation

This Agreement may be varied or replaced by the Licensor giving written notice to the Licensee of not less than 10 Business Days.

13.3. Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right relating to this Agreement.
- (c) No waiver by a party of a right relating to this Agreement will be construed as a continuing waiver.

13.4. Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

13.5. Consent

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Licence Agreement and is not obliged to give its reasons for doing so.

13.6. Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

13.7. Governing law

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in the Australian Capital Territory and the Commonwealth of Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the Australian Capital Territory and in the Commonwealth of Australia and any courts which have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

13.8. Assignment

- (a) The Licensee must not assign or deal with any right under this Agreement without the Licensor's express prior written consent, which the Licensor may withhold at its absolute discretion.
- (b) Any purported dealing in breach of this clause 13.8 is of no effect.

13.9. Severability

- (a) Subject to clause 13.9(b), if a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement.
- (b) Clause 13.9(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (a) scope and nature of this Agreement; or
 - (b) the relative commercial or financial positions of the parties; or
 - (ii) would be contrary to public policy.

13.10. Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

- (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) this or any other document includes the Agreement as novated, varied or replaced and despite any change in the identity of the parties;
 - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (viii) this Agreement includes all schedules and annexures to it; and
 - (ix) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Agreement;
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

13.11. Headings

Headings do not affect the interpretation of this Agreement.

Schedule 1

Item 1 – Digital ID Trustmark

A. Trade Mark:



Australian Trade mark No 2470557

In classes 9, 16, 35, 36, 38, 41, 42, 45 in respect of the goods and services shown at paragraph B below.

B. Goods and Services of the Digital ID Trustmark

Class	Goods / Services
9	Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound and/or images; digital recording media; data processing equipment; computers; computer software; downloadable software applications (apps); electronic publications (downloadable); computer hardware; computer programs (downloadable software); electronic publications including those sold and distributed online; computer apparatus; training materials (apparatus); downloadable podcasts; downloadable webcasts; downloadable audio and audio-visual recordings; computer security and privacy software; electronic verification apparatus; electronic biometric identification apparatus; information verification apparatus being for the purposes of verifying personal information and personal attributes; identification cards (encoded or machine readable); cameras for use in identification; apparatus for decoding (reading) encoded cards; apparatus for data collection; apparatus for data processing; apparatus for sending data;

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- calculators; downloadable computer software and/or downloadable software applications (apps) that facilitate digital security and identity verification, namely, downloadable computer software for building mobile applications that captures facial image data and maintains that information securely within the mobile application; downloadable computer software that facilitates digital security and identity verification, namely, downloadable computer software for building mobile applications that captures government identification documents and maintains that information securely within the mobile application; downloadable software applications (apps) for identity verification; electronic publications (downloadable); computer hardware; computer programs (downloadable software); electronic publications including those sold and distributed online; training materials (apparatus); downloadable podcasts; downloadable webcasts; downloadable audio and audio-visual recordings; computer security and privacy software; electronic verification apparatus being for the purposes of verifying personal information and personal attributes; electronic identification apparatus; information verification apparatus; identification cards (encoded or machine readable); cameras for use in identification; apparatus for decoding (reading) encoded cards; accounting computer apparatus; accounting computer installations; apparatus for data collection; apparatus for data processing; apparatus for sending data; digital certificates
- 16** Printed matter, including printed publications, newspapers, books, periodical publications, magazines, stationery, photographs, posters, instructional, training and teaching materials, register files; registers (printed matter); printed certificates; printed matter for security purposes; printed publications for education; advertisements (printed matter); advertising material being printed matter; audiovisual teaching materials (printed matter); newspapers, pamphlets and news releases; business forms being printed matter; computer program documentation in printed form; instruction manuals (printed matter); materials bearing data in printed form for use with computers; printed business forms; printed data sheets; printed documents; printed forms; printed guides; printed instruction leaflets; printed manuals; printed matter relating to data communication; printed matter relating to instruction programs; printed papers; printed reports; printed specifications; registers (printed matter); user guides in the form of printed matter; user guides in the form of printed matter for use with computers; user manuals (printed matter) for use with computer programs
- 35** Business management; business administration; office functions; retail services; wholesale services; presentation of goods on communication media for retail purposes; search engine optimization for sales promotion; web site traffic optimization; pay per click advertising; updating and maintenance of data in computer databases; classified advertising services; employment advertising services; employment eligibility verification services; employment recruitment and placement services; provision of employment information; job placement; recruitment services; business management assistance; data verification; database management; updating and maintenance of databases; advertising; marketing; market research; promotional services; business management; advisory services relating to business management; business consultancy; business advisory services; business risk management consultancy; computerised data verification; organisation of exhibitions for commercial or advertising purposes; business auditing; commercial or industrial management assistance; provision of information in respect of the aforesaid services; collection, preparation, compilation, processing, retrieval and provision of business information; conduct of business studies and preparation of business reports; market analysis, research and monitoring services for business purposes; business management and organization of facilities and resources; compilation of directories for publishing on the Internet; provision of commercial and business contact information; online data processing services; business management of electronic transactions, digital authentication and verification services and digital
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- certification services; information, consultancy and advisory services relating to all the aforesaid services
- 36** Insurance; financial affairs; monetary affairs; real estate affairs; financial services; banking; online banking; financial services, including enabling transfer of funds to facilitate the purchase of products and services offered by others (all via electronic communications networks), electronic funds transfer services, bill payment services; electronic payment processing services; financial services in relation to payment services using an electronic exchange platform; electronic payment services; financial payment services; distribution and collection of fees and payments (for others); payment administration services; transfer of funds; information services relating to finance and financial services; financial management of the following, namely, electronic transactions, digital authentication and verification services and digital certification services; information, consultancy and advisory services relating to all the aforesaid services
- 38** Telecommunications; telecommunication and communication services including telecommunication of information (including web pages), computer programs and any other data; electronic mail services; provision of telecommunication access and links to computer databases and the Internet; computer services relating to the provision of access to computer databases via a global computer network and other facilities including the provision of a portal on a global computer network; providing access to databases and a global computer network for the retrieval and downloading of information; transmission of information on a wide range of topics, including on-line transmission; computer aided transmission of messages, data and images; electronic, wireless or on-line transmission of reproductions of street and area maps showing geographic locations including streets, houses and businesses; communications in multiple mediums, namely, by electronic means, computer, telephone, mobile phone, electronic mail or via any other telecommunications network; broadcasting services; data casting services; telecommunication services for the collection, transmission, processing and/or storage of messages and data; voice mail and messaging services; SMS services; telecommunication consultancy services; Internet security services; automatic transfer of digital data; secure digital data and message transmission; information, consultancy and advisory services relating to all the aforesaid services
- 41** Education; providing of training; entertainment; sporting and cultural activities; training in digital skills, digital service delivery and the use of technology; arranging and conducting of seminars and conferences; arranging and conducting of workshops (training); design of educational courses; electronic publication of information on a wide range of topics, including computer security, identity verification and privacy; information, consultancy and advisory services relating to all the aforesaid services
- 42** Scientific and technological services and research and design relating thereto; industrial analysis; technical research; providing technical support, consultation and resources in the fields of computer security, identity verification (in the nature of electronic and/or digital signature verification) and privacy; computer software design; computer software development; computer software advisory services; information technology services (computer hardware, software and peripherals design and technical consultancy); platform as a service (Paas); software as a service (SAAS) services, including, services for hosting non-downloadable computer software for use by others that facilitates identity verification and identity proofing to establish a real person's identity based on their biometric facial image; software as a service (SAAS) services, namely, services for hosting non-downloadable computer software for use by others that facilitates identity verification and identity proofing to establish a real person's identity based on a form of government identification; design and development of data processing equipment and
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software; providing technical support, consultation and resources in the fields of computer security, identity verification and privacy; designing and implementing security and privacy requirements in information technology systems for others installation, maintenance and repair of computer software; online provision of non-downloadable web-based software; user authentication services using technology for e-commerce transactions; security risk assessment services relating to computer systems and networks; digital and electronic signature verification services (electronic cryptology services); identity verification relating to computer security; digital identity verification relating to computer security; information, consultancy and advisory services relating to all the aforesaid services

- 45** Security services for the protection of individuals; security services for individuals; security services for the physical protection of tangible property; consultation in the field of data theft and identity theft; consulting and legal services in the field of privacy and security laws, regulations, and requirements; fraud and identity theft prevention service; biometric security services; online privacy management; digital identity access rights management; personal information access rights management; providing authentication of personal identification information; licensing of software; security assessment of risks; legal and procedural compliance services, namely, development of guidelines, standards, policies and best practices in relation to privacy and security; personal welfare and social welfare services rendered by others to meet the needs of individuals; social networking services; online social networking services; Digital identity verification services, including, providing validation of a person's verified identity; identity authentication and verification services; biometric security services; online privacy management; digital identity access rights management; personal information access rights management; providing authentication of personal identification information; licensing of software; security assessment of risks; legal and procedural compliance services, namely, development of guidelines, standards, policies and best practices in relation to privacy and security; information, consultancy and advisory services relating to all the aforesaid services; security services for the physical protection of tangible property; consultation in the field of data theft and identity theft; consulting and legal services in the field of privacy and security laws, regulations, and requirements; fraud and identity theft prevention service; information, consultancy and advisory services relating to all the aforesaid services
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Item 2 – Goods and Services

The Goods and Services are those 'Goods and Services' at Item 1 of the Schedule and include advertising, marketing and promotional services.

For the avoidance of doubt, dissemination of promotional material or online promotional material bearing the Digital ID Trustmark relating to the above Goods and Services is permitted subject to such use falling within the Licensed Purpose.

Item 3 – Form of use of the Digital ID Trustmark

The pages following is *Australia's Digital ID System Accreditation Trustmark Style Guide*.



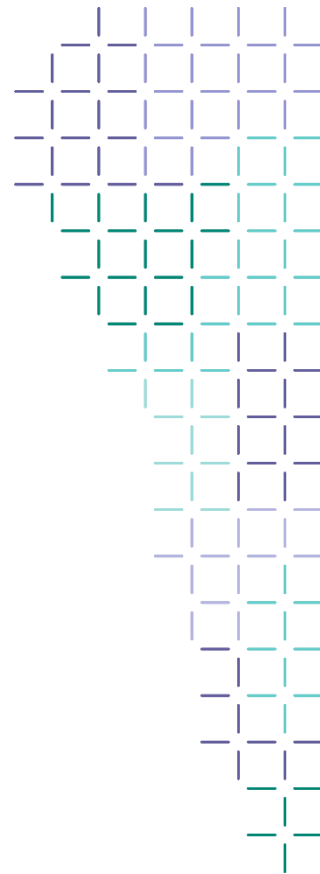
Australian Government

Australia's
**Digital ID
System**

Australia's Digital ID System

Accreditation trustmark – style guide

Version 1.2 December 2024



Enhancing user trust

Accredited entities can use and display the new Digital ID accreditation trustmark, which can be found in Schedule 1 of the [Digital ID Rules](#). Displaying the accreditation trustmark will help users see that your service meets the strict rules and standards under the Accreditation Scheme.

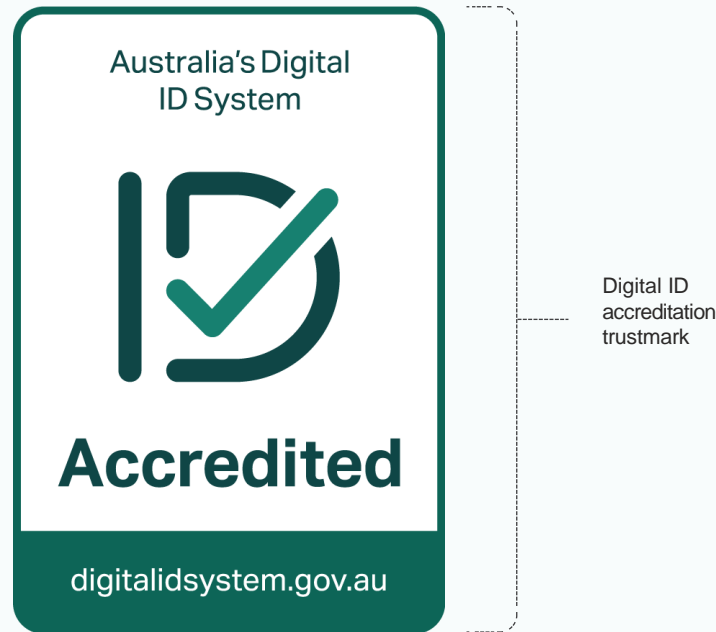
It will not be mandatory to use or display the accreditation trustmark. However, should your organisation choose to do so, you will be required to comply with requirements set out in the Digital ID Rules and this style guide.

Key rules your organisation will need to follow include:

- You must provide a hyperlink or URL to the [Digital ID accredited entities register](#) near the trustmark.
- Ensure that it is clear to a user which service is an accredited service and which service is not an accredited service. The use or display of the accreditation trustmark must be specifically in relation to accredited services provided.
- Cease use or display of the accreditation trustmark within 7 days if your organisation's accreditation is suspended or revoked.

Refer to [the Digital ID Rules Part 5 – Trustmarks](#) for more information on your organisation's obligations and limitations when using or displaying the accreditation trustmark.

If you have any questions about the accreditation trustmark, or need advice for appropriate application, please contact digitalid@finance.gov.au.



Applying the Digital ID accreditation trustmark

Overview

Approved providers must use the artwork files supplied by the Department of Finance.

On white background: JPG

On non-white background: AI, PDF, PNG

Specifications

Size

The mark must be large enough to be noticed easily, but not so large that it overwhelms other elements on the page.

Recommended clear space

To preserve visual independence, and when possible, a clear space should be maintained around the mark equal to half the width (' $1/2 x$ '). Avoid too much clutter or too many other visual elements in this space to ensure the mark stands out against the background.

Please note, the hyperlink or URL to the Digital ID accredited entities register can be placed within this space.

Recommended minimum size

For visual impact and legibility, the recommended minimum size is 120px wide for digital applications and 25mm wide for print. In circumstances where this is not possible, please ensure the size does not impact legibility of the trustmark.

Specifications

Recommended clear space



Recommended minimum size



120px for digital
25mm for print

Placement of the Digital ID accreditation trustmark

Placement

Key rules your organisation will need to follow include:

- You must provide a hyperlink or URL to the [Digital ID accredited entities register](#) near the trustmark.
- Ensure that it is clear to a user which service is an accredited service and which service is not an accredited service. The use or display of the accreditation trustmark must be specifically in relation to accredited services provided.
- Cease use or display of the accreditation trustmark within 7 days if your organisation's accreditation is suspended or revoked.

Refer to [the Digital ID Rules Part 5 – Trustmarks](#) for more information on your organisation's obligations and limitations when using or displaying the accreditation trustmark.

To aid findability, place the mark in a prominent location that users are likely to see – within a layout and/or in the user journey.

For example:

- At points where trust is critical when users are asked to provide information, such as pages for setting up an account or log-in page.
- On promotional artwork, such as for app stores.



Applying the Digital ID accreditation trustmark

Incorrect use

Approved providers must use the artwork files supplied by the the Department of Finance.

On white background: JPG, AI, PDF, PNG, SVG.

On non-white background: AI, PDF, PNG, SVG.

The integrity of the mark must be maintained and the original artwork used with no attempt to recreate it.

The mark must never be distorted or rotated, keeping with the original proportions of the master artwork files.



✗ Do not rotate the mark.



✗ Do not distort the mark.



✗ Do not remove any parts of the mark.



✗ Do not apply drop shadows or other effects to the mark.



✗ Do not place the mark on a busy background.



✗ Do not alter type or add text to the mark.



✗ Do not recolour the mark.



✗ Do not create alternative versions of the mark.



Australian Government

Australia's **Digital ID System**

For further information or clarification on
these guidelines, please contact
digitalid@finance.gov.au

www.digitalidsystem.gov.au

