



ASIC
Australian Securities &
Investments Commission

ASIC JOURNALIST PORTAL

TERMS AND CONDITIONS

Publication Date: 01/07/2019

Effective Date: 01/07/2019

1. About the ASIC Journalist Portal

- 1.1. The ASIC Journalist Portal (**the Portal**) allows you to request searches of the ASIC Registers.
- 1.2. Access to and use of the Portal is subject to these terms and conditions.
- 1.3. Through your access and use of the Portal, you agree to be bound by these terms and conditions.
- 1.4. You must have a current ASIC Connect Journalist account to be able to access the Portal. To apply for an account you must provide us with requested information and you agree to notify us of any changes to the information provided including any information relating to your eligibility to access the Portal.
- 1.5. We may update these terms and conditions from time to time. If changes to these terms and conditions affect your rights or responsibilities, we will make reasonable efforts to tell you via the Portal, our website or email.

2. Accessing and using the Portal

- 2.1. You will need to use your email address and password (**access information**) to access and use the Portal.
- 2.2. You must take all reasonable steps to:
 - (a) keep your access information secure at all times and not share the information with any other person, and
 - (b) prevent and detect both unlawful and unauthorised use of your access to the Portal.
- 2.3. If you know or suspect that your access information may have been compromised, you must immediately tell us.

- 2.4. You are responsible for any activity using your account unless you notify us that your access information was compromised.
- 2.5. You must not use the Portal to:
- (a) gain unauthorised access to any part of the ASIC Registers,
 - (b) copy, decompile, reverse engineer, disassemble, attempt to derive source code or, decrypt or modify any software within the Portal,
 - (c) use any deep-link, web-content scraping or other automatic device, program, algorithm or methodology to access, monitor or copy any part of the Portal, the ASIC Registers or their content; or to obtain or attempt to obtain any materials, documents or information through means that are not intentionally made available by ASIC,
 - (d) submit, post or transmit any offensive or objectional content.
- 2.6. If you or another person use your account to do any of the above, we may immediately suspend or cancel your account and commence civil or criminal legal action against you.
- 2.7. You acknowledge that we may monitor and maintain logs of any access and use of the Portal. We will take reasonable steps to de-identify any personal information kept in our logs within 150 days unless we require the information for a permitted purpose in accordance with the *Privacy Act 1988* (Cth).

3. Service availability and functionality

- 3.1. We intend the Portal to be available at all times; however, we cannot, and we do not guarantee continuous and uninterrupted availability or accessibility. We will provide notice of unscheduled downtimes and scheduled maintenance on our website (www.asic.gov.au).
- 3.2. We will provide you with access through the Portal to search products from the ASIC Registers. However, you acknowledge that not all ASIC search products can or will be available through the Portal. You may use alternative channels to access search products including our public ASIC Connect search service and information brokers.
- 3.3. We may change, add or remove the functionality, capabilities and technology of the Portal at any time. We will endeavour to provide reasonable notice of any changes that we consider should be advised to users. In no event will we be obliged to provide notice.

4. Communications

- 4.1. We may contact you on or via your mobile phone number, email address or text message in connection with your access to the Portal.

5. Personal Information and Privacy

- 5.1. Information provided by you; or collected, stored, used and disclosed by us, may include personal information.

- 5.2. We take steps to protect personal information we hold against loss, unauthorised access, use, modification or disclosure, and against other misuse.
- 5.3. Our Privacy Policy (www.asic.gov.au/privacy) describes how we handle personal information, rights to seek access to and correct personal information, and to complain about breaches of privacy by ASIC.

6. Disclaimer and Liability

- 6.1. You acknowledge that the speed and characteristics of the Portal will vary at times and under varied circumstances and may not always function as described, and may be subject to faults, interruption or breakdown or be fully or partially unavailable.
- 6.2. While we endeavor to ensure that information provided through the Portal is accurate and error-free you acknowledge that we will not be responsible for any inaccuracy, omission, defect or error in the information.
- 6.3. We will not be liable to you or any other person for any loss, damage, cost or expense arising out of or in connection with the availability, functionality or performance of the Portal.

7. Suspension and Cancellation

- 7.1. You may cancel your account at any time by notifying us.
- 7.2. We may limit, suspend or cancel your account at any time with or without notice to you.

8. Governing Law and jurisdiction

- 8.1. Your access and use and of the Portal is governed by, and will be interpreted in accordance with, the laws in force in the State of Victoria. You agree to submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia for all matters relating to your access and use of the Portal.

9. Definitions

Term	Meaning
Access information	The email address and password to access your ASIC Connect Journalist account
ASIC, we, us or our	Australian Securities and Investments Commission
ASIC Connect Journalist account	An account to access and use the ASIC Journalist Portal
ASIC Journalist Portal, Portal	An online service available at www.asic.gov.au for journalists to search ASIC Registers

Term	Meaning
ASIC Registers	<p>The registers maintained by ASIC in respect of companies, businesses and finance professionals pursuant to the following legislation:</p> <p>the <i>Corporations Act 2001</i> (Cth)</p> <p>the <i>Business Names Registration Act 2011</i> (Cth)</p> <p>the <i>National Consumer Credit Protection Act 2009</i> (Cth)</p> <p>the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>
Personal Information	Personal Information is as defined in the <i>Privacy Act 1988</i> (Cth)
Search products	<p>Information from the ASIC Registers which is available to the public in a particular form. A list of search products is available on ASIC's website at www.asic.gov.au.</p>
You or your	The user accessing the Service and where your access is in a capacity as a representative of an organisation, means both you and that organisation
Your account	Your ASIC Connect Journalist account