

# Terms and Conditions

## Before you register

Before you can register for our secured Mint Industry Member section, you must read, accept and agree to our Terms and Conditions ('Terms') relating to the Mint Industry Member section ('the Site').

By registering for, and subsequently accessing or using the Site, you acknowledge that you have read, accepted and agreed to these Terms, as updated from time to time.

## TERMINOLOGY

In these Terms:

- 'you' and 'your' refers to each registered user of the Site and your organisation, if you are a representative of your organisation, and
- 'we', 'us' and 'our' refers to the Mint Industry Secretariat.
- The Mint Industry Secretariat resides with the Royal Australian Mint.

## LEGALLY BINDING AGREEMENT

By registering for, accessing or using the Site, you acknowledge that you have read, accepted and agreed to be bound by these Terms and any notices, protocols or guidelines appearing on or in connection with the Site, as amended from time to time. Any such notices, protocols or guidelines are hereby incorporated by reference as part of these Terms.

You acknowledge and agree that your access to, and use of, this Site is on an 'as is, as available', basis. The Mint Industry Secretariat is in no way liable for your failure to access and otherwise use this Site.

These Terms explain our obligations to you, and your obligations to us, in any lodgements or transactions you make via this Site.

## GUIDELINES ON USE OF THE MEMBER SECTION

Mint Industry Secretariat may from time to time issue more detailed protocols, guidelines or instructions for use of the Site or for use of specific areas of the Site (as may be updated from time to time). These protocols, guidelines or instructions form part of these Terms.

## ACCEPTABLE USE

In accessing and using this Site, you agree:

- that you may only use the Site strictly in accordance with these Terms, and all notices, protocols, guidelines and other instructions provided or advised to you by the Mint Industry Secretariat from time to time;

- to provide true and correct information to the Mint Industry Secretariat in respect of any lodgement or transaction made via this Site;
- not to falsely represent your authority to make a lodgement or transaction via this Site;
- not to impersonate any person or falsely represent your organisation;
- not to provide false and misleading information in connection with this Site;
- not to access or attempt to access information resources you are not authorised to use;
- to ensure that any lodgement or transaction using your login and password for this Site will only be undertaken by you;
- not to transmit any message, data, image or program that would violate the property rights of others, including unauthorised copyrighted text, images or programs, trade secrets or other confidential proprietary information;
- not to interfere with the rights of others to use the Site;
- not to use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity;
- not to attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, 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 Site, including by any virus (irrespective of the origin of the virus) arising from your use of the Site;
- that you are responsible for accessing and reading notices and information provided by the Mint Industry Secretariat in relation to the provision of the Member section via this Site;
- that you will be deemed to have received email notices sent by the Mint Industry Secretariat to your registered email address when such notices have been received by your email system; and
- that you will be deemed to have received one-time password notifications sent by the Mint Industry Secretariat to your registered email account when such notifications have been received by your email system.
- that you will have been deemed to receive electronic correspondence when the Mint Industry Secretariat has successfully dispatched the item to your Member account.
- that the Mint Industry Secretariat provides courtesy notification emails to the email address registered to your Member account advising of any unread correspondence.
- that you are responsible for actively managing correspondence items that are successfully dispatched by the Mint Industry Secretariat to your Member account.

## **LODGEMENTS OR TRANSACTIONS USING THE SITE**

The Mint Industry Secretariat generated records of the time of the lodgement or transaction are conclusive evidence of the time of lodgement or the transaction in the absence of conclusive proof to the contrary. The time of lodgement or the transaction is the time when the last relevant data byte is received by the Mint Industry Secretariat web server.

The date and time of receipt of a service request submitted using the Mint Industry Secretariat contact page is the date and time in Canberra (*Australian Eastern Standard/Daylight Savings Time*) when the entirety of the service request (and any attachments) has entered the Mint Industry Secretariat's information system. You should note that this may be different from the date and time in your location.

Any attachment to an online service request is not considered received by the Mint Industry Secretariat until the entirety of the service request (and any attachment) has entered the Mint Industry Secretariat's information system. The date and time of receipt of the attachment is the date and time of receipt of the service request (determined as above).

Where a lodgement or transaction is verified as meeting the requisite requirements, the Mint Industry Secretariat will send an official notification in accordance with its standard procedures. Where a lodgement, transaction or payment is verified as not meeting the requisite requirements, the Mint Industry Secretariat will attempt to advise you in accordance with its standard procedures.

When in accordance with its standard procedures the Mint Industry Secretariat is required to send intellectual property related correspondence to you. The Mint Industry Secretariat will, where appropriate, provide outbound correspondence electronically to your Member account and send a notification to your registered email address.

## **OPERATION OF THE SITE**

The Site has been implemented in a technical environment which is designed to provide high availability and to be reasonably fault tolerant. The target availability is 24 hours per day, 7 days per week other than during defined maintenance windows advised to you via the Mint Industry website system availability page and official notices.

You acknowledge and agree that your use of this Site on an 'as is, as available' basis only and may not always be available during the specified operating hours. The Mint Industry Secretariat makes no representation and gives no warranty that the Member section provided via the Site will meet your requirements, be uninterrupted, timely or error-free. The Mint Industry Secretariat will attempt to inform you as soon as possible of any outage that might materially affect your normal use of the Site. However, the Mint Industry Secretariat will not be liable for delay to transactions or disruption to your business or operations, or those of your organisation arising directly or indirectly from any such outage (whether or not the outage was notified to you by the Mint Industry Secretariat in a timely manner or at all).

It is in your best interests to ensure that you have adequate contingency plans to protect the integrity of your business operations and those of your organisation and to ensure you and your organisation can proceed despite any disruption or delay occurring in respect of the Site.

The Mint Industry Secretariat may alter, suspend or decommission this Site at any time without giving reasons. Where reasonably practicable, the Mint Industry Secretariat will attempt to give 30 days prior notice of any such action but may give a shorter period of notice as it deems appropriate in its absolute discretion.

You should promptly notify the Mint Industry Secretariat if you discover or suspect any error or malfunction in the Site. In such an event, you agree to promptly provide to the Mint Industry Secretariat information and details regarding any error or malfunction of the Site to the extent reasonably necessary to identify, confirm, investigate and rectify any such errors or difficulties (including where relevant any details of your operating environment or that of your organisation).

## **ACCESS AND PASSWORD**

When you register with the Mint Industry Secretariat you provide a username and password that can later be used to log on to the secure facilities. This username and password is linked to your Member account and consequently allows you to access the Site. We ask you to adhere to the password creation process that may include the creation of secret questions. These secret questions provide an additional method of verifying your identity in case you forget your password or need other assistance. A one-time password will be provided if your account needs to be reset or reactivated, and this can be provided via the registered email on your account.

Encryption together with your username and passwords ensures the confidentiality, integrity and authenticity of your electronic transactions. It is your responsibility to protect your password from disclosure to unauthorised individuals. Registered organisations should only allow authorised individuals access to the username, password, customer reference number and secret questions. 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 and secret questions;
- change your password on a regular basis;
- not save your password on the computer that you are using to access this Site;
- change your password if it becomes known to unauthorised persons;
- cancel your Member registration if it is associated with a registered organisation and you leave that organisation;
- contact us if your username, password or secret questions have been lost, stolen or otherwise compromised; and
- log out at the end of each session.

## **SECURITY**

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

- tamper with other accounts, or commit unauthorised intrusion into any part of the Site;
- attempt to bypass any security controls;
- use the Site in a manner that encumbers disk space, processors or other system resources;
- make deliberate attempts to interfere with the functionality of the Site, overload the Site or attempt to disable a host;
- attempt to use the Site without authorisation and
- transmit any file with malicious content

## **MONITORING**

The effective management and security of the Member section requires that usage is routinely monitored and analysed for evidence of misuse and attempted or actual security breaches. You consent to this monitoring being undertaken by the Mint Industry Secretariat in connection with your use of the Site.

Further information on user monitoring may be found in the Mint Industry Secretariat Privacy Policy.

## **PRIVACY**

The personal information collected and used by the Mint Industry Secretariat is in accordance with its Privacy Policy.

## **SUPPORT**

The Mint Industry Secretariat will ordinarily provide business and technical support for the Site between the hours of 9am and 5pm Monday to Friday (excluding Australian public holidays and shut-down periods as specified on the Mint Industry website and official notices).

## **LIABILITY AND INDEMNITY**

You agree that the Mint Industry Secretariat 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 Site;
- 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 Site 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 Site, intentional invasion of privacy, reading of files without authorisation; and
- any other matter relating to the Member section or this Site.

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

- your breach of these Terms; and
- your use of this Site and your activities in connection with this Site, 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 Mint Industry Secretariat.

## **TERMINATION OF USE**

You may cancel your registration with the Site at any time through the contacts page on the Mint Industry's website.

The Mint Industry Secretariat may immediately terminate your registration, access to and use of this Site by notice to you, if it determines that you have breached any of these Terms.

The Mint Industry Secretariat may suspend your registration, access to and use of this Site if the Mint Industry Secretariat considers it necessary to protect its interests or those of any other person while it investigates any technical or operational issue or breach of security or a possible breach of these Terms.

The Mint Industry Secretariat reserves the right to report any offence to the proper authorities, if necessary.

The Mint Industry Secretariat may also terminate your registration, use of or access to this Site for its own reasons and without any fault on your part provided that in such circumstances that the Mint Industry Secretariat will attempt to give you not less than 30 days prior written notice of such termination where it considers that this is appropriate in its absolute discretion.

The Mint Industry Secretariat will not accept any lodgements or transactions from you via this Site after the date of termination.

## **NOTICES**

You agree that the Mint Industry Secretariat may notify you of any changes to your registration, access and use of the Site and of any changes to these Terms by publication of a notice on the Site. In such circumstances, the Mint Industry Secretariat may, but is not bound to, also issue an email notification to your registered email address.

## **AMENDMENTS TO THE TERMS**

The Mint Industry Secretariat 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 Site. The Mint Industry Secretariat may also, at its discretion, require you to accept the amended Terms prior to allowing you continued access to the Site. If you do not wish to be bound by any changes to the Terms, you must immediately seek cancellation of your registration to the Site by contacting the Mint Industry Secretariat and no longer use or access the Site.

## **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.

Last Updated: 04/08/2017