

## **RPA Portal Terms and Conditions**

This RPA portal is managed by the Department of Family and Community Services (“FACS”).

Before using this RPA Portal, please read these terms and conditions which will apply to your use of the portal:

1. By using this Portal you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions. FACS may change, make improvements to or modify this Portal at any time and without prior notice to you. It is your obligation to keep yourself informed as to any changes to these terms and conditions.
2. FACS does not warrant the completeness or accuracy of the material provided on this Portal.
3. This Portal may contain links or references to other web sites for your convenience. FACS accepts no obligation or responsibility regarding content outside this Portal even though that content may be accessed through links in the portal.
4. FACS, its employees, officers, sub-contractors or third parties shall not be liable to you for any damages, including without limitation, direct, indirect or consequential damages (including without limitation, damages for loss of profits, business interruption, or loss of information) arising out of the use, inability to use, or the results of use of this Portal, any sites linked to this site, or the materials or recommendations or information contained in this portal whether such damages are based upon warranty, contract or tort (including negligence) or otherwise.
5. To use this Portal for an organisation you must be currently appointed by that organisation to access RPA data or carry out the transaction on their behalf, and that appointment must not have been revoked.
6. You must keep your user ID and password secure at all times. You must not disclose your user ID or password to, or share it with others.
7. You must maintain the confidentiality of your password at all times. You are fully responsible for all activities that occur through use of your password.
8. You must immediately notify the FACS Privacy Contact Officer should you become aware that a non authorised user has access to or obtained your login details.
9. This site is only to be accessed by those persons authorised by FACS.
10. If any information is obtained whilst accessing or using this site other than instructions as to how to use the portal, then that information is to be regarded as confidential and is not to be disclosed to any other person or entity. FACS, through its Privacy Contact Officer, is to be notified immediately as to the nature of the information and how the information was obtained.

11. The authorised user is to note that FACS will use information provided by the authorised user in order to obtain aggregate information for statewide reporting purposes and to conduct analysis on systemic gaps and trends.
12. FACS privacy policy otherwise applies to this portal which can be located at <https://www.facs.nsw.gov.au/privacy-notice>.
13. The State of New South Wales is the owner of all intellectual property in relation to its contents.
14. FACS may block use of the portal by an authorised user at any time and for any reason.
15. An inability of the authorised user to access the portal due to any reason, does not obviate the obligation the authorised user may have in relation to RPA including any reporting obligation.
16. FACS does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through this Portal.
17. Internet communications may be susceptible to interference or interception by third parties. Despite its best efforts, FACS makes no warranties that this Portal is free of infection by computer viruses or other unauthorised software. FACS will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software).
18. The laws of New South Wales govern these terms and conditions.