

# my NDIS Provider Portal

## Terms and Conditions

### About these terms

1. The portal is a reference to the National Disability Insurance Agency's my NDIS provider portal.
2. NDIA is a reference to the National Disability Insurance Scheme Launch Transition Agency being a body corporate established under section 117 of the NDIS Act and who delivers the National Disability Insurance Scheme.
3. NDIS Act is a reference to the National Disability Insurance Scheme Act 2013 (Cth).
4. Personal information has the same meaning as in the Privacy Act.
5. Privacy Act is a reference to the Privacy Act 1988 (Cth).
6. Protected Agency Information has the same meaning as in the NDIS Act.
7. Registered provider means a "registered NDIS provider" and a "registered provider of supports" as those terms are defined by section 9 of the NDIS Act.
8. Terms means these NDIA my NDIS provider portal Terms and Conditions as amended from time to time in accordance with clause 1.3.
9. You or your or I is a reference to the user agreeing to these Terms.
10. Your personnel are a reference to your officers, employees, contractors, agents and any other person over whom you exercise control or direction.
11. Your Software is a reference to software developed or used by you to access or use the portal.
12. These Terms set out the basis on which you undertake to access the portal. You acknowledge and agree that if the NDIA provides you with access to the portal in accordance with these Terms, that access is given to you in consideration of your agreement to these Terms.
13. The NDIA may amend these Terms with 3 days' notice to you. If you access or use the portal after this time, you will be taken to agree to the amended Terms.

### Grant of access

1. The NDIA will determine (at its sole discretion) whether to grant or refuse access by you and your personnel.
2. Before being granted access to the portal in the production environment you may be required to comply with additional conditions, as advised by the NDIA.
3. The NDIA may grant you and your personnel access subject to conditions that you must comply with, and those conditions are in addition to the conditions set out in these Terms. The NDIA will notify you of the outcome of your application but is not required to provide reasons for its decision.
4. By accessing the portal, you represent and warrant to the NDIA that:
	* + - 1. any information you have provided was and remains true, complete and accurate; and
				2. You will comply with these Terms.
5. You are responsible for maintaining up-to-date and accurate information with the NDIA (including a current e-mail address and other required contact information). If granted access to the portal:
	* + - 1. You must promptly advise the NDIA of any change to your operation or the services you provide that would change the information provided in your application or information subsequently provided to the NDIA; and
				2. the NDIA may require you to resubmit the technical questionnaire completed as part of your application on a periodic basis.
6. The NDIA will not charge a fee for you or your personnel to access the portal.
7. The development and use of your software and the performance of your obligations under these Terms are at your sole cost and expense.
8. The NDIA may monitor and collect information about all actual or attempted access to, and activity within, the portal.
9. The NDIA will collect, use, disclose and store any personal information about you and your personnel in accordance with our [Privacy Policy](https://www.ndis.gov.au/about-us/policies/privacy) and the rules contained in the National Disability Insurance Act 2013 (Cth).

### Use of the portal

1. We may, from time-to-time, monitor and review the information on the portal for the purposes of ensuring that the portal is working as it should, to investigate complaints or possible misuse of the portal.
2. You must not, and you must ensure that your personnel do not, use the portal for any activity which:
3. constitutes a breach of any law;
4. constitutes a breach of any applicable requirements of the Australian Government Information [Security Manual](https://www.cyber.gov.au/ism) or [Australian Government Protective Security Policy Framework](https://www.protectivesecurity.gov.au/);
5. is likely to cause loss or damage to any person, the portal or the NDIA's systems; or
6. results in the transmission of false, misleading, defamatory or otherwise objectionable material.
7. You must take reasonable steps to ensure that no person other than you and your personnel accesses the portal with your credentials and that you do not use the portal for any purpose contrary to these Terms.
8. The NDIA may provide resources for you on its website in relation to the portal. You acknowledge that the NDIA:
9. is not responsible for any loss or damage caused by reliance on or use of those resources; and
10. does not provide any other technical assistance for use of the portal.
11. You must diligently and promptly correct any material bugs or faults in your software that cause it to incorrectly access the portal or display the portal content incorrectly.
12. You must provide any information requested by the NDIA in relation to your access to and use of the portal, including, but not limited to, portal access logs for a minimum period of 3 months prior to the date of the NDIA's request for information.

### Privacy and protected Agency information

* 1. The portal allows access to information that is personal information and Protected Agency Information.
	2. You and your personnel must acknowledge, prior to accessing information from the NDIA via the portal, that the unauthorised collection, use or disclosure of information within the portal is a criminal offence.
	3. You will immediately notify, and comply with any reasonable direction from, the NDIA, in connection with the use of the portal if you become aware of a breach or possible breach of your obligations under the Privacy Act or NDIS Act by you, your personnel or any other person.

### Continuity of acces

The NDIA provides you and your personnel with access to the portal on an "as is" and "as available" basis. The NDIA does not warrant that access to the portal by you and your personnel will be continuous or fault free. However, the NDIA will use reasonable endeavours to provide a consistent level of service.

You must promptly report to the NDIA:

1. any loss of, or fault in, your access to the portal ; and
2. any event which has compromised or may have comprised the security or integrity of the portal or the NDIA's servers, systems or networks providing the portal, or any of the NDIA's data.

You must provide all assistance reasonably requested by the NDIA to respond to and protect against a risk to the security or integrity of any of the NDIA's servers, systems, networks or data.

The NDIA may immediately suspend access to the portal by you or your personnel 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.

The NDIA may modify or alter the portal at any time without notice. The NDIA does not guarantee that new versions of the portal will be backwards compatible. However, the NDIA will endeavour to provide reasonable notice to you to enable you to test your software against the modified or altered portal if the new version of the portal is not backwards compatible.

### Intellectual property

1. The NDIA grants you a revocable, non-transferable, non-exclusive licence to use the portal for the duration of your access to the portal. You do not acquire ownership of any rights in the portal or any of the data accessed by using the portal.
2. By accessing the portal, you grant the NDIA a revocable, non-exclusive licence to collect, use and disclose the information you provide through the portal for:
3. the purposes of facilitating access to the portal; and
4. any other use which is permitted by law.
5. If you revoke the licence referred to in clause 6.2, the parties acknowledge and agree that the Terms will, by mutual agreement, be immediately terminated.

### Liability and indemnity

1. You acknowledge that, to the extent permitted by law, the NDIA is not liable to you or your personnel for any loss or damage (however described) that is directly or indirectly related to:
	1. accessing or using the portal; or
	2. the unavailability of the portal.
2. You agree to indemnify the NDIA for any loss or damage (however described) suffered by a third party arising from or related to:
	1. any flaw or defect (whether caused by negligence or not) in your software;
	2. any breach of intellectual property rights; or
	3. any breach by you of these Terms.

### Termination of access

1. The NDIA may terminate access to the portal by you and/or your personnel at any time at its sole discretion. The NDIA is not required to provide reasons for a decision to terminate access to the portal. The NDIA is not responsible for any loss caused by its termination of access to the portal.
2. You may stop using the portal at any time with or without notice. Further, if you want to terminate these Terms, you must provide the NDIA with prior written notice and upon termination, cease accessing or using the portal, and ensure that your personnel cease accessing or using the portal.

### Governing law

* 1. These Terms are governed by the law in force in the Australian Capital Territory, Australia.
	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.