



By using myportal.nata.com.au ("Members Portal"), You agree to be bound by these Terms & Conditions of Use, any information and user instructions provided by NATA and the Privacy Policy at www.nata.com.au in relation to your use or the performance of this website, and the information, services and material contained in or provided by it. Please read these terms and conditions carefully. Your use of the Members Portal will be subject to these terms and conditions.

If you do not accept these Terms & Conditions of Use and Privacy Policy, please exit this website. You may email us at records@nata.com.au should you have any queries about these Conditions of Use and Privacy Policy.

My Portal Conditions of Use

Introduction

You should read these Terms & Conditions of Use and Privacy Policy below carefully. In these Terms & Conditions of Use "we", "our" or "us" means National Association of Testing Authority, Australia (NATA) ABN 59 004 379 748 and includes its officers, employees and agents; and "you" or "your" means the person who accepts these Conditions of Use, by using this website. Acceptance by you of these Terms & Conditions of Use binds you and all of your employees, officers and agents to comply with these Conditions of Use. Without implying any licence to do so, if you pass on any information contained in the web site to any other person, you should pass on these Conditions of Use also and draw it to their attention.

What you are allowed to do

You may:

- (a) Access the areas of the Members Portal which you are permitted to use, using the user name and password issued to you;
- (b) Access, download and print documents on any page of the Members Portal; provided you do not do any of the things set out under "What you are not allowed to do"; and
- (c) Upload documents electronically to NATA.

What you are not allowed to do

Except to the extent expressly set out in these terms, you are not allowed to make any copies of any part of the Members Portal.

You may not remove or change anything on the Members Portal including without limitation to any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Members Portal.

You must only use the Members Portal and anything available from the Members Portal for lawful purposes, and you must comply with all applicable laws, statutes and regulations. You must not use the Service to:

- (a) post, upload or otherwise transmit information or pictures that are obscene or pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful;



- (b) upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;
- (c) download any file or materials that you know, or reasonably should know cannot be copied or otherwise used;
- (d) harass, stalk, threaten or otherwise violate the rights of others;
- (e) impersonate anyone else or otherwise misrepresent your identity or status;
- (f) collect and process others personal data;
- (g) hack into the Members Portal (in particular areas that you are not permitted to access with your user name and password) or any other related computer system, make excessive traffic demands, deliver viruses or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Members Portal or any other web site or damage or destroy the reputation of NATA.

Your Information and Password

Usage of your personal information is governed by NATA's Privacy Policy, which forms part of these Terms and Conditions. You must ensure that all information provided by you in making use of this website or any of the information, services or material provided by this website is and remains accurate and complete.

Following registration, you will be issued or you may choose an individual password which may be used to access the Members Portal and those pages for which their registration is required. You will use the password only for access to those applicable pages of the Members Portal and not for any other purpose.

You must keep your password confidential at all times, and must not disclose the password or permit anyone else to use your password. Any breach of any of these terms by anyone to whom You disclose the password will be treated as if the breach had been committed by you, and will not relieve you of your obligations under these terms and conditions.

NATA reserves the right to change your password and user name at any time in its sole discretion.

You agree to notify NATA promptly of any changes to your registration details.

You may email us at records@nata.com.au if you have any logon and/or system related issues. Please note our support hours of operation are during normal AEST business hours. We will attend to your request as soon as possible.

Your Consent

By using Members Portal, you consent to allow us to communicate electronically. We may use the portal to:

- Communicate information about NATA products and services;
- Correspond documents, forms, applications, accreditation files etc. electronically with NATA members and/or customers; and



- Communicate any other information such as news and publications that may be relevant or of interest to You.

Please note that it is a condition of your registration and usage of the Members Portal that you consent and comply with this usage terms and conditions which includes:

- (a) consent to receive commercial information via Members Portal (the Spam Act 2003 (Cth) regulates the sending of commercial information by electronic means and requires the sender to obtain the recipient's consent before doing so. Making commercial information available to you via Members Portal may, in some cases, constitute sending commercial electronic information to you within this Act.); and
- (b) consent to receive legally binding communications including documents with applicable electronic signatures via Members Portal and other electronic means (eg. via email) (under law, electronic communications are binding only if the recipient consents to receive Information electronically via a designated information system or an email address).
- (c) consent to NATA receiving and storing documents electronically within Members Portal and NATA's internal document management system.

You acknowledge and agree that:

- Members Portal is specifically established and maintained by NATA to facilitate electronic business-to-business communications between you and NATA;
- you are able to receive information via Members Portal or email address;
- you will provide correct details of your current email address to which we can send Information electronically, in lieu of paper communication; and
- you will regularly access Members Portal and your email inbox to ensure your timely access to information sent by us.

Please note that your above consent does not preclude either party, where necessary, to require certain Information to be communicated by fax or by postal delivery only. Electronic communications may be confirmed by fax or postal delivery.

Disclaimer

You agree that your use of the Members Portal website and service is on an "as is" and "as available" basis and that your use of the service is at your sole risk. On that basis, except as expressly set out in these terms, NATA does not enter into conditions, warranties or other terms in relation to the Members Portal (including any implied term relating to quality, fitness for a particular purpose).

NATA tries to make sure that all information contained on the Members Portal is correct, but it does not accept any liability for any error or omission. You should check with NATA before acting on any information on the Members Portal.

NATA may change the format and content of the Members Portal from time to time. You should refresh your browser each time you visit the Members Portal to ensure that you download the most up to date version of the Members Portal.



The Members Portal may include links to external sites and co-branded pages. NATA has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting. NATA is not responsible for the content of these site and pages or for anything provided by them.

NATA is not liable for any action you may take as a result of relying on any information provided in this Members Portal.

Maintenance, Suspension and Termination of Access

NATA may suspend the operation of the Members Portal for repair or maintenance work or in order to update or upgrade the contents or functionality of the Members Portal from time to time. Access to or use of the Members Portal or pages linked to it will be not necessarily be uninterrupted or error free.

NATA may terminate your access to the Members Portal at its discretion at any time without notice.

General and Governing Law

NATA may change these terms and conditions from time to time and will endeavour to notify you of any major changes by posting a message on the Members Portal. By browsing the Members Portal you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Members Portal. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision. NATA may delay enforcing its rights under these terms and conditions without losing them. You agree that NATA may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice.

NATA will not be liable to you for any breach of these terms and conditions which arises because of any circumstances which NATA cannot reasonably be expected to control.

The website under the domain name www.nata.com.au and under the subdomain name myportal.nata.com.au are created and controlled by NATA in the State of New South Wales, Australia. The laws of New South Wales govern these Conditions of Use, and You and we submit to the exclusive jurisdiction of the Courts of New South Wales and the Federal Court of Australia.