



Terms and Conditions – Digital Platforms

1. Purpose of document

- 1.1. This document sets out the terms and conditions governing access and use of the following Digital Platforms the National Disability Insurance Agency (**NDIA**) has available to enable NDIS Participants and their authorised representative/s to communicate with the NDIA, access information about their NDIS plan and budget, and to make a claim for Supports:
 - (a) The 'my NDIS participant portal';
 - (b) The 'myplace portal'; and
 - (c) The 'my NDIS' mobile application (the App).
- 1.2. Access and use of any of the NDIA's Digital Platforms is voluntary.
- 1.3. By accessing or using any of the platforms, you agree to be bound by these terms and conditions.
- 1.4. If you do not comply with these terms in accessing and using any of the Digital Platforms, including any terms requiring you to communicate respectfully with the NDIA and its staff, the NDIA may stop you from using any or all of these platforms.

2. Who can access and use the Digital Platforms

The NDIA's Digital Platforms are only available for access and use by:

- (a) [NDIS Participants](#),
- (b) NDIS Participant's Nominee/s, or
- (c) NDIA Participant's Child Representative/s.

3. Licensing requirements and related matters

- (a) If you are a person that falls in the scope of clause 2 above, and subject to the terms of this document, the NDIA grants you a non-exclusive, non-transferable and perpetual licence to access and use the Digital Platforms on:
 - i. any device that you own or control, or
 - ii. if the App has been acquired through the iOS App Store, any Apple-branded device that you own or control, and Apple-branded devices attached to any accounts associated with you via Family Sharing or volume purchasing as permitted by the Usage Rules set forth in the iOS App Store Terms of Service (which can be viewed at <http://www.apple.com/legal/itunes/au/terms.html>).
- (b) The licence granted above can however be terminated at any time, if you:
 - i. are in breach of any term of this document, or threaten to breach any such term;
 - ii. destroy the Digital Platforms for any reason, or threaten to do so; or
 - iii. elect to do this in writing, andif terminated:

- iv. you will be required to destroy any remaining copies of the Digital Platforms and any associated documentation or otherwise return or dispose of such material in the manner directed by the NDIA; and
 - v. termination will not affect any rights or remedies which the NDIA may have otherwise under this document or at law.
- (c) You acknowledge and agree that:
- i. From time to time, the Digital Platforms or certain functionality of the platforms may require Updates and if so:
 - 1. This document will govern any such Updates, unless the Update is accompanied by a separate licence supplied by the NDIA, in which case the terms of that licence will apply.
 - 2. Any such Updates may be used to add, remove, modify or otherwise alter features of the Digital Platforms at the NDIA's sole discretion, and that such changes will not be a breach of this document.
 - 3. Any such updates may be provided in such a manner that the platforms cannot be reverted to their previous state.
 - ii. To access and use the Digital Platforms or certain functionality available through these platforms and in accordance with the licence:
 - 1. You may be required to install, update, access and/or use certain third-party services or software on your device, and
 - 2. Your device will be required to be connected to the internet, andif you are unable or unwilling to comply with the above as needed, you may be unable to access or continue accessing and use the relevant platforms and/or functionality.
- (d) You are responsible for:
- i. Ensuring your device is connected to the internet.
 - ii. Your installation and use of the Digital Platforms does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service.
 - iii. Ensuring you have read and understood any applicable third-party agreement terms which may apply to enable installation, updating, access and/or use of the Digital Platforms;
 - iv. Complying with any applicable third-party agreement terms.
 - v. Any fees arising in relation to the use of third-party services or software.
- (e) The NDIA:
- i. Is not responsible for the activities of any third parties.
 - ii. Is not obliged to support the Digital Platforms, whether by providing advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to your use of them.
 - iii. May cease offering any or all of the Digital Platforms or functionality at any time, and nothing in this document limits the NDIA's ability to suspend, change, repair or close them down.
 - iv. May provide you with the option to test new versions of, or functionality in the platforms which is yet to be completed and released to the general public, and if you agree to participate in such testing:
 - 1. Any such version remains subject to this document, may feature software bugs or other issues because of its incomplete nature and remains subject to change without notice.
 - 2. You should report any issues you experience while using these versions to the NDIA.

4. Usage, security, privacy and other requirements

4.1 Usage

You must ensure that if you are a:

- (a) NDIS Participant, you only sign in to the Digital Platforms using your own NDIS account;
- (b) Nominee or Child Representative, that:
 - i. you act at all times in accordance with any relevant authorisation of the NDIS Participant for whom you are Nominee or Child Representative;
 - ii. you only sign in to the Digital Platforms using the appropriate Linked NDIS account and do not use the relevant NDIS Participant's credentials to log in; and
- (c) in all cases, you only sign in, access and use the Digital Platforms on your own device and do not allow other people to use the Digital Platforms while logged in, unless this document otherwise permits it.

4.2 Security

You acknowledge and agree that you are responsible for:

- (a) protecting the security of your device once logged in to any of the Digital Platforms, including the confidentiality of any passwords and biometric authentication features used to limit access; and
- (b) any activities engaged in using your account, whether or not access is authorised by you.

4.3 Privacy

In accessing or using the Digital Platforms we will collect, use, disclose and handle any personal information you provide through or in connection with your access and use of any of the Digital Platforms in accordance with our [Privacy Policy](#), the Privacy Notice that is made available to you when you register and sign in to use the relevant Digital Platform/s and which is available here, and in accordance with the *National Disability Insurance Scheme Act 2013* (NDIA Act) and *Privacy Act 1988* (Cth).

4.4 Existing obligations

- (a) Your use of any of the Digital Platforms does not:
 - i. affect or reduce any obligation owed to you by any government agency;
 - ii. reduce any obligation you owe to any such agency.
- (b) The terms set out in this document do not replace or negate any other terms, conditions or legal requirements that may apply to:
 - i. your use of any other app or website, including those offered by other Government Agencies or third-party software suppliers;
 - ii. your participation in the NDIS;
 - iii. your relationship with NDIS Providers; or
 - iv. the delivery of Supports.

4.5 Reliance

- (a) You should not rely on any material available in the Digital Platforms in place of independent professional advice relevant to your particular circumstances.
- (b) The Digital Platforms are subject to the disclaimer statement published on the NDIA's website, at <https://www.ndis.gov.au/about-us/policies/disclaimers>

4.6 Linked websites and apps

The Digital Platforms may contain links to external websites or other software applications, including for other government agencies or websites belonging to other legal persons. Where this is the case:

- (a) the NDIA takes reasonable care in providing such links, but has no direct control over the content presented in those websites or apps, or the availability of those websites or apps. Any information on a linked website or app is provided 'As Is';
- (b) the NDIA makes no representation that the material on any linked websites or apps does not infringe the Intellectual Property rights or any other rights of any person. The NDIA does not authorise the reproduction of such material;
- (c) the NDIA does not endorse or recommend any links to external websites or apps, or third-party content, including products and services offered by, from or through those websites or apps or their content; and
- (d) the NDIA cannot control the way these websites or apps work and is not responsible for any problems or loss that arises in relation to your access and use of any such websites or apps, including in relation to the security of information on other government agency systems.

4.7 Limitation of liability

To the fullest extent permitted by applicable law, the NDIA does not accept liability for any claims or losses arising directly or indirectly from:

- (a) a failure to provide any of the Digital Platforms or any associated service, or any part thereof;
- (b) corruptions to or loss of data, errors or interruptions occurring in the course of using, or as part of, any of the Digital Platforms or any associated service; or
- (c) any suspension or discontinuance of the platforms, any associated service, or part thereof.

5. Your obligations

5.1 User submitted material

You acknowledge and agree that the Digital Platforms may enable you to submit materials to the NDIA and that:

- (a) you must not submit any materials that:
 - i. contain or disclose confidential or sensitive information about someone else;
 - ii. are the Intellectual Property of another person without their express permission to do so;
 - iii. defame, mislead, or deceive another person (or might do so), or are false;
 - iv. are insulting, menacing, harassing, malicious or hateful;
 - v. are pornographic, abusive, provocative, obscene, or offensive;
 - vi. identify matters that are currently the subject of legal proceedings or would break a court's non-publication order;
 - vii. are unlawful, discriminatory, threatening, incite violence, or may incite hatred on the basis of any personal characteristic, including on the basis of race, gender, marital or domestic status, disability, sexuality or age;
 - viii. contain information about a person unless you have the relevant person's permission; or
- (b) any information or material submitted by you using the Digital Platforms will be treated by the NDIA in the same manner as information it receives from you via other channels, and the NDIA can use such material without compensation to you or any other party;
- (c) you must not provide false or misleading information to the NDIA via the Digital Platforms or any other channel;
- (d) you grant the NDIA a perpetual, irrevocable, licence-fee free, royalty free, worldwide, non-exclusive, sub-licensable right to use any Intellectual Property and other information or material submitted by you using the Digital Platforms, for the purpose of operating the Digital Platforms and otherwise administering the NDIS and discharging the functions of the NDIA;

- (e) you should retain your own copies of any material or information submitted via the Digital Platforms, as the NDIA does not warrant that it will continue to be available to you via the platforms in future;
- (f) you will not knowingly transmit any material which contains viruses or other computer code, files or programs which are designed to limit or destroy the functionality of other computer software or hardware; and
- (g) using the Digital Platforms does not change any of your obligations to provide information, documentation or any other materials to the NDIA. You are not excused from any requirement to provide any materials to the NDIA if you are unable to access associated functionality provided in the Digital Platforms for any reason.

5.2 Restricted parties

You warrant and represent that the following statements are true and correct:

- (a) you are not located in a country that is subject to an embargo by the governments of either the United States of America ('USA') or the Commonwealth of Australia ('Commonwealth');
- (b) you are not located in a country that has been designated by the governments of either the USA or the Commonwealth as a 'terrorist supporting' country; and
- (c) you are not included on any list of prohibited or restricted parties by the governments of either the USA or the Commonwealth.

5.3 Restrictions

You must not:

- (a) attempt to disrupt the normal operation of the Digital Platforms, or any infrastructure operated by the NDIA or other business activities of the NDIA;
- (b) attempt to gain unauthorised access to the Digital Platforms;
- (c) make any automated use of the Digital Platforms;
- (d) impersonate any other person, or falsely state or misrepresent your connection with a person, in using of the Digital Platforms;
- (e) use the Digital Platforms to engage in or encourage conduct that may, or does constitute a criminal offence, gives rise to civil liability, or otherwise violates any law;
- (f) use the Digital Platforms to abuse, harass, stalk, threaten, spam or offend, or otherwise be discourteous or disrespectful to, others;
- (g) do anything that will intentionally or recklessly damage the Digital Platforms;
- (h) copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the whole or any part of the platforms, or any output from, or any files related to the Digital Platforms, unless otherwise permitted by law or this document; and
- (i) in the case of the App, rent, lease, lend, sell, transfer, redistribute or sublicense it, or (except as permitted by the iOS App Store Terms of Service) make it available over a network where it could be used by multiple devices at the same time. If you sell or otherwise dispose of, transfer or assign any devices containing the App, any copies of the App must be removed before doing so.

6. App Specific requirements.

- (a) **If you obtained the App from the iOS App Store**, you and the NDIA acknowledge and agree:
 - i. this document applies between you and the NDIA only, and not with Apple Inc. (Apple), and the NDIA, not Apple, is solely responsible for the App and its content;
 - ii. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, either under this document or applicable law;

- iii. the NDIA, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App.
 - iv. in the event of any third-party claim that the App or possession and/or use of the App by you infringes that third party's Intellectual Property rights, the NDIA, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim;
 - v. Apple, and Apple's subsidiaries, are third party beneficiaries of this document; and
 - vi. upon your acceptance of this document, Apple will have the right (and will be deemed to have accepted the right) to enforce this document against you.
- (b) **If you obtained the App from the Google Play App Store**, you and the NDIA acknowledge and agree the same as set out at 7.1(a), with the exception that all references to Apple are to be read as Google.

7. Warranty

- (a) You acknowledge that the Digital Platforms cannot be guaranteed to be error free and further acknowledge that the existence of any such errors will not constitute a breach of this document.
- (b) Except as expressly provided to the contrary in this document, and to the full extent permitted by applicable law, the NDIA will not be liable to you for any loss, including special, indirect or consequential damages (such as loss of profits), or claim, arising out of breach of this document or arising out of the supply of defective Digital Platforms.
- (c) Without limiting the preceding paragraph, to the full extent permitted by applicable law, the NDIA's liability for any term, condition, guarantee or warranty that is implied by law and cannot lawfully be excluded by the NDIA, including the consumer guarantees set out in the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and all similar or equivalent legislation, rules and regulations is limited to (at the NDIA's option):
 - i. in the case of goods, including the App (to the extent the App is considered a good under applicable law) – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
 - ii. in the case of services – supplying the services again or paying the cost of having the services supplied again.
- (d) Without limiting or affecting any other provision of this document, to the full extent permitted by applicable law, the NDIA's maximum aggregate liability to you for any losses you incur or claims you make against us is limited to the sum of A\$10.
- (e) You acknowledge that you have exercised your independent judgment in acquiring the App and have not relied on any representation made by the NDIA which has not been stated expressly in this document or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by the NDIA.
- (f) If you purchased the App from the iOS App Store, in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you. You acknowledge that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, damages, costs or expenses attributable to any failure to conform to any warranty will be dealt with by the NDIA in accordance with this document.

8. Intellectual Property

- (a) You acknowledge and agree that this document does not constitute a transfer or conveyance of any Intellectual Property owned by the NDIA as at the date of this document or at any time thereafter, including all intellectual property associated with any of the following, or part thereof:
 - i. the Digital Platforms, their functionality, features and content,

- ii. any Updates or materials provided by the NDIA via the platforms,
and that NDIA owns the Intellectual Property in the above.
- (b) You will not during or at any time after the termination of this document undertake or permit any act which infringes or attempts to infringe those intellectual property rights and, without limiting the generality of the foregoing, you specifically acknowledge that you must not copy the Digital Platforms except as otherwise expressly authorised or acknowledged by this document.

9. Security

- (a) Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst the NDIA strives to protect such information, it does not warrant and cannot ensure the security of any information transmitted to it by you. Accordingly, any information transmitted to the NDIA is transmitted at the risk of the sender. Nevertheless, once NDIA receives transmissions from you it will take reasonable steps to preserve the security of such information.
- (b) You must take your own precautions to ensure the process which you employ for accessing the Digital Platforms does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your device/s. The NDIA does not accept responsibility for any interference or damage to a device/s which arises in connection with platforms use.

10. General

10.1 Amendment

The NDIA reserves the right to amend, revise or replace this document from time to time. Amendments, revisions and replacements will be effective immediately upon posting through the Digital Platforms or at [NDIS Mobile Application | NDIS](#), as appropriate, unless otherwise specified. Continued use of the Digital Platforms following such notification represents your agreement to be bound by the terms of this document as amended, revised or replaced, and your understanding and acceptance of the amended, revised or replaced document.

10.2 Assignment

- (a) You cannot assign, novate or otherwise transfer any of your rights or obligations under this document without the prior written consent of the NDIA, which consent can be granted or withheld in the absolute discretion of the NDIA.
- (b) The NDIA can assign, novate or otherwise transfer any of its rights or obligations under this document at its sole discretion, without notice to you.
- (c) An assignment in breach of this clause 10 will be void and of no force and effect.

10.3 Waiver

- (a) A waiver of a right, remedy or power by the NDIA must be in writing and signed by the NDIA.
- (b) The NDIA does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.
- (c) A waiver given by the NDIA in accordance with clause 10.3(a):
 - i. is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion;
 - ii. does not preclude the NDIA from enforcing or exercising any other right, remedy or power under this agreement nor is it to be construed as a waiver of any other obligation or breach.

10.4 Severance

If a provision in this document is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this document for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this document.

10.5 Governing law and jurisdiction

This agreement is governed by and is to be construed under the laws in force in the Australian Capital Territory (ACT). Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the ACT and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis the process has been brought in an inconvenient forum.

10.6 Further assurances

You agree that you will, at your own expense, do all things and execute all further documents necessary to give full effect to this agreement and the transactions contemplated by it.

10.7 No reliance

You acknowledge and agree that you have not relied on any statement by the NDIA which has not been expressly included in this document.

10.8 Entire agreement

This document constitutes the entire agreement between you and the NDIA regarding access and use of the Digital Platforms, and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

10.9 Exercise of rights

The NDIA may impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this document. You must comply with any such conditions when relying on the consent, approval or waiver.

10.10 Clauses that survive termination

Any clause which by its general nature is intended to survive termination of this document will survive, and without limitation includes clauses 3, 4.4, 4.7, 5.3, 6, 7, 8, 9, 10.

10.11 Interpretation

In this document unless a contrary intention is expressed:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
- (c) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause implies that performance of part of an obligation equals performance of the obligation;
- (d) a reference to a document (including this document) includes all amendments or supplements to, or replacements or novations of, that document;
- (e) a reference to a party to any document includes that party's successors and permitted assigns;
- (f) a reference to time is to ACT time;
- (g) a provision of this document may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this document or the preparation or proposal of that provision;

- (h) a reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (i) a reference to 'A\$' is a reference to the lawful currency of the Commonwealth.

11. Definitions

Child Representative	has the meaning given at section 9 of the NDIS Act.
Intellectual Property	means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) including (but not limited to) rights in respect of or in connection with: <ul style="list-style-type: none"> (a) any related confidential information, trade secrets, know-how or any right to have information kept confidential; (b) copyright (including future copyright and rights in the nature of or analogous to copyright); (c) trade marks, service marks, and other related marks; and (d) all associated goodwill, whether or not existing at the date you agree to these terms and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.
Linked NDIS Account	means an account created to access the relevant Digital Platform as a Nominee or Child Representative.
NDIS	means the National Disability Insurance Scheme, established under the NDIS Act.
NDIS Account	means an account created to access the relevant Digital Platform.
NDIS Provider	has the meaning given at section 9 of the NDIS Act.
Nominee	has the meaning given at section 9 of the NDIS Act.
Participant	as above.
Protected Agency Information	as above.
Supports	as above.
Update	means an update supplied by the NDIA that replaces or supplements any aspects of the original Digital Platforms.

12. Contact

The NDIA can be contacted about this document or any of the Digital Platforms, as follows:

GPO Box 700, Canberra, ACT 2601

1800 800 110

[Email us](#)

[Contact Us](#)

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