#### ****Before you register****

By creating a regulatory applications hub (the hub) account, you are agreeing to be bound by these Terms and to comply with all of your responsibilities, as set out in these Terms.

#### ****Terminology****

In these Terms:

* 'you' and 'your' refers to each registered user of the hub and your organisation, if you are a representative of your organisation
* 'we', 'us' and 'our' refers to the Australian Space Agency (the Agency) and the Department of Industry, Science and Resources (the department).

#### ****Legally binding agreement****

By registering for, accessing or using the hub, you acknowledge that you have read, accepted and agreed to be bound by these Terms and any guidance or instructions we provide.

You should consider any additional guidance or instruction we provide, as part of these Terms.

#### ****Acceptable use****

In accessing and using this hub, you agree:

* that you may only use the hub in accordance with these Terms, and all notices, guidance and other instructions we provide or advise you of from time to time
* to provide true and correct information to us via this hub
* not to falsely represent your authority
* not to impersonate any person or falsely represent your association with any person or organisation
* not to provide false and misleading information
* not to access or attempt to access information that you are not authorised to
* not to interfere with the rights of others to use the hub
* not to attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the hub, including the use of automated tools
* that you are responsible for any damage to your computer, systems or software caused by your use of this hub, including by any virus (irrespective of the origin of the virus) arising from your use of the hub
* that you are responsible for accessing and reading notices and information provided by us in relation to the provision of services via this hub
* that you will be deemed to have received email notices sent by us to your registered email address when they have been received by your email system
* that you are responsible for actively managing communication items that we send related to your hub account.

#### ****Access and password****

When you register for use of the hub, you provide a username and password that you later use to log on to the hub.

Encryption together with your username and password ensures the confidentiality, integrity and authenticity of your electronic transactions. It is your responsibility to protect your password from disclosure to unauthorised individuals. Do not distribute or publish, in any form, this information to unauthorised individuals.

You agree to:

* be responsible for all activities that occur under your username and password
* maintain the confidentiality of your password
* change your password on a regular basis
* not save your password on the computer that you are using to access this hub
* change your password if it becomes known to anyone unauthorised
* contact us if your username or password have been lost, stolen or otherwise compromised
* log out at the end of each session.

#### ****Submissions and communications using the hub****

We will confirm when you have successfully made a submission via the hub and will provide you with both on-screen and email confirmation where appropriate. If you do not receive any confirmation that your submission was successful, it is your responsibility to re-attempt your submission. We are not liable for your failure to take such remedial action.

#### ****Security****

It is a condition of using the hub that you must not:

* tamper with other accounts, or commit unauthorised intrusion into any part of the hub
* attempt to bypass any security controls
* use the hub in a manner that encumbers disk space, processors or other system resources
* make deliberate attempts to interfere with the functionality of the hub, overload the hub or attempt to disable a host
* attempt to use the hub without authorisation
* transmit any file with malicious content (viruses, worms, malware or trojan horses)
* spam or transmit content that is machine or randomly generated.

#### ****Privacy****

Your personal information is protected by law under the Privacy Act 1988 and is managed by the department (as the administrator of the hub) as set out in the department’s [Privacy Policy](https://industry.gov.au/Pages/PrivacyPolicy.aspx).

If you are completing a hub form on behalf of another person or providing another person's personal information, you must obtain consent from them.

By completing any hub form, you provide your consent to your personal information being handled in accordance with our [Privacy Policy](https://industry.gov.au/Pages/PrivacyPolicy.aspx).

If you do not provide the personal information required, we may not be able to process your submission.

We are responsible for ensuring the security of information while it is being collected by, stored in or passing through the hub’s digital service.

The information in your hub account can only be accessed by departmental officers who are authorised to access this information. We monitor all access by our staff who are trained on a regular basis about their privacy and security obligations as Commonwealth employees.

#### ****Liability and indemnity****

You agree that the Agency and the department will not be liable to you or your organisation for any loss or damage whatsoever that you or your organisation suffers or may suffer that arises directly or indirectly from:

* your use of, or inability to use, this hub
* unauthorised access to or alterations of your transmissions or data
* activities resulting from the loss or misuse of your username and password
* any attempt to use the hub without authorisation. This includes but is not limited to password cracking, social engineering (defrauding others into releasing their passwords), denial-of-service attacks, sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, harmful alterations of services, harmful and malicious destruction of data, injection of computer viruses, distribution of viruses through the use of the portal, intentional invasion of privacy, and reading of files without authorisation
* any other matter relating to the hub.

You and your organisation agree to indemnify and hold harmless the Agency and the department from and against any loss, damage, cost, expense, claim, proceeding or liability of any kind that we may incur to any third party that arises directly or indirectly from:

* your breach of these Terms
* your use of this hub and your activities in connection with this hub, except to the extent that any such loss, damage, cost, expense, claim proceeding or liability arises solely from any act or omission involving fault on the part of the Agency and the department.

#### ****Termination of use****

You may cancel your registration for use of the hub at any time by contacting us at regulation@space.gov.au.

We may immediately terminate your registration, access to and use of this hub by notice to you if we determine that you have breached any of these Terms.

We may suspend your registration, access to and use of this hub if we consider it necessary to protect our interests or those of any other person whilst we investigate any technical or operational issue or breach of security or a possible breach of these Terms.

We will not accept any communications or lodgements from you via this hub after your account has been closed.

#### ****Amendments to the terms****

We may amend these Terms at any time, and you agree to be bound by any such amendments immediately upon notification of the amendments being posted on the hub. If you do not wish to be bound by any changes to the Terms, it is your responsibility to request termination of your registration to the hub. You will be bound by any changes until your registration is terminated.

#### ****Governing law and jurisdiction****

These Terms are governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.