

TELLER Terms and Conditions of Use

Before registering for your TELLER account, you will be required to read and accept the TELLER Terms and Conditions of Use set out below.

Terms

Term	Definition
Account	An account within TELLER.
ACMA	Australian Communications and Media Authority.
Agency	An agency or department of the Australian Government.
Authorised	Having permission or approval.
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.
myGovID	Your unique digital identity, which makes it easier to prove who you are and allows you to securely sign-in to participating government online services, such as myGov.
Our, us and we	The Commonwealth of Australia as represented by the ACMA.
Person	Includes an individual, a body politic and a body corporate.
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 identifiable individual, or an individual who is reasonably identifiable.
TELLER	The online eligible revenue reporting system or web interface through which account holders access and undertake e-business with us.
You and your	The user of TELLER (including an account), their employees or agents, and, where applicable, includes any person on whose behalf the user is acting.

Conditions of use

1 General

- 1.1 The Commonwealth of Australia owns TELLER, which is operated on its behalf by the ACMA.
- 1.2 These Terms and Conditions of Use incorporate the provisions of the Disclaimer (including information about security), which are available on the [ACMA website](#).
- 1.3 By using TELLER (including by registering for or using an account), you agree to be bound by these Terms and Conditions of Use as they exist at the time of each use or access.
- 1.4 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.

- 1.5 While we will use reasonable efforts to rectify any issues with TELLER, we make no guarantee that TELLER or your access to it will be continuously available, uninterrupted and fault- or error-free.
- 1.6 These Terms and Conditions of Use apply to you in addition to the terms of use of myGovID. The terms of use of myGovID are available on the [myGovID website](#).
- 1.7 If any of the provisions of these Terms and Conditions of Use are held to be invalid, unenforceable or illegal, the remaining provisions will continue in full force.
- 1.8 The use of 'include(s)', 'including', 'such as' 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.
- 1.9 These Terms and Conditions of Use are specific to TELLER only and do not affect any terms or conditions that apply to your use of any other service provided by us or any other agency.
- 1.10 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 [Eligible revenue portal](#), you agree to be bound by the Terms and Conditions of Use as they exist at the time of each use or access in accordance with clause 1.3. You also agree to check the Terms and Conditions of Use each time you attempt to use or access TELLER.
- 1.11 If you breach any of these Terms and Conditions of Use, a failure by us to pursue legal action or to enforce any remedy against you in relation to that breach will not constitute a waiver of our legal rights.
- 1.12 Any waiver of these Terms and Conditions of Use will only be effective if it is in writing and signed by us.

2 Your responsibilities

- 2.1 You must keep your account, and the password to your account, secure at all times and you must not disclose the password to any other person.
- 2.2 You must provide correct, complete and up-to-date information when using TELLER. You understand that giving false or misleading information or documents to us is a serious offence.
- 2.3 You must advise us immediately if:
 - a) you are no longer authorised to hold your account (for example, you held your account in your capacity as an employee of a particular organisation and you no longer work for that organisation)
 - b) you are aware of any unauthorised use of your account
 - c) the security of your account has otherwise been compromised.
- 2.4 You agree that you will not do or attempt to do any of the following:
 - a) breach these Terms and Conditions of Use
 - b) obtain unauthorised access to any part of TELLER
 - c) change, add anything to or remove anything from TELLER or any content contained in or displayed on it in a way that is unauthorised
 - d) deface, hack or otherwise interfere with TELLER or any content contained in or displayed on it
 - e) use any software or other tools to access, monitor or copy TELLER, or any content contained in or displayed on it, without our prior written permission
 - f) use TELLER for any unlawful purpose
 - g) use TELLER for any purpose for which it was not intended

- h) use TELLER to pass yourself or another user off as another person or in any other way that infringes the rights of another person
- i) use TELLER to send, post or publish spam, or unlawful, defamatory, offensive or intimidating material
- j) transfer any material of any kind to TELLER that contains harmful code
- k) use TELLER in a way that is likely to cause loss or damage to us or any other person.

3 Suspension and termination of access

- 3.1 We may suspend or terminate your access to TELLER (including your account) and take all necessary steps to prevent you from accessing TELLER or any successor service at any time and for any reason. This includes, for example, if you breach these Terms and Conditions of Use or we believe that suspension or termination of your access to TELLER is necessary to prevent or lessen a risk to the security or integrity of TELLER or any of our systems.
- 3.2 We have no liability for any loss of any kind arising as a consequence of suspending or terminating your access to TELLER (including your account) or preventing you from accessing TELLER or any successor service.

4 Indemnity

- 4.1 To the maximum 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 the password to your account
 - b) any breach by you of these Terms and Conditions of Use
 - c) any use of TELLER (including your account) other than in accordance with these Terms and Conditions of Use
 - d) any wilful, negligent or unlawful act or omission by you in relation to the use of TELLER (including your account).

5 Privacy

- 5.1 When using TELLER, we will collect personal information for the purposes of identity verification and management of the account used for the lodgement of eligible revenue submissions under the *Telecommunications (Consumer Protection and Service Standards) Act 1999*. The personal information we collect is reasonably necessary for, or directly related to, our functions of receiving and processing those submissions.
- 5.2 You will not include any personal information about another individual when lodging submissions using TELLER without the individual's consent.
- 5.3 We will handle any personal information we collect in accordance with the *Privacy Act 1988*.
- 5.4 We may use and disclose any personal information we collect as described in our Privacy Policy, which is available on the [ACMA website](#). Our Privacy Policy contains information about how you may access and seek correction of your personal information, how you can make a complaint about a breach of the *Privacy Act 1988* and how we will deal with such a complaint.
- 5.5 You understand that if we do not collect some or all of the personal information from you for the purposes referred to in clause 5.1, it may cause delays in your ability to obtain access to TELLER to lodge submissions and our ability to process those submissions.

6 Release of information provided to the ACMA

The ACMA may be required by law to release information provided to it, including confidential information contained in eligible revenue returns and accompanying documents under the *Freedom of Information Act 1982* or through court processes and parliamentary processes. The ACMA generally seeks to consult with submitters of confidential information before that information is provided to another party but may nonetheless be required to release that confidential information through these processes.

7 Sharing of information provided to the ACMA

Under the *Australian Communications and Media Authority Act 2005* (the ACMA Act), if the information the ACMA has obtained from you is authorised disclosure information under the ACMA Act, the ACMA may disclose it in the circumstances specified in Part 7A of the ACMA Act. This may include disclosure to persons and bodies such as the Minister for Communications, authorised officials of the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, Royal Commissions, and other Commonwealth regulatory and administrative bodies in certain instances. The ACMA may also disclose certain types of information, such as summaries and statistics that are not likely to enable the identification of a person, and information already publicly available.