

NDIA API Terms and Conditions

1. About these Terms

1.1 In these Terms, a reference to:

- (a) **API** is a reference to the National Disability Insurance Agency's application programming interface.
- (b) **End User** means a user of any product developed, marketed or promoted by You which uses the API.
- (c) **NDIA** is a reference to the National Disability Insurance Scheme Launch Transition Agency being a body corporate established under section 117 of the *National Disability Insurance Scheme Act 2013* (Cth) and who delivers the National Disability Insurance Scheme.
- (d) **NDIA Provider** includes both a "registered NDIS provider" and a "registered provider of supports" as those terms are defined by section 9 of the *National Disability Insurance Scheme Act 2013*.
- (e) **NDIS Act** is a reference to the *National Disability Insurance Scheme Act 2013* (Cth).
- (f) **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth).
- (g) **Privacy Act** is a reference to the *Privacy Act 1988* (Cth).
- (h) **Protected Agency Information** has the same meaning as in the *National Disability Insurance Scheme Act 2013* (Cth).
- (i) **You** or **Your** or **I** is a reference to the NDIA Provider agreeing to these Terms.
- (j) **Your Personnel** is a reference to Your officers, employees, contractors, agents and any other person over whom You exercise control or direction.

1.2 These Terms set out the basis on which You undertake to access the API.

1.3 The NDIA may amend these Terms with 3 days' notice to You. If You access or use the API after this time, You will be taken to agree to the amended Terms.

2. Grant of Access

2.1 To access the API, You must provide any information requested by the NDIA to assess Your suitability to be granted access to the API. The information requested may include (but is not limited to) information regarding Your identity and Your contact details and

information about Your ICT systems. By accessing the API, You represent and warrant to the NDIA that any information You have provided was and remains accurate.

- 2.2 By accessing the API, You represent and warrant to the NDIA that You will comply with all relevant Terms, including the authorised use provisions of this agreement.
- 2.3 Upon receiving and reviewing Your application, the NDIA will determine (at its sole discretion) whether to grant or refuse You access to the API. The NDIA will notify You of the outcome of Your application but is not required to provide reasons for its decision.
- 2.4 If granted access to the API, You will ensure that the information You have provided to the NDIA remains accurate and advise if, due to a change in Your operation or the services You provide, or any other reason, Your access should be revoked.
- 2.5 Your right to access to the API is a non-transferable, non-exclusive right granted solely for use consistent with these Terms.
- 2.6 You must take reasonable steps to ensure that no person other than You and Your Personnel accesses the API with Your credentials and that You do not use the API for any purpose contrary to these Terms.
- 2.7 The NDIA may monitor all actual or attempted access to, and activity within, the API.
- 2.8 The NDIA may revoke Your access to the API at any time at its sole discretion. It is not required to provide reasons for a decision to revoke Your access. The NDIA is not responsible for any loss caused by its revocation of Your access to the NDIA.

3. Use of the API

- 3.1 You must not, and You must ensure that Your Personnel and End Users do not, use the API for any activity which:
 - (a) constitutes a breach of any law;
 - (b) is likely to cause loss or damage to any person; or
 - (c) results in the transmission of false, misleading, defamatory or otherwise objectionable material.
- 3.2 The NDIA may provide resources for developers on its website in relation to the API. You acknowledge that:
 - (a) the NDIA is not responsible for any loss or damage caused by reliance on or use of those resources; and
 - (b) the NDIA does not provide any other technical assistance for use of the API.

4. Privacy and Protected Agency Information

- 4.1 The API allows access to information that is Personal Information within the meaning of the Privacy Act and Protected Agency Information.
- 4.2 You must ensure that End Users must acknowledge that the unauthorised collection, use or disclosure of information within the API is a criminal offence prior to accessing information from the NDIA via the API.
- 4.3 You will immediately notify, and comply with any reasonable direction from, the NDIA, in connection with the use of the API if You become aware of a breach or possible breach of

Your obligations under the Privacy Act or NDIS Act by You, Your Personnel, Your End Users or any other person.

5. Continuity of Access

- 5.1 The NDIA does not warrant that Your access to the API will be continuous or fault free. However, the NDIA will use reasonable endeavours to provide a consistent level of service.
- 5.2 The NDIA expects that You will promptly report any loss of, or fault in, Your access to the API to the NDIA.
- 5.3 The NDIA may immediately suspend Your access to the API if the NDIA believes that suspension is necessary to prevent or lessen a risk to the security or integrity of any of the NDIA's systems.
- 5.4 The NDIA may modify or alter the API at any time without notice. The NDIA does not guarantee that new versions of the API will be backwards compatible.

6. Intellectual Property

- 6.1 The NDIA grants You a revocable, non-exclusive licence to use the API for the duration of this Agreement. You do not acquire ownership of any rights in the API or any of the data accessed by using the API.
- 6.2 By accessing the API, You grant the NDIA a revocable, non-exclusive licence to collect, use and disclose the information You provide through the API for:
 - (a) the purposes of facilitating access to the API; and
 - (b) any other use which is permitted by law.
- 6.3 If You revoke the licence referred to in clause 6.2, this Agreement will, by mutual agreement, be immediately terminated.

7. Liability and Indemnity

- 7.1 You acknowledge that, to the extent permitted by law, the NDIA is not liable to You, Your Personnel and End Users for any loss or damage (however described) that is directly or indirectly related to:
 - (a) accessing or using the API; or
 - (b) the unavailability of the API.
- 7.2 You agree to indemnify the NDIA for any loss or damage (however described) suffered by a third person arising from or related to:
 - (a) any flaw or defect (whether caused by negligence or not) in software developed by You which uses or accesses the API;
 - (b) any breach of intellectual property rights;
 - (c) any breach by You of the Terms; or
 - (d) any act of an End User which constitutes a breach of privacy or Protected Agency Information.

8. Governing Law

- 8.1 These Terms are governed by the law in force in the Australian Capital Territory, Australia.
- 8.2 You agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, Australia in respect of any dispute under these Terms.

9. Execution

- 9.1 By signing, You agree to be bound by these Terms.

Executed by **[insert name of NDIA Provider]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director