

RBS Reporting Portal – Terms and Conditions of Use

Before registering for your RBS Reporting Portal account, you must read and accept the RBS Reporting Portal Terms and Conditions of Use set out below.

Definitions

Term	Definition
Account	An account within the ACMA RBS Reporting Portal system.
ACMA	The Australian Communications and Media Authority.
Agency	An agency or department of the Australian Government.
Authorised	Having permission or approval.
myGovID	An Australian Government app that can be downloaded to a smart device that enables a user to prove their identity and to sign into a range of government online services
Harmful Code	Any form of harmful surreptitious code or other contaminants, including viruses, bugs, trojan horses, spyware or adware.
Loss	Loss, damage, cost or expense (to any person or property) including consequential or indirect loss or any loss of profits, data or revenue, save in relation to death and personal injury.
Our, us and we	The Commonwealth of Australia represented by the ACMA.
Personal information	Has the same meaning as in the <i>Privacy Act 1988</i> , and in general terms refers to information or an opinion about an individual or an individual who is reasonably identifiable.
RBS Reporting Portal	The online reporting system or web interface through which Account holders' access and undertake e-business with the ACMA.
You and your	The user of the ACMA RBS Reporting Portal system or an Account holder, their employees or agents, and, where applicable, includes any person on whose behalf the user is acting.

1 General

- 1.1 The Commonwealth of Australia owns this RBS Reporting Portal service, which is operated on its behalf by the ACMA.
- 1.2 These Terms and Conditions of Use incorporate the provisions of the [ACMA Disclaimer](#).
- 1.3 Please refer to the [ACMA's Privacy Policy](#) which explains how we manage Personal information that we collect.
- 1.4 By using the RBS Reporting Portal (including by registering for or using an Account) you agree to be bound by these Terms and Conditions of Use for as long as you continue to use or access the RBS Reporting Portal.
- 1.5 While the ACMA will use reasonable efforts to rectify any issues with the RBS Reporting Portal, the ACMA makes no guarantees that the RBS Reporting Portal, and your access to it will be continuously available, uninterrupted and fault or error free.
- 1.6 These Terms and Conditions of Use are governed by the laws of the Australian Capital Territory, and you agree to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- 1.7 These Terms and Conditions of Use apply to you in addition to the terms of use of myGovID. The myGovID terms and conditions are available on the [myGovID website](#).
- 1.8 If any of the provisions of these Terms and Conditions of Use is held to be invalid, unenforceable or illegal, the remaining provisions will continue in full force.
- 1.9 The use of "include(s)" or "including" or other terms indicating an example in these Terms and Conditions of Use shall not be construed exhaustively. This means that wherever we have given examples, there is no implication that there are no other examples.
- 1.10 These Terms and Conditions of Use are specific to the RBS Reporting Portal only and do not affect any terms or conditions that apply to your use of any other service provided by the ACMA or any other Agency.
- 1.11 These Terms and Conditions of Use may change from time to time. While we endeavour to ensure that the changes to the Terms and Conditions of Use are notified on the RBS Portal webpage, you agree to be bound by the Terms and conditions of Use as they exist at the time of each use or access. You also agree to check the Terms and Conditions of Use each time you attempt to use or access the RBS Reporting Portal, irrespective of whether you enter the RBS Reporting Portal from this or another page.
- 1.12 If you breach any of these Terms and Conditions of Use, and we have knowledge of that breach, a failure by us to pursue legal action or to enforce any remedy against you will not constitute a waiver of our legal rights.

2 Your responsibilities

- 2.1 You must advise us immediately if:
 - a) you are no longer authorised to hold your Account, e.g., you change your employer;
 - b) you are aware of any unauthorised use of an Account; or
 - c) the security of your Account has been compromised.
- 2.2 You agree that you will not:
 - a) breach these Terms and Conditions of Use;
 - b) obtain or attempt to obtain unauthorised access to any part of the RBS Reporting Portal;
 - c) attempt to change, add to, remove, deface, hack or otherwise interfere with the RBS Reporting Portal or any material, information, or content contained in or displayed on it;

- d) use or attempt to use the RBS Reporting Portal for any unlawful purpose;
- e) use or attempt to use the RBS Reporting Portal for any purpose for which it was not intended;
- f) use or attempt to pass yourself or another user off as another person or entity;
- g) use or attempt to use the RBS Reporting Portal to send, post or publish spam, defamatory, offensive or intimidating material; or
- h) transfer or attempt to transfer any material of any kind to the RBS Reporting Portal which contains Harmful Code.

3 Termination of access

- 3.1 We may terminate access to the RBS Reporting Portal at any time without giving any explanation or justification for the termination of access, and we have no liability for any Loss of any kind arising as a consequence of terminating access to the RBS Reporting Portal.
- 3.2 If, in our reasonable opinion, you have breached these Terms and Conditions of Use, we may immediately terminate your access to the RBS Reporting Portal and take all necessary steps to prevent you from accessing the RBS Reporting Portal or any successor service.

4 Warranties, indemnity and non-liability

- 4.1 To the fullest extent permitted by law, we do not give any warranty in relation to the material contained on the RBS Reporting Portal. The material is made available on the understanding that we are not engaged in rendering professional advice. It may not be exhaustive of all the information available on a particular issue. You are encouraged to seek your own legal advice as to your rights and obligations.
- 4.2 To the fullest extent permitted by law, you will at all times indemnify us against any Loss or liability arising from:
 - a) any failure by you to ensure the security and integrity of your Account and password;
 - b) any breach by you of these Terms and Conditions of Use;
 - c) any use of your Account other than in accordance with these Terms and Conditions of Use;
 - d) any virus or contamination obtained from the RBS Reporting Portal that may interfere with or damage your systems, devices or data; and
 - e) any wilful, negligent or unlawful act or omission by you in relation to the use of your Account.
- 4.3 To the fullest extent permitted by law, we are not liable to you for any damages, costs or liabilities that may result from:
 - a) service interruptions to the RBS Reporting Portal;
 - b) your use of the RBS Reporting Portal; or
 - c) failure to receive information about changes to the RBS Reporting Portal.