



# NDIS myplace provider portal Terms and Conditions

## Terms and Conditions

### 1. About these terms

- 1.1. The terms of this document govern the relationship between the licensee (you) and the National Disability Insurance Scheme Launch Transition Agency (NDIA) in respect of use of the App by you.
- 1.2. In order to use the App you must agree to the terms set out in this document. The App is offered for use by you on the condition that you read and accept this document and agree to be bound by its terms.
- 1.3. By using or accessing the App, you are considered to have accepted the terms set out in this document. If you do not agree with or otherwise do not wish to accept the terms set out in this document, do not install, use or access the App.
- 1.4. Using the App is voluntary. You can continue to interact with the NDIA via the other means listed on our website at <https://www.ndis.gov.au/contact> if you do not agree to the terms set out in this document, or would otherwise prefer not to use the App.
- 1.5. In order to use the App, you need to already be registered with the NDIA as an NDIS Participant, or the Nominee or Child Representative of a Participant. That process is handled separately. Please refer to the NDIS website at <https://www.ndis.gov.au> for more information.
- 1.6. This document does not replace or negate any other terms or conditions that may apply to:
  - a) your use of any other app or website, including those offered by other Government Agencies;
  - b) your participation in the NDIS;
  - c) your relationship with NDIS Providers; or
  - d) the delivery of Supports.

### 2. Grant of access

- 2.1 These Terms govern your access to and use of the Portal.
- 2.2 The NDIA may grant You access subject to conditions that You must comply with that are in addition to the conditions set out in these Terms.
- 2.3 By accessing the Portal, You represent and warrant to the NDIA that:
  - a) You are registered to access the Portal
  - b) You have read, understood and agree to comply with these Terms; and
  - c) any information You have provided to the NDIA was and remains true, complete and accurate.
- 2.4 The NDIA will not charge a fee for You to access the Portal.

The NDIA may monitor and collect information about all actual or attempted access to, and activity within, the Portal.

### 3. Use of the portal

3.1 You must not use the Portal for any activity which:

- a) constitutes a breach of any law;
- b) is likely to cause loss or damage to any person or the NDIA's systems; or
- c) results in the transmission of false, misleading, defamatory or otherwise objectionable material.

3.2 You must take reasonable steps to ensure that no person other than You accesses the Portal with Your credentials and that You do not use the Portal for any purpose contrary to these Terms.

3.3 The NDIA may provide resources for You on its website in relation to the Portal. You acknowledge that the NDIA:

- a) is not responsible for any loss or damage caused by reliance on or use of those resources; and
- b) does not provide any other technical assistance for use of the Portal.

3.4 The NDIA 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. You must not:

- a) access the Portal outside Australia; or
- b) transfer, store or access any of the data accessed by using the Portal outside Australia;

unless the NDIA gives its prior written approval (noting that the NDIA is not under any obligation to give approval). You must comply with any directions given by the NDIA when providing any such approval.

### 4. Security

4.1 The development of this Portal is coordinated by the NDIA, however, some interactions with this Portal occur on systems under the control of other Participating Agencies. The NDIA is responsible for:

- a) the security of information while it is collected by, stored on, or passing through our systems; and
- b) the security of the links from our systems to systems under the control of Participating Agencies.

4.2 Participating Agencies are responsible for the security of information while it is collected by, stored on, or passing through systems within their control.

4.3 The NDIA strives to protect information You provide on this Portal. The NDIA will use all reasonable endeavours to ensure that this Portal and Your information are not compromised. However, the NDIA cannot guarantee that no Harmful Code will enter the Portal.

4.4 Access and use of this Portal is at Your own risk.

Where connection to a system or website outside our control compromises the objectives of this Portal, the NDIA may sever links to that website or system.

## 5. Privacy and Protected Agency Information

- 5.1 The Portal allows access to information that is Personal Information and Protected Agency Information.
- 5.2 You acknowledge, prior to accessing information from the NDIA via the Portal, that the unauthorised recording, use or disclosure, solicitation of disclosure, or offering to supply, Protected Agency Information is a criminal offence under the NDIS Act.
- 5.3 You must not do any act or engage in any practice in relation to Protected Agency Information that is a breach of, or an offence under, the NDIS Act.
- 5.4 You must not obtain, record, disclose, supply, use or otherwise deal with Protected Agency Information in any way, except where permitted by the NDIS Act.
- 5.5 You must notify the NDIA if You become aware that a disclosure of Protected Agency Information may be required by law. You must only disclose such information where permitted by the NDIS Act, including section 67G of the NDIS Act.
- 5.6 You must take all reasonable measures to ensure that:
  - a) You only access Protected Agency Information and Personal Information you are authorised to access; and Protected Agency Information and Personal Information is protected against misuse, interference, loss, unauthorised access, modification and disclosure.
- 5.7 You must immediately notify the NDIA in writing to [provider.support@ndis.gov.au](mailto:provider.support@ndis.gov.au) about and comply with any reasonable direction from, the NDIA of:
  - a) any loss or unauthorised use, modification or disclosure of Protected Agency Information or Personal Information, as soon as You become aware of such event; or
  - b) any investigation into a breach of, or offence under, the NDIS Act in relation to Protected Agency Information.
- 5.8 You must destroy or permanently de-identify any Protected Agency Information and Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected by You.
- 5.9 You must 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 obligations under the Privacy Act or NDIS Act by You or any other person.

## 6. Continuity of access

- 6.1 The NDIA provides You 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 will be continuous or fault free. However, the NDIA will use reasonable endeavours to provide a consistent level of service.
- 6.2 You must promptly report to the NDIA via [provider.support@ndis.gov.au](mailto:provider.support@ndis.gov.au):
  - a) any loss of, or fault in, Your access to the Portal (unless the NDIA has issued a notification of a current Portal outage) to the NDIA; and
  - b) any event which has compromised or may have compromised the security or integrity of the Portal or the NDIA's servers, systems or networks, or any of the NDIA's data.
- 6.3 If You become aware of a suspected or actual data breach (including, but not limited to, an Eligible Data Breach) to Your employer's systems or the Portal, You must:
  - a) notify the NDIA within 72 hours of becoming aware of the suspected or actual data breach;
  - b) take all reasonable action to mitigate the risk of the suspected or actual data breach causing serious harm to individuals;
  - c) take all other action necessary to comply with applicable laws, including the requirements of the Privacy Act where applicable; and

- d) take any other action as reasonably directed by the NDIA;
- 6.4 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 investigate any data breach or cyber incident and may report any data breach or cyber incident to the Australian Cyber Security Centre and/or the Office of the Australian Information Commissioner.
- 6.5 The NDIA may immediately suspend Your access to the Portal in accordance with clause 9.1 of these Terms 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.
- 6.6 The NDIA may modify or alter the Portal at any time without notice. However, the NDIA will endeavour to provide reasonable notice to You to enable You to test against the modified or altered Portal.

## 7. Intellectual property

- 7.1 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.
- 7.2 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:
- a) the purposes of facilitating access to the Portal; and
  - b) any other use which is permitted by law.
- 7.3 If You revoke the licence referred to in clause 7.2, the parties acknowledge and agree that the Terms will, by mutual agreement, be immediately terminated.

## 8. Liability and indemnity

- 8.1 You acknowledge that, to the extent permitted by law, the NDIA is not liable to You for any loss or damage (however described) that is directly or indirectly related to:
- a) accessing or using the Portal; or
  - b) the unavailability of the Portal.
- 8.2 You agree to indemnify the NDIA for any claim, loss or damage (however described) suffered by a third party arising from or related to:
- a) any breach by You of intellectual property rights;
  - b) any breach by You of these Terms; or
  - c) any act by You which constitutes a breach of privacy or privacy laws, including the Privacy Act or the NDIS Act;

where the claim, loss or damage is caused by Your negligent or wilful breach of Your obligations under these Terms.

## 9. Suspension of access

- 9.1 The NDIA may suspend Your access to the Portal at any time due to a data breach, disruption of services or for any other reason, at its sole discretion until a full investigation is completed by the NDIA and the NDIA is satisfied that the reasons giving rise to the suspension have been remedied to the NDIA's satisfaction.
- 9.2 You must cooperate with any investigation by the NDIA and provide any information requested by the NDIA in relation to the investigation. The NDIA is not required to provide reasons for a decision

to suspend access to the Portal in accordance with clause 9.1. The NDIA is not responsible for any loss caused by its suspension of access to the Portal in accordance with clause 9.1.

## 10. Governing law

10.1 These Terms are governed by the law in force in Victoria, Australia.

10.2 You agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia in respect of any dispute under these Terms.

## 11. Contact

In the event that you need to contact the NDIA regarding this document or the my place provider portal, please use the following details.

National Disability Insurance Agency

GPO Box 700, Canberra, ACT 2601

Email us - [enquiries@ndis.gov.au](mailto:enquiries@ndis.gov.au)

Contact Us - 1800 800 110