



ASIC

Australian Securities & Investments Commission

ASIC Regulatory Portal: User Agreement

About this agreement

This agreement sets out the terms and conditions that apply to your use of the ASIC Regulatory Portal. This Portal can be used to submit forms and transactions to, and communicate with, ASIC.

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Recitals

Introduction to the ASIC Regulatory Portal and purpose of this document

- A. The ASIC Regulatory Portal (**Portal**) is an online service ASIC (**us or we**) provides as an efficient way to interact with the people and entities we regulate (**Regulated Entity or you**). It is available to you if your activities are subject to any Legislation we administer, or you are acting on behalf of another person or entity that is a Regulated Entity.
- B. The Portal will allow you to submit regulatory information to us, including:
- documents that must be lodged with or provided to us;
 - applications; and
 - send messages to us.

We refer to lodging, giving, providing or submitting documents, forms or information to ASIC via the Portal as ‘**submitting a form or submitting a transaction**’.

- C. This document is the ‘ASIC Regulatory Portal: User Agreement’ (**Portal User Agreement**). It contains important information. It sets out the terms and conditions of your use of the Portal.
- D. Your registration for a Portal Account and use of the Portal constitute your acceptance of this Portal User Agreement.
- E. For documents that must be ‘lodged’ with us under the Legislation, we must approve lodgement if done electronically. To facilitate electronic lodgement for these documents and other forms and transactions that may be submitted via the Portal, we have approved electronic lodgement of any document that may be lodged with us via the Portal for the purposes of the Legislation in *ASIC Regulatory Portal (Electronic Submissions Approval) Instrument 2018/0522*.
- F. We also approve the format of each form or transaction as it appears in the Portal for the purposes of the relevant Legislation.

Part A – Terms and conditions of use

Terms and conditions of use

1. We agree to provide the Portal service and a personal Portal Account to you on the terms and conditions contained in this Portal User Agreement.
2. You agree to comply with the terms and conditions contained in this Portal User Agreement. Your registration for a Portal Account and each use of the Portal also constitutes acceptance of this Portal User Agreement.
3. This Portal User Agreement applies to you as a user of the Portal either:
 - 3.1. on behalf of a Regulated Entity, where you access the Portal and, depending on your Access Level, submit forms on behalf of a Regulated Entity, including as an Agent (for example, where you are a director of the Regulated Entity, or an employee of the Regulated Entity); or
 - 3.2. as a Regulated Entity yourself, where you access the Portal and submit forms on your own behalf (for example, where you are an approved self-managed superannuation fund auditor).

Your general obligations

4. You agree:
 - 4.1. to keep confidential any Confidential Information in the Portal;
 - 4.2. to keep your details for creating and accessing your Portal Account confidential, and to not permit another person to use your personal login details;
 - 4.3. to take reasonable steps to prevent and detect both unlawful and unauthorised access to your Portal Account and details for accessing this account;
 - 4.4. to provide information that is complete, true and correct, to the best of your knowledge, when submitting forms via the Portal (see paragraph 6 below regarding providing false and misleading information);
 - 4.5. to keep your contact details in your Portal Account up to date;
 - 4.6. that ASIC may monitor your access to and use of the Portal;
 - 4.7. to receive important messages from us via email or via the messaging service in the Portal, including but not limited to:
 - 4.7.1. in relation to your statutory obligations under the Legislation;
 - 4.7.2. in relation to your use of the Portal;

- 4.7.3. notice of a Portal outage (being a period when it will not be available), planned or otherwise; and
 - 4.7.4. about the forms you have submitted;
 - 4.8. that you are responsible for reading any messages we give to you in the manners described in paragraph 4.7;
 - 4.9. to supply your own compatible hardware, software and internet connection, at your own expense, to access the Portal and that you will not damage or compromise the Portal's operation in any way when doing so; and
 - 4.10. that you, and each Regulated Entity you act on behalf of, are responsible for ensuring that you comply, and the entity complies, with any applicable obligations about retaining records under the Legislation.
5. The obligation in paragraph 4.1 survives cancellation of your Portal Account, disconnection of your Portal Account from a Regulated Entity, and any period of inactivity in your Portal Account.

False and misleading information

6. You understand that:
- 6.1. giving false or misleading information or documents (including forms) to ASIC is a serious offence;
 - 6.2. failure to give information, which renders the information or documents (including forms) given to ASIC false or misleading, is also a serious offence; and
 - 6.3. giving false or misleading information known to be false or where reasonable steps have not been taken to ensure the information is true and correct is a serious offence (see ss136 and 137 *Criminal Code Act 2001*, s1308 *Corporations Act 2001* and s225 *National Consumer Credit Protection Act 2009*).

Registering for your Portal Account

7. To register for a Portal Account, you must:
- 7.1. complete all the mandatory fields in the Portal [registration page](#), including fields for your name, date of birth and email address; and
 - 7.2. comply with any Multi-Factor Authentication requirements;
 - 7.3. make certain declarations including but not limited to the following:
 - 7.3.1. you have read this Portal User Agreement and understand that your registration for a Portal Account and each use of the Portal

by you constitutes your acceptance of the terms and conditions in this agreement;

- 7.3.2. you have read and understood ASIC's [Privacy Policy](#) and the [Privacy Collection Notice for the ASIC Regulatory Portal](#);
- 7.3.3. you promise to keep Confidential Information that you access in the Portal confidential, unless instructed otherwise by an individual who is acting on behalf of the relevant Regulated Entity; and
- 7.3.4. the information contained in the Portal registration page is complete, true and correct.

Using your Portal Account

- 8. You must log in as yourself and access the Portal via your personal Portal Account.
- 9. If you do access the Portal using another person's login details or the details are not personal to you, then the consequences include (but are not limited to) the following:
 - 9.1. you will not be able to electronically sign a form submitted via the Portal because our approvals in *ASIC Regulatory Portal (Electronic Submissions Approval) Instrument 2018/0522* of the method for electronic signature only apply when you submit a form and are logged in as yourself;
 - 9.2. you may be making a false statement to ASIC when making the declarations required to submit a form via the Portal, including without limitation, that you are logged in as yourself; and
 - 9.3. you breach the terms and conditions of this Portal User Agreement.

Acting on behalf of a Regulated Entity

- 10. Any Regulated Entity, including individuals who are Regulated Entities, can invite other individuals to act on their behalf in the Portal. Individuals who act on behalf of a Regulated Entity can include but are not limited to:
 - 10.1. partners of a partnership;
 - 10.2. trustees of a trust;
 - 10.3. officers of an entity;
 - 10.4. employees of an entity; and
 - 10.5. Agents.
- 11. If you act on behalf of a Regulated Entity and you are the first Portal user to connect to that entity (for example, you are the director or secretary of a company

and you choose the registration path ‘I want to act on behalf of a registered company or body’), log into the Portal and select that Regulated Entity, you will be:

- 11.1. assigned as Billing Contact, Official Notices Contact, Industry Funding Compliance Contact for that entity automatically;
 - 11.2. able to add alternative email addresses (either individual or group email address) for the Billing Contact and the Official Notices Contact;
 - 11.3. able to remove your details from the Industry Funding Compliance Contact if you wish because this contact is not mandatory;
 - 11.4. able to change the details for any of these contacts from your details to those of another individual who has a Portal Account that is connected to the entity.
12. Details for each of the Billing Contact, Official Notices Contact, Industry Funding Compliance Contact can be changed by the person whose details are recorded as the relevant contact, and generally by a Senior Administrator or Administrator.

Invitations to connect to a Regulated Entity in the Portal

13. If you are a Senior Administrator for a Regulated Entity, you may:
- 13.1. invite an individual to connect their Portal Account to the Regulated Entity with a specified Access Level;
 - 13.2. change the Access Level of a user whose Portal Account is connected to the Regulated Entity;
 - 13.3. change the details for the Regulated Entity’s Billing Contact, Official Notices Contact or Industry Funding Compliance Contact; and
 - 13.4. change which individuals have access to or are restricted from forms that have been created in the Portal.
14. If you are an Administrator for a Regulated Entity, you may take any of the actions referred to in paragraph 11, but you may not give any user an Access Level of Senior Administrator.
15. When you take either of the actions referred to in paragraph 11 (either because you are a Regulated Entity or you are acting on behalf of one), you authorise the individual to act on behalf of the entity in accordance with the Access Level you give them.
16. To accept an invitation to connect your Portal Account with a Regulated Entity you must agree not to act outside the scope of the authority given to you by or on behalf of the Regulated Entity in the invitation and in any separate written terms and conditions.

17. Nothing in the Portal or this Portal User Agreement gives you authority to access or submit information about a Regulated Entity, its officers or employees, in excess of the authority given to you when you are invited to connect your Portal Account to that Regulated Entity at a particular Access Level or when your Access Level is changed.

Cessation of authority

18. To revoke a Regulated Entity's authorisation of an individual to act in the Portal on its behalf, a Senior Administrator or Administrator can disconnect that individual's Portal Account from the Regulated Entity.
19. If an individual ceases to be authorised to use the Portal on behalf of a Regulated Entity, including, without limitation, if they cease employment with the entity, then a Senior Administrator or Administrator for the entity must disconnect that user's Portal Account from the entity by or before the date on which they cease to be authorised (to the extent the user has not already done so in accordance with paragraph 18).
20. You may disconnect your own Portal Account from a Regulated Entity at any time, except where you are the only Administrator (Senior or otherwise) for a Regulated Entity. If you are the last Administrator, before you do so, you must either:
 - 20.1. first appoint another Senior Administrator or Administrator if the entity will continue to be regulated by us; or
 - 20.2. ensure all other users connected to the entity have been disconnected if the entity will no longer be regulated by us.
21. Regulated Entities, through their Administrators (Senior or otherwise), are responsible for maintaining access rights of users whose Portal Accounts are connected to that entity's Portal page, including without limitation, ensuring that a user's Portal Account is disconnected from the entity's Portal page when that user is no longer authorised to act on behalf of the entity in the Portal.

Electronic signatures

22. For the purposes of the relevant Legislation and all other purposes, selecting 'Submit' when you are logged in as yourself is the electronic method for you to sign a form that you submit via the Portal.

Restricting access to forms or transactions

23. When you launch a transaction as an, or on behalf of, an entity, you can select individuals who may access it from a drop-down menu of individuals with Portal Accounts connected to that entity.
24. The restrictions on access to a transaction can be changed at any time by any user that was granted access when the transaction was launched.

25. You are responsible for managing who has access to forms within your Portal Account.

Submitting forms or transactions

26. For the purposes of the relevant Legislation and all other purposes, selecting ‘Submit’ when you are logged in as yourself is the electronic equivalent of you:

- 26.1. lodging a document (including a form or transaction) with us, subject to our right to refuse to register or receive a document under the Legislation (see paragraph 27);
- 26.2. giving a document (form or transaction) to us; or
- 26.3. submitting a document (form or transaction) to us.

27. To submit a form or transaction (other than correspondence) via the Portal, you must:

- 27.1. complete all the mandatory fields in the form or transaction, including fields for your name and residential address;
- 27.2. upload any documents we require you to attach to that form or transaction in the Portal in the specified file format; and
- 27.3. make certain declarations including but not limited to the following:
 - 27.3.1. you are logged into the Portal using your personal login details;
 - 27.3.2. you have read and understood ASIC’s [Privacy Policy](#) and [Privacy Collection Notice for the ASIC Regulatory Portal](#);
 - 27.3.3. you consent to ASIC collecting, using and disclosing your confidential or personal information contained in the form and any attachments for the purposes set out in the [Privacy Collection Notice for the ASIC Regulatory Portal](#) (including disclosure of this form or transaction and any attachments on the Portal to any person authorised to view it);
 - 27.3.4. except where you are lodging a report of a suspected breach of the law or a statutory report, you have obtained a similar consent from other individuals whose confidential or personal information appears in the form or any attachments, which consent you can provide to ASIC on its request; and
 - 27.3.5. to the best of your knowledge, the information contained in the form, including any attachments, is complete, true and correct, and you have taken reasonable steps and made reasonable inquiries to confirm this.

28. When you select ‘Submit’:

- 28.1. a confirmation screen will appear confirming the submission and providing your submission number; and
 - 28.2. the form's status in the Portal will appear as 'submitted'.
29. Neither the confirmation screen following submission, nor a form status of 'submitted', is our acceptance of the form or confirmation that you, or the entity you are acting on behalf of, have complied with the law.

Time zone for submitting forms

30. The date and time of submission of the form, being Eastern Standard Time, or Eastern Standard Daylight-Saving time (whichever applies in the Australian Capital Territory), will be recorded on the confirmation screen and in the form's status as it appears in the Portal.
31. If you are, or a Regulated Entity that you act on behalf of is, required to submit a form on a particular day, it is your responsibility to ensure that you submit the form on that day in the time zone referred to in paragraph 30, regardless of your physical location when using the Portal.

We can refuse to receive forms

32. We may refuse to accept for submission a form submitted via the Portal. We may do so for reasons including but not limited to where we consider it:
- 32.1. contains matter contrary to the law or that is false or misleading;
 - 32.2. is incomplete or illegible;
 - 32.3. is not written in English or accompanied by an English translation; or
 - 32.4. where the relevant Act requires it to be signed by a specific person, that person has not electronically signed it.

What happens when you submit a form via the Portal

33. After you have submitted a form via the Portal:
- 33.1. we check the form to ascertain whether we might refuse to receive it and if we:
 - 33.1.1. accept the form for submission and it has been allocated for review, the form's status in the Portal changes from 'submitted' to 'in progress';
 - 33.1.2. refuse to receive the form, the form's status in the Portal changes from 'submitted' to 'rejected'; and
 - 33.1.3. if there is not sufficient information for ASIC to take the relevant action, or any particular legislative requirements have not been

satisfied, we may request further details and/or evidence before its status will change from ‘submitted’ to ‘in progress’; and

- 33.2. once we make a decision that the requirements for lodgement or submission of a form have been met, the form’s status in the Portal will change to ‘completed’.
- 33.3. a form status of ‘completed’, is simply an indication that a form or transaction has been accepted as lodged or submitted. The form status of ‘completed’ is not confirmation that you, or the entity you are acting on behalf of, have complied with the law, or that ASIC’s consideration of an application, request or other matter raised by the form has been commenced or finalised.

Viewing submitted forms and transactions

34. You will be able to view forms submitted via the Portal (including correspondence) on the Portal for up to 3 years.
35. We will save this information on other ASIC databases which are subject to government archiving policy.
36. You acknowledge that, except as expressly provided for in the Legislation, submitting information to us through the Portal for one purpose (either under another legislative provision or for some other purpose) is not taken to satisfy any other obligation to submit that information to us.

Note: For example, where a regulated entity is an Australian financial services licensee, and you update the entity’s contact details in the Portal for administrative purposes, this is not taken to satisfy the obligation of the Regulated Entity to lodge a form under regulation 7.6.04 of the Corporations Regulations 2001 about a change in particulars entered in a register of financial services licensees.

Prefilled information

37. We may use information previously submitted to us to automatically prefill parts of a form in the Portal.
38. Notwithstanding any automated prefilling, you acknowledge that it is your responsibility (on your own behalf and on behalf of any Regulated Entity) to:
 - 38.1. keep information held on our public registers up to date; and
 - 38.2. correct any error in any prefilled information in a form before submitting the form, by ensuring that the relevant process to update our records is followed and then recreating the form so it captures the updated information.
39. You acknowledge that updating our records may require your submission of a change request on another ASIC system, which may take us time to process.

40. Notwithstanding any calendar entries that we may insert into your Regulatory Calendar in the Portal, you acknowledge that it is your responsibility (on your own behalf and on behalf of any Regulated Entity) to:
- 40.1. correct any such calendar entries where necessary; and
 - 40.2. ensure that you comply with your regulatory obligations in the required time, regardless of whether there is a reminder in the Regulatory Calendar, a calendar entry is erroneous or there is no calendar entry for a regulatory obligation.

Saving information

41. When you use the ‘Save’ function in the Portal, we will save a draft on the Portal for up to 6 months of inactivity after which time we will delete it, unless the draft is accessed, in which case the 6-month period is reset.
42. For security reasons, your session in the Portal may be logged out when it is inactive for 30 minutes or more. You:
- 42.1. acknowledge that this may occur before you have saved information that you have entered into a draft form; and
 - 42.2. agree that we are not liable to you or any other person for the loss of any saved information, however arising.
43. You acknowledge that ASIC may vary forms from time to time and that this may occur while a form is in draft.

Fees and levies

44. We will send an email notification to the Billing Contact when we issue an invoice through the Portal to collect:
- 44.1. levies imposed by the Levies Legislation; and
 - 44.2. fees imposed by the Fees Legislation or Legislation generally.
45. You must nominate a Billing Contact when:
- 45.1. you register for a Portal Account; and
 - 45.2. you are the first person to connect your Portal Account to a Regulated Entity.
46. You agree to keep the contact details for the Billing Contact up to date.

Privacy

47. Information provided to us through the Portal may include personal information. We will collect and use personal information in accordance with ASIC’s [Privacy Policy](#) and the [Privacy Collection Notice for the ASIC Regulatory Portal](#). This

collection notice also contains information about how we handle personal information, rights to seek access to and correct personal information, and to complain about breaches of privacy by us.

48. Except where you are lodging a report of a suspected breach of the law or a statutory report, to submit a form (including any attachments to it) or otherwise provide information through the Regulatory Portal that contains another person's personal or confidential information, you:

48.1. must obtain that person's consent to:

48.1.1. our disclosure of their information to other bodies and other bodies disclosing information to ASIC for the purpose of ASIC verifying the information contained in the form and any attachments;

48.1.2. ASIC collecting, using and disclosing their personal and confidential information contained in the form and any attachments for the purposes set out in the [Privacy Collection Notice for the ASIC Regulatory Portal](#) (including disclosure on the Portal to any person authorised); and

48.2. may be required to declare that you have obtained these consents before you can submit the form.

Security

49. You agree to tell us immediately by calling ASIC's Customer Contact Centre (on 1300 300 630 in Australia or +61 3 5177 5407 from outside Australia) if you:

49.1. know or suspect that your details for creating and accessing your Portal Account are no longer confidential or that your Portal Account has been accessed or used by someone other than you;

49.2. know or suspect that someone is acting outside their authority to act on behalf of a Regulated Entity in the Portal.

50. You agree to change your password immediately in any of the circumstances set out in paragraph 49 above.

51. You acknowledge that:

51.1. we will refuse access to your Portal Account if we are unable to authenticate your login details; and

51.2. we may audit your activity and the authority under which you act in the Portal from time to time.

Prohibited uses of the Portal

52. You must not use the Portal or allow your Portal Account to be used to:

- 52.1. access information that you are not authorised to access;
- 52.2. access, use or disclose information for any purpose unconnected to the purpose for which it is made available;
- 52.3. access another person's Portal Account;
- 52.4. participate in any illegal or fraudulent activity;
- 52.5. cause disruption or adverse effects to the operation of the Portal;
- 52.6. infringe a person's rights or prevent them from using the Portal;
- 52.7. harass, cause distress or inconvenience others;
- 52.8. post or send unlawful, defamatory, offensive or scandalous material or material that breaks or encourages breaking the law;
- 52.9. access, monitor or copy the Portal or its contents, including without limitation using any third-party software, unless we have given you prior written permission; or
- 52.10. provide false and misleading information to us and you acknowledge that doing so may result in prosecution, administrative action and civil or criminal penalties.

Suspension and cancellation of your Portal Account

53. We may cancel your Portal Account at any time with or without notice if we reasonably believe that you have:
 - 53.1. breached any of the terms of this Portal User Agreement, including but not limited to paragraph 52 above; or
 - 53.2. given us incomplete, inaccurate, false or misleading information during the registration process or in any form submitted via the Portal.
54. We may suspend your Portal Account at any time, with or without notice, including but not limited to in circumstances where we reasonably believe that you are or someone else is improperly using the Portal and/or your Portal Account.
55. You may cancel your Portal Account in your profile under the Account Settings tab at any time, except where you are the only Senior Administrator of Administrator for a Regulated Entity and there are other individuals whose Portal Accounts are connected to the entity and who have a lower Access Level than you. In this case, you must take the actions in paragraph 20.1 or 20.2 before you cancel your Portal Account.

Disclaimer and liability

56. You agree that:

- 56.1. we do not guarantee the availability of the Portal at any given time; and
 - 56.2. your access to the Portal depends on external factors such as internet service providers.
57. You acknowledge that the Portal may not be available from time to time and you may experience technical issues with the Portal.
58. We will endeavour to, but may not in every instance, provide reasonable notice of availability of, interruptions to and other technical issues with the Portal. We may post such notice on our website, or send it to your email address recorded in the Portal.
59. We will not be liable to you or any other person or Regulated Entity for any:
- 59.1. loss suffered as a result of deletion of saved information before a form is submitted;
 - 59.2. loss, damage, costs or expenses of any kind arising out of or in connection with any delay, omission, default, negligence or error by us in relation to the availability, functionality or performance of any aspect of the Portal; or
 - 59.3. indirect or consequential loss or damage, or loss of data or profits arising out of or in connection with your use of the Portal, whether or not we were aware of the possibility of such loss or damage, including but not limited to:
 - 59.3.1. any damage to your computer, any other device used for accessing the Portal, any software or systems caused by any virus, regardless of its origin; or
 - 59.3.2. failure of a Regulated Entity to update rights of users to its Portal page in accordance with paragraph 19; or
 - 59.3.3. any unauthorised access to information in the Portal including unauthorised access using your Portal Account.

Changes to the Portal and to this Portal User Agreement

60. We may make changes to the functionality of the Portal at any time, with or without notice. We may notify you of changes to the Portal through publishing notice of the variation on the Portal Landing Page.
61. We may vary the terms and conditions in this Portal User Agreement at any time by publishing notice of the variation on our website.

Miscellaneous

62. The law in force in the Australian Capital Territory governs this Portal User Agreement and the transactions this Portal User Agreement contemplates.

63. Except where the Legislation provides otherwise, we may notify you of any matter relating to the Portal on our website, by telephone, SMS, email or mail to any relevant address you have provided.
64. If any provision of this Portal User Agreement is found to be invalid or unenforceable by a Court of law, that provision is severed from the Portal User Agreement and the remainder of the Portal User Agreement will continue in force and effect.

Part B – Interpretation and definitions

Interpretation

65. In this Portal User Agreement, unless the contrary intention appears:

- 65.1. the singular includes the plural and vice versa;
- 65.2. another grammatical form of a defined word or expression has a corresponding meaning;
- 65.3. a reference to this Agreement, or another agreement, instrument or transaction includes any variation or replacement of any of them; and
- 65.4. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

Definitions

66. In this Portal User Agreement, the following terms have the following meaning, unless the context in this agreement indicates otherwise.

Access Level	<p>Any of the following levels of access to information about a Regulated Entity in the Portal, with the corresponding permissions:</p> <ol style="list-style-type: none">a) Senior Administrator – can launch, edit and submit a form or transaction; invite other users; view, send and reply to correspondence and notices; and pay invoices.b) Administrator – has generally the same Access Level as Senior Administrator with some exceptions – for example, they cannot disconnect a Senior Administrator.c) Approver – in general, can launch, edit and submit a form or transaction; view, send and reply to correspondence; and view other administrative details for an entity. There are restrictions to this Access Level.d) Editor – in general, can launch and edit a form or transaction; and view, send and reply to correspondence. There are restrictions to this Access Level.
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Administrator	A user of the Portal with the Access Level to act on behalf of a Regulated Entity as set out in paragraph b) of the definition of Access Level.
Agent	Any individual who is given the ability to connect their Portal Account to a Regulated Entity and to access the Portal on behalf of the Regulated Entity.
ASIC	The Australian Securities and Investments Commission.
ASIC Regulatory Portal	The internet channel that allows authenticated Regulated Entities to interact securely with us, which you can access at the Portal Landing Page.
Billing Contact	An individual nominated to receive invoices on behalf of a Regulated Entity.
Confidential Information	Information that is by its nature confidential, but excludes information required to be disclosed by law or which becomes public knowledge other than by a breach of law.
Corporations Act	The <i>Corporations Act 2001</i> .
Corporations Legislation	The <i>Australian Securities and Investments Commission Act 2001</i> , the Corporations Act, the Corporations Regulations 2001, the <i>Corporations (Fees) Act 2001</i> , the <i>Corporations (Fees) Regulations 2001</i> and any instruments made under that legislation.
Cost Recovery Regulations	The <i>ASIC Supervisory Cost Recovery Levy Regulations 2017</i> .
Credit Act	The <i>National Consumer Credit Protection Act 2009</i> .
Credit Legislation	The <i>National Consumer Credit Protection Act 2009</i> , the <i>National Consumer Credit Protection Regulations 2010</i> and any instruments made under that legislation.
Fees Legislation	The <i>Corporations (Fees) Act 2001</i> , the <i>Corporations (Review Fees) Act 2003</i> , the <i>National Consumer Credit Protection (Fees) Act 2009</i> , the <i>Superannuation Auditor Registration Imposition Act 2012</i> and any instruments made for the purposes of those Acts.

form	A document, form, transaction or information that can be provided to us via the Portal
Industry Funding Compliance Contact	An individual nominated to liaise with us about compliance with the Levies Legislation and the Cost Recovery Regulations on behalf of a Regulated Entity
Legislation	The Corporations Legislation, the Credit Legislation, the SIS Legislation, the Levies Legislation, the Fees Legislation, the PGPA Legislation and/or the TTMR Legislation (as the case may be).
Levies Legislation	The <i>ASIC Supervisory Cost Recovery Levy Act 2017</i> , the <i>ASIC Supervisory Cost Recovery Levy (Collection) Act 2017</i> and any instruments made for the purposes of those Acts.
Multi-factor Authentication	Identity verification requirements in addition to user name and password that enable a user to log into the ASIC Regulatory Portal, which requirements may be administered by either ASIC or a third-party engaged by ASIC.
Official Notices Contact	An individual nominated to receive notices on behalf of a Regulated Entity
Portal Account	Your personal account through which you access the Portal.
PGPA Legislation	The <i>Public Governance, Performance and Accountability Act (2013)</i> , <i>Public Governance, Performance and Accountability Rule 2014</i> and other associated legislative instruments and policies.
Portal Landing Page	The page on ASIC’s website on which users can access the ASIC Regulatory Portal .
Portal User Agreement	This document titled ‘ASIC Regulatory Portal: User Agreement’, as it exists from time to time.
Regulated Entity	A person or an entity that is, or is applying to be, subject to the Legislation we administer (whether they are acting in their own capacity or on behalf of another person or entity that is subject to the Legislation we administer).
Regulatory Calendar	Once available, the calendar that appears on the Portal for each Regulated Entity, which we can

automatically populate in relation to regulatory deadlines under the relevant Legislation.

Senior Administrator

A user of the Portal with the Access Level to act on behalf of a Regulated Entity as set out in paragraph a) of the definition of Access Level.

SIS Legislation

The *Superannuation Industry (Supervision) Act 1993*, the *Superannuation Industry (Supervision) Regulations 1994* and any instruments made under that legislation.

Submitting a form or submitting a transaction

lodging, giving, providing or submitting a document, form or information to us via the Portal.

TTMR Legislation

The *Trans-Tasman Mutual Recognition Act 1997* and any regulations or instruments made under that Act.