



ASIC
Australian Securities &
Investments Commission

ASIC REPORTABLE SITUATIONS API

USER AGREEMENT

Date: 5 September 2022

1. About the ASIC Reportable Situations API

- 1.1. The ASIC Reportable Situations API allows users to send reportable situation breach reporting information to ASIC as required by the *Corporations Act 2001* (Cth) and the *National Consumer Credit Protection Act 2009* (Cth).
- 1.2. Access to, and use of, the ASIC Reportable Situations API is subject to the terms and conditions in this User Agreement.
- 1.3. Approved Users must also comply with the **ASIC Regulatory Portal: User Agreement** in relation to the access and use of the ASIC Regulatory Portal to submit any Transaction and may also be subject to other ASIC terms and conditions, user agreements or end user licence agreements.

2. Application of User Agreement

- 2.1. The User Agreement applies from the date we publish this version.
- 2.2. Terms and conditions in this User Agreement may be updated from time to time. We will notify you of updates by email; however, it is your responsibility to undertake regular checks for updates to this User Agreement on our website (www.asic.gov.au).

3. Approved User Requirements

- 3.1. At all times, an Approved User's entity must have an Australian Business Number.
- 3.2. An Approved User must appoint a person to act as the Administrator on your behalf. The Administrator is responsible for approving and managing all requests from your authorised officers and employees to access the ASIC Reportable Situations API and for receiving email notifications from us. You are responsible for managing this process and to periodically review it to ensure only your authorised

Administrator, officers and employees have access to and use the ASIC Reportable Situations API on an as required basis to comply with these Terms.

- 3.3. You must provide ASIC with your details and notify ASIC within 14 days if your user details change. Your Approved User details include:
- (a) IP address,
 - (b) business address,
 - (c) email address,
 - (d) telephone during business hours,
 - (e) name, direct telephone number and direct email address of your Administrator, and
 - (f) name, direct telephone number and direct email address of an alternative contact person.
- 3.4. You must comply with the processes and requirements set out in the **ASIC Reportable Situations API: User Onboarding – IT Process**, as amended from time to time, in respect of using your existing valid user ID details for the ASIC Regulatory Portal to access and use the ASIC Reportable Situations API to submit Transactions via or through the ASIC Regulatory Portal and follow any documented process or directions ASIC gives to you.

4. Access to the ASIC Reportable Situations API

- 4.1. You must be an Approved User to access the ASIC Reportable Situation API.
- 4.2. Approval as an Approved User gives you a limited, non-exclusive licence to access, implement and use the ASIC Reportable Situations API to perform the permitted Transactions. ASIC reserves all other rights in respect of the ASIC Reportable Situations API, and you acknowledge, specifically and without limitation, that:
- (a) we confer no proprietary rights or interest in the ASIC Reportable Situations API through your registration or use,
 - (b) we may require you to supply samples of your user interface and any related products from time to time,
 - (c) your access and use of the ASIC Reportable Situations API do not constitute an approval or endorsement by ASIC of your user interface, services, or related products, and
 - (d) we may, at our discretion, provide a user interface for members of the public to access and use the ASIC Reportable Situations API.

- 4.3. You may develop a system including hardware, software, and communication links to access the ASIC Reportable Situations API by a user interface in accordance with our Message Specifications published on our website or provided to you from time to time. You are responsible for obtaining, installing, and maintaining the system and all costs associated with your access and use of the ASIC Reportable Situations API.
- 4.4. You may outsource to a third party the development of a user interface to access the ASIC Reportable Situations API. To do this:
- (a) you must ensure the third-party developer is aware of, and complies with, this User Agreement,
 - (b) you are responsible for any third-party supported or hosted system including any equipment.
- 4.5. To commence access to the ASIC Reportable Situations API, you must have:
- (a) thoroughly tested your system within your own environment and with our Test Database,
 - (b) established that your system and user interface comply with all requirements set out in the **ASIC Reportable Situations API Specifications** document, including implementation of the Message Specifications and any other technical specifications and other standards and requirements advised by us and adhere to ASIC's approved forms and notices, and
 - (c) completed the **ASIC Reportable Situations API - Application Form** and onboarding process, as amended from time to time by ASIC and reasonably notified to you.
- 4.6. You acknowledge that:
- (a) we will not provide any software or equipment required for you to send data to, and receive data from, ASIC to access the ASIC Reportable Situations API,
 - (b) we are not responsible for the quality or suitability of any system or user interface developed by you or a third party, and
 - (c) we will not provide any technical support for your system or user interface.

5. Use of the Services

Keeping your system and user interface up to date

- 5.1. You must only make available a system and user interface that complies with our **ASIC Reportable Situations API Specifications** to access and use the ASIC Reportable Situations API.
- 5.2. It is your responsibility to undertake regular checks to ensure your system and user interface comply with our current **ASIC Reportable Situations API Specifications**

including any updates as a result of legislative amendments or ASIC's requirements that facilitate the administration of legislation.

- 5.3. If a new version of the Message Specifications is issued, you must update your system and user interface to comply with the current version by the production or deployment date specified and reasonably notified by ASIC to you, or such other time agreed between you and us.
- 5.4. If we notify you of proposed changes to an approved form or notice or any other technical requirement, you must update your system and user interface to comply with the proposed change within the time we reasonably require.

Authentication

- 5.5. You must ensure your system authenticates in accordance with our authentication requirements. Our authentication requirements:
 - (a) are set out in the Message Specifications, and
 - (b) may include username and password, or any other credentials.

Authorised use

- 5.6. You acknowledge and agree that we will rely on submitted Transactions unless we are notified that the Transactions are not authorised.
- 5.7. You warrant and declare, and will ensure that any Transactions you submit are true and correct to the best of your knowledge.
- 5.8. It is your responsibility to comply with all applicable security measures, including those set out in clause 7 below, to protect and maintain the security of your access to the ASIC Reportable Situations API.
- 5.9. You must ensure you do not, you agree not to, and you agree to not enable others to, use your system, user interface, or access to the ASIC Reportable Situations API to:
 - (a) gain unauthorised access to any part of the ASIC registers or the ASIC Regulatory Portal that is unrelated to your companies, businesses, or to any other non-public ASIC databases,
 - (b) copy (except where expressly permitted by ASIC), decompile, reverse engineer, disassemble, attempt to derive the source code or, decrypt or modify any software within the ASIC system,
 - (c) use any deep-link, web-content scraping, or other automatic device, program, algorithm, or methodology to:
 - (i) access, acquire, copy, or monitor any part of the ASIC website, the ASIC registers, the ASIC Regulatory Portal, or their content without our prior written consent, or

- (ii) in any way to reproduce or circumvent the navigational structure of the ASIC website, or
- (iii) to obtain or attempt to obtain any materials, documents or information through means that are not intentionally made available by ASIC through the ASIC website, or
- (d) use the Service to submit, post or transmit any offensive or objectional content.

Adverse impact

5.10. We will notify you if your access to and use of the ASIC Reportable Situations API is causing an adverse impact on the ASIC system and we may direct you to immediately suspend the submission of Transactions or requests for a specified period of time.

Not harmful, malicious, or destructive

5.11. You must ensure that your system to access and use the ASIC Reportable Situations API does not contain any computer program, device or code that is harmful, destructive, disabling or which assists in or enables theft or unauthorised alteration of data, and you must implement security measures to prevent the transfer of any such harmful, malicious, or destructive program, virus, or code into the ASIC system

6. Service availability and upgrades

- 6.1. We intend the ASIC Reportable Situations API to be reasonably available during Business Hours of Business Days; 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).
- 6.2. We may upgrade the functionality, capabilities, and technology of the ASIC Reportable Situations API at any time. We will endeavour to provide reasonable notice by email of any changes that we consider should be advised to Approved Users. In no event will we be obliged to provide notice exceeding 14 days.
- 6.3. You are responsible for undertaking regular checks for any upgrades on our website.

7. Security measures

- 7.1. You must ensure that access to the ASIC Reportable Situations API is restricted to your authorised officers and employees and your authorised officers and employees are aware of and comply with these Terms.
- 7.2. You must implement security measures, including any security procedures or requirements notified by ASIC, to protect and maintain the security of your access to the ASIC Reportable Situations API including maintaining the security of all

usernames, passwords, ASIC keys, and any other information relating to access, authentication, and security of the ASIC Reportable Situations API.

7.3. You must:

- (a) take all reasonable steps to prevent and detect unlawful and unauthorised use of your access to the ASIC Reportable Situations API and prevent unauthorised disclosure of information obtained through the ASIC Reportable Situation API, and
- (b) not use any other user's username, password, credentials, or authentication to access or use the ASIC Reportable Situations API.

7.4. You must immediately notify us if you know or suspect that access or authentication security information has been compromised or any other kind of unlawful or unauthorised use or security breach has occurred.

7.5. You acknowledge and agree that we may monitor and log any access and use of the ASIC Reportable Situations API.

7.6. You must provide us with any information we reasonably request in relation to your access and use of the ASIC Reportable Situations API.

8. General Obligations

8.1. You must maintain accurate and complete logs and records of all transactions directly relating to your access to and use of the ASIC Reportable Situations API. You must store and maintain these logs and records as required by any applicable legislation, and in any event, for a period not shorter than six years.

8.2. You agree to report faults, failures, or errors previously unreported in respect of the ASIC Reportable Situations API to us.

8.3. You must not submit continuous and repetitive messages to check service availability, or otherwise probe, scan or test the vulnerability of the ASIC Reportable Situations API.

8.4. You warrant that you will not make misleading or deceptive statements in relation to the ASIC Reportable Situations API, or any other services or information provided by ASIC.

8.5. You must not engage in conduct, in the course of your activities, which is likely to diminish the public confidence in the ASIC Reportable Situations API or bring the status of Approved Users into disrepute.

8.6. You must act in accordance with any reasonable directions given by ASIC.

9. Contacting ASIC

9.1. We will provide email support for Approved Users of the ASIC Reportable Situations API during Business Hours.

- 9.2. We may use any information you have given to us to verify your identity.
- 9.3. You must not at any time provide false or misleading information about your identity when you deal with ASIC.

10. Marketing

- 10.1. You must ensure that any marketing or promotion of your system to access the ASIC Reporting Situations API by your business is accurate, lawful, and not prejudicial to the good reputation or the objectives of ASIC.
- 10.2. You must ensure that your business marketing and communication products and any related materials content connected with the ASIC Reporting Situations API clearly distinguishes you as a private entity and independent of ASIC. The content must:
 - (a) clearly display your registered business name on each product,
 - (b) not contain any statements that infer or may suggest that ASIC endorses your services or products or that you are authorised by ASIC, and
 - (c) not include any ASIC logo, or any logos, colours and designs that are similar to or likely to be confused with any logos, colours or designs of ASIC.
- 10.3. Without limiting the foregoing, you must not in connection with your business name or any marketing materials relating to the ASIC Reportable Situations API use any words or expressions that:
 - (a) may confuse or mislead customers in any way about your business, or
 - (b) suggest you are authorised or endorsed by a government body.

11. Approved User to apply restrictions to Transactions

- 11.1. You acknowledge that when you submit a Transaction via the ASIC Reportable Situations API that Transaction will initially be unrestricted until you apply any applicable restrictions to that Transaction.
- 11.2. Approved User may apply any restrictions to a Transaction via the ASIC Reportable Situations API in accordance with the relevant restrictions process or requirements set out for or that applies to the ASIC Regulatory Portal.

12. Use and disclosure of information

- 12.1. Information provided by you collected, stored, used, or disclosed by us, may include Personal Information.
- 12.2. Our Privacy Policy (www.asic.gov.au/privacy) describes how we handle Personal Information, and individuals' rights to seek access to and correct Personal Information, and to complain about breaches of privacy by ASIC.

- 12.3 You acknowledge that you have read our Privacy Policy before you submit a Transaction through the ASIC Reportable Situations API.
- 12.4. You must comply with the Australian Privacy Principles under the *Privacy Act 1998* (Cth) in your disclosure, collection, use and management of Personal Information in connection with the ASIC Reportable Situations API. Without limiting the foregoing:
- (a) it is your responsibility, where applicable, to obtain the requisite consent from each individual, to whom the Personal Information relates, before you submit any Transaction containing their Personal Information,
 - (b) you must comply with our Privacy Policy (including our Notifiable Data Breach requirements under the Privacy Act) in respect of any personal information that you obtain from us through the ASIC Reportable Situations API, or collect or handle in connection with your use of the ASIC Reportable Situations API,
 - (c) you must immediately notify ASIC in writing if there are reasonable grounds to suspect there may have been an Eligible Data Breach or possible breach of any of the obligations contained in the Australian Privacy Principles, and
 - (d) you must not disclose or use any personal information obtained through the ASIC Reportable Situations API to any person or for any purpose unless the disclosure or use is required or authorised by or under an Australian law or a court/tribunal order.

13. Confidentiality

- 13.1. You must not, without our prior written consent, disclose or use any Confidential Information received or obtained by you from ASIC unless, and except to the extent that:
- (a) the Confidential Information is generally available to the public, or
 - (b) any disclosure or use by you is required by law.

14. Disclaimer

- 14.1. You acknowledge that the speed and characteristics of the ASIC Reportable Situations API 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.
- 14.2. While we endeavour to ensure that information provided through the ASIC Reportable Situations API is accurate and error-free you acknowledge that we will not be responsible for any inaccuracy, omission, defect, or error in the information. We will not be liable for any loss or damage, however arising, which may be caused by the use of the information.
- 14.3. You acknowledge that we will use reasonable endeavours to ensure that the information provided through the ASIC Reportable Situations API is free from computer virus infections, spyware, or any other malicious content.

15. Indemnity

- 15.1. You indemnify us from and against any losses or claims arising out of or as a consequence of any breach of any of this User Agreement by you or any of your officers, employees, agents, or contractors; or your negligent, wrongful, or unlawful act or omission in relation to your access to and use of the ASIC Reportable Situations API.

16. Suspension and cancellation

- 16.1. You may cancel your access to the ASIC Reportable Situations API at any time by notifying us in writing.
- 16.2. You must notify us immediately if you become aware of any breach or possible breach of this User Agreement and advise us:
- (a) of all actions taken to remedy the breach, and
 - (b) of any actions undertaken to avoid a reoccurrence.
- 16.3. We may, at our discretion and without limiting our rights under this User Agreement, immediately limit or suspend your access to the ASIC Reportable Situations API for a period of time we determine where we know or reasonably believe:
- (a) you have failed to comply with a direction given under this User Agreement within the time required, or
 - (b) you have breached any terms and conditions of this User Agreement and failed to remedy the breach within the time required after receiving notice from ASIC to remedy the breach, or
 - (c) you have provided us with incomplete, inaccurate, false, or misleading information, or
 - (d) you are probing, scanning, testing, or otherwise submitting continuous and repetitive messages impacting the ASIC Reportable Situations API.
- 16.4. To reconnect your access following suspension under clause 16.3(d), we may require you to notify us in writing the reasons for the repetitive messages and provide assurance that the problem has been resolved and will not reoccur.
- 16.5. We may, by giving you written notice, cancel your access to the ASIC Reportable Situations API at any time where we know or reasonably believe:
- (a) you have breached any of the Terms and conditions of this User Agreement, or
 - (b) you have provided us with incomplete, inaccurate, false, or misleading information, or
 - (c) you have entered into an insolvency event, or

- (d) you cause significant adverse impacts to our systems and processes, or
- (e) your access has become inactive, or
- (f) you have failed to observe any other requirements provided for under these Terms.

16.6. We may cancel your access to the ASIC Reportable Situations API at any time with or without notice if you, your officeholders or any of your authorised officers or employees in circumstances where you:

- (a) are the subject of an unresolved complaint, inquiry or investigation into the conduct of your business activities, or
- (b) are the subject of any disciplinary action relating to your occupation or profession, or
- (c) are disqualified from managing corporations under the *Corporations Act 2001* (Cth).

17. Intellectual Property

17.1. You acknowledge that all materials, documentation, or other information including any Intellectual Property Rights provided to you by, or accessed by you from ASIC, are the property of ASIC, and will at all times remain the property of ASIC.

17.2. Nothing in this User Agreement grants you any right to use or display any registered or unregistered trademarks or logo of ASIC, or any element of a registered ASIC trademark.

17.3. You must not use the word 'ASIC' either on its own or in combination with other words and/or symbols:

- (a) in a domain name, or
- (b) in an email address, or
- (c) in a username in any social media forum, or
- (d) as the name or description of any of your services or products if we direct you not to use the word 'ASIC' in a service or product.

18. Severability and Waiver

18.1. If any term or condition, or part of a term or condition of this User Agreement is held to be invalid or unenforceable, then it may be severed and the remaining parts of the terms or conditions, or this User Agreement continue in force.

18.2. Waiver of any term or condition of this User Agreement must be in writing and is effective only to the extent set out in any written waiver.

19. Notices

19.1. We may advise or notify you of any matter on or via our website, by telephone, SMS, email, or mail to any relevant address you have provided to us.

20. Governing law and jurisdiction

20.1. You agree your access and use of the ASIC Reportable Situations API are 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 ASIC Reportable Situations API.

21. Definitions

Term	Meaning
Administrator	The person appointed by you in accordance with this User Agreement.
Approved User	<p>A person who has completed their application to access the ASIC Reportable Situations API and has received security credentials including usernames, passwords, ASIC keys, and any other information required to access, authenticate, and maintain the security of their access to the ASIC Reportable Situations API, including:</p> <p>(a) any authorised officers and employees of the person; and</p> <p>(b) any other person permitted by ASIC to access the ASIC Reportable Situations API.</p>
ASIC, we, us or our	Australian Securities and Investments Commission
ASIC Customer	A business name holder, company, officeholder, or finance professional.
ASIC Reportable Situations API	The machine-to-machine interface in the form of application programming interface to enable Approved Users to carry out permitted Transactions i.e. send reportable situations as required by either or both of the <i>Corporations Act 2001</i> (Cth) and <i>National Consumer Credit Protection Act 2009</i> (Cth).
ASIC Regulatory Portal	An online service that allows people and entities to interact and submit regulatory information to ASIC.
Confidential Information	Information that is by its nature confidential and an Approved User knows or ought to know is confidential.
ASIC Reportable Situations API Specifications	<p>The standards and requirements advised by ASIC for the purposes of submitting Transactions through the ASIC Reportable Situations API including:</p> <p>(a) Message Specifications and any other technical specifications and other standards and requirements advised by ASIC, and</p> <p>(b) the prescribed or approved forms and notices pursuant to legislation.</p>

Term	Meaning
Business Hours or Business Days	From 8.00am to 6.00pm (local time) on any day that is not a Saturday, Sunday or a public holiday in the Australian Capital Territory.
Eligible Data Breach	Has the same meaning as it has in section 6 of the <i>Privacy Act 1988</i> (Cth).
Insolvency event	Any one or more of the following events or circumstances: <ul style="list-style-type: none"> (a) Being in liquidation or provisional liquidation or under administration, (b) Having a controller or analogous person appointed to you or any of your property, (c) Failing to comply with a statutory demand, (d) Entering into a personal insolvency agreement, (e) Being bankrupt, (f) Being unable to pay your debts as and when they become due and payable or being otherwise insolvent.
Intellectual Property Rights	All intellectual property rights, including the following rights: <ul style="list-style-type: none"> (a) patents, designs, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and domain names (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere whether or not such rights are registered or capable of being registered.
Message Specifications	The ASIC specifications, authentication and authorisation requirements which will enable access and interface to the ASIC Reportable Situations API, as amended by ASIC from time to time.
Personal Information	Has the same meaning as it has in section 6 of the <i>Privacy Act 1988</i> (Cth).

Term	Meaning
Test Database	A replica of the ASIC system which operates outside ASIC's live or production environment for the purposes of testing the compatibility of your system with the ASIC system in relation to accessing the ASIC Reportable Situations API.
Transaction or Transactions	Submission and lodgement of reportable situations required by either or both of the <i>Corporations Act 2001</i> (Cth) and <i>National Consumer Credit Protection Act 2009</i> (Cth).
User Agreement or these Terms	This user agreement, including the terms and conditions and any updates or amendments of them as published by ASIC.
You or your	An Approved user accessing the ASIC Reportable Situations API and where your access is in a capacity as a representative of an organisation, means both you and that organisation.