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# TERMS & CONDITIONS

myIBA

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## Definitions

1. In these terms and conditions:

**Account** means an account IBA creates to uniquely identify You and enable You to use the Platforms.

**App** means the myIBA app made available by IBA to customers of IBA.

**Credit Information** has the meaning given to that term in the IBA Credit Information Policy.

**IBA** means Indigenous Business Australia.

**IBA Credit Information Policy** means the policy of that or a similar name available on the IBA website ([iba.gov.au](http://iba.gov.au)) from time to time.

**IBA Privacy Policy** means the policy of that or similar name available on the IBA website ([iba.gov.au](http://iba.gov.au)) from time to time.

**Law** means any requirement of statute, rule, regulation, proclamation, ordinances, by-law or Australian Standard present or future and whether state, federal or otherwise.

**Personal Information** has the meaning given to that term in the IBA Privacy Policy.

**Platforms** means any one or more of the following:

- a. the App;
- b. the Web Services Portal; and
- c. any other online based service the use of which is subject to these terms and conditions as notified by IBA from time to time.

**Platform Provider** means Infosys Technologies Limited ARBN 090 591 209.

**Sensitive Information** has the meaning given to that term in the IBA Privacy Policy.

**System** means any network, computer or communications system, software or computing device.

**Web Services Portal** means the myIBA cloud based portal made available by IBA to customers of IBA.

**You** means the person or persons using the Platforms.

## **Introduction**

2. Your access to and use of the Platforms is governed by these terms and conditions which include the IBA Privacy Policy and IBA Credit Information Policy.
3. These terms and conditions become binding once IBA gives You an access method to use the Platforms and You accept the access method.

## **Changes to terms and conditions**

4. IBA reserves the right to modify these terms and conditions at any time if reasonably required for legal, operational or commercial reasons. IBA will notify You of any material changes to these terms and conditions via a popup on screen when You login to the Platforms. By using the Platforms after any changes are notified to You, You agree to be bound by the updated terms and conditions.

## **Security**

5. You are required to:
  - a. keep your Account details secure and confidential, including any unique identifier, password and/or PIN; and
  - b. change your password(s) and/or PIN regularly and when prompted.
6. If You know or suspect the security of your Account has been compromised You must notify us immediately.
7. You are responsible for the acts and omissions of all users of your Account, including any person you authorise to act for You. IBA will assume any actions performed in your Account have been made or authorised by You unless You have complied with clause 5 and:
  - a. You can prove that You did not authorise the person who performed the action; or
  - b. You did not unreasonably delay in reporting to us the actual or suspected compromise of your Account.
8. For the avoidance of doubt, clauses 6 and 7 do not apply to actions performed within your Account in good faith by IBA staff, agents or contractors carrying out the functions of IBA.

**Acceptable use**

9. The Platforms must only be used by You for lawful purposes and in a manner that does not harm, harass, inconvenience, offend, distress, infringe upon or restrict the rights of any person, including IBA.
10. You must not use, encourage, promote, facilitate or instruct others to use the Platforms for any purpose or activity or in a manner that:
  - a. is illegal, or encourages the contravention of any Law;
  - b. is harmful, offensive, threatening or distressing;
  - c. violates the privacy of any person;
  - d. infringes or misappropriates the intellectual property or proprietary rights of any person; or
  - e. is harmful to the operations or reputation of IBA or the Platform Provider.

**No security violations**

11. You must not use the Platforms to:
  - a. violate the security or integrity of any System;
  - b. access or use any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;
  - c. monitor data or traffic on a System without permission; or
  - d. forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route.

**No network abuse**

12. You must not interfere with, intercept, disrupt or make network connections to any Platform users, hosts, or networks. Prohibited activities include:
  - a. monitoring or crawling of a System that impairs or disrupts that System;
  - b. inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective;
  - c. interfering with the proper functioning of any System, including any deliberate attempt to overload a System by mail bombing, news bombing, broadcast attacks, or flooding techniques;
  - d. operating network services like open proxies, open mail relays, or open recursive domain name servers;

- e. using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions;
- f. distributing malware; and
- g. spamming.

### **Rights reserved**

13. IBA reserves the right to:
- a. exclude You from the Platforms at any time:
    - i. if it considers You to have breached these terms and conditions;
    - ii. if use of the Platforms may be disrupted or poses a security risk;
    - iii. to carry out updates, Platform modifications or repair work; or
    - iv. if there is a vulnerability, threat or attack on the Platform or any associated services;
  - b. remove any information from the Platforms that:
    - i. is deemed by IBA to be incorrect, misleading or fraudulent;
    - ii. is defamatory, abusive, insulting, threatening, obscene, offensive or otherwise contains content which, in IBA's opinion, is inappropriate or objectionable; or
    - iii. breaches any Law, including a person's intellectual property rights.

### **Intellectual property rights**

14. IBA is the owner or the licensee of the intellectual property rights in the Platforms. IBA grants You a non-exclusive, non-transferable and revocable license to use the Platforms on these terms and conditions. You may not copy, modify, distribute, lease, sell, sublicense, reverse engineer or create derivative works of the Platforms, or any part thereof.
15. You must not damage or destroy, or allow any other person to damage or destroy, information in the Platforms.

### **Privacy**

16. IBA collects Personal Information (which may include Sensitive Information and Credit Information) directly from You when You register for the Platforms as well as through Your use of the Platforms. Such information may be used and disclosed by

IBA in accordance with the IBA Privacy Policy and IBA Credit Information Policy which is available on IBA's website at [www.iba.gov.au](http://www.iba.gov.au).

17. You agree to receive electronic alerts and/or notifications relating to the Platforms.

**Authorisation under section 191 of the ATSI Act**

18. For the purposes of the *Aboriginal and Torres Strait Islander Act 2005* (Cth), and in accordance with the IBA Privacy Policy and IBA Credit Information Policy, by agreeing to these terms and conditions You will be taken to have authorised a person to receive information or documents about You if disclosure is necessary in order for IBA to perform its functions or activities.

**Accuracy, authority**

19. By inputting, uploading or linking information to the Platforms, You warrant such information is accurate, correct and not misleading and that You have the right or authority to provide the information and make the information available on the Platforms. You acknowledge that giving false or misleading information to IBA is a serious offence under the *Criminal Code Act 1995* (Cth).

**Currency of information**

20. You agree to keep your Personal Information in the Platforms current and to delete, update or replace information that is no longer accurate.

**Limitation of liability**

21. You acknowledge and agree that, to the maximum extent permitted by applicable law, use of the Platforms is at your sole risk. Except for any liability that cannot be excluded by law, IBA (including its officers, employees, consultants and agents) will not be liable for any loss or damage whatsoever that is suffered or sustained (including but not limited to indirect or consequential loss) or for any death, illness, personal injury, property damage or damage to reputation, suffered or sustained (even caused by negligence), as a result of, or in any way connected with:
- a. your access or use of the Platforms;
  - b. an interruption, restriction, suspension, revocation, change, or end to your access to the Platforms; or
  - c. your failure to comply with these terms and conditions.
22. IBA accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected applications, claims or correspondence

whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise when using the Platforms. You acknowledge that IBA has no control over telecommunications networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

**Release**

23. To the extent permitted by law, You agree to release, IBA (including its officers, employees and agents) from all liability, cost, loss, damage, expense, claim or other right of action arising out of, or in connection with the Platforms, and anything IBA is permitted to do under these terms and conditions.

**Miscellaneous**

24. These terms and conditions will be construed according to the laws of New South Wales and users submit to the exclusive jurisdiction of the courts of that state.
25. "Including" is not a word of limitation.
26. A reference to a person includes an individual, a firm, a body corporate, a partnership, an unincorporated association and a person's administrators, successors, substitutes and assigns.
27. Failure by IBA to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
29. A word importing the singular includes the plural (and vice versa).
30. If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms shall nevertheless continue in full force.
31. Nothing in these terms and conditions is to be interpreted against IBA solely on the grounds that IBA put forward these terms and conditions or any part of them.