



APPLICATION FOR ACCESS TO AFSA'S B2G PRODUCTION ENVIRONMENT

How your information will be used

The information you are required to provide on this form is collected for the purpose of facilitating your use of AFSA web services. The Australian Financial Security Authority has a privacy policy at www.afsa.gov.au/privacy that provides information regarding the collection, storage, use and disclosure of personal information, including how you may: (i) access your personal information; (ii) seek to have that information corrected; and (iii) complain if you feel your privacy has been breached, along with information on how your complaint will be dealt with.

Applicant Details

Applicant (full legal entity name)

ABN

Authorised representative

Position

Phone

Email

The applicant requests access to and use of AFSA's B2G Production Environment and acknowledges that such access and use is subject to the AFSA B2G Production Environment Terms and Conditions.

Signature of authorised representative

Date (DD/MM/YYYY)

AFSA B2G Production Environment Terms and Conditions

1. Definitions

"Account" means your AUSkey authentication credential and IP address that you have authorised to access the NPII B2G environment

"B2G Client" refers to a party interacting with AFSA via a B2G Client System and includes where the context admits, the employees, agents and subcontractors of the B2G Client.

"B2G Client System" means software that makes requests and receives responses from published AFSA web services.

"Customer" refers to a third party who pays a fee to a B2G Client or Reseller for services derived from AFSA's B2G services.

"Direct Forwarding" means that there is no caching or modification to NPII content as it is passed by a B2G Client directly from AFSA to a Customer in response to an inquiry from that Customer.

"Extract" refers to an approved form of presentation of information entered on the NPII.

"Integrator" refers to a party performing software development and integration between a B2G Client System and a published AFSA web service and includes where the context admits, the employees, agents and subcontractors of the Integrator. All Integrators are by definition, B2G Clients.

"Reseller" refers to a commercial entity which is a Customer of a B2G Client and which in turn has its own customers.

"we", "our" and "us" means the Australian Financial Security Authority (AFSA)

"you" and "your" means the B2G Client or Integrator as the context admits

2. Preconditions to production access

- 2.1 You shall bear all connection and integration costs to gain access to AFSA's B2G services and AFSA shall not be responsible for any of these costs.
- 2.2 You must accept and comply with these conditions, [AFSA's online Terms and Conditions](#) and all other requirements we may advise you of to enable your access and use of AFSA B2G services.
- 2.3 To the extent of any inconsistency between a provision in this document and AFSA's online Terms and Conditions, the provision in this document will prevail.
- 2.4 Integrators must comply with all requirements specified in the AFSA Web Services Gateway Guide and the Message Implementation Guides corresponding to the services supported by your client software.
- 2.5 You must have thoroughly tested your client software:
 - (a) within your own environment; and
 - (b) against the B2G Integration environment offered by AFSA
- 2.6 You must submit an AFSA credit application, be approved for credit and have available credit before you will be able to successfully execute chargeable transactions.

3. Use

- 3.1 You are responsible for access to AFSA's services via your account. B2G clients are required to implement end user authentication and authorisation appropriate to the B2G services being accessed.
- 3.2 You shall pay all charges incurred through authorised or unauthorised usage attributed to your account, excepting only any use by AFSA personnel.
- 3.3 You must ensure your B2G Client System or the use of your B2G Client System does not modify or misuse AFSA B2G services in any way.
- 3.4 If AFSA detects any intrusion at the AFSA site that originated from your client software, AFSA shall advise you, and you must take immediate remedial action. If the problem is not rectified to AFSA's satisfaction, this may result in termination of B2G access.

4. Cancellation

- 4.1 If notified by you to do so, we will promptly cancel your B2G access. We will advise you once cancellation has been effected.

5. Suspension and Termination

- 5.1 We may suspend your B2G Access, or any or all associated Account, at any time with or without notice for any reason we deem appropriate.
- 5.2 We may terminate your B2G Access at any time with or without notice where: we know or reasonably suspect that:
 - (a) you have breached these B2G Terms and Conditions;
 - (b) you have not fully and properly identified yourself or any relevant user to us; or
 - (c) you have provided us with false, incomplete or misleading information.

6. Modifications to the interface

- 6.1 AFSA may modify B2G operation schemas at any time. AFSA will use web service versioning where possible to provide a reasonable transition period for the B2G Client. Change will be managed as per AFSA's published web services versioning policy.
- 6.2 AFSA will not be liable for any loss or damage to you in respect of any modifications made either directly or indirectly to AFSA B2G services.

7. Fees and Charges

- 7.1 You shall pay to AFSA all fees applying to attributable usage of your account as set out in [AFSA's Fees and Charges](#).
- 7.2 AFSA will use its best endeavours to provide at least thirty (30) days prior notice to you of the date on which a change in fees is implemented.

8. Indemnity

- 8.1 You shall indemnify AFSA against any loss, damage, cost, expense, claim, proceeding or liability of any kind that we (or our personnel) may incur, that arises out of or in connection with, your use (including unauthorised use) of B2G Access, or the lawful exercise of our rights pursuant to these B2G Terms and Conditions.

9. Notice

- 9.1 We may advise or notify you of any matter in relation to these B2G Terms and Conditions by general or hyperlinked advice or notice on the AFSA website, by telephone, SMS, email, mail or facsimile to any relevant address you have provided to us.

10. B2G access to the National Personal Insolvency Index (NPII)

- 10.1 You acknowledge AFSA's absolute ownership of the intellectual and industrial property rights in the NPII. Such rights shall not pass to you at any time.
- 10.2 You shall use best endeavours to notify AFSA in a timely manner of any errors or issues of concern with NPII data.

Selling NPII searches

- 10.3 Where a B2G Client sells NPII searches to Customers, they must do so by means of Direct Forwarding and may not use or reuse the information from searches in any manner whatsoever.
- 10.4 (i) a B2G Client may enable access to the NPII by way of a Reseller on the same terms and conditions that apply to the B2G Client.
(ii) in the event that a Reseller is appointed, it is the responsibility of the B2G Client to:
(a) advise the Reseller of these B2G Terms and Conditions; and
(b) ensure the adherence of the Reseller to clause 10 of these B2G Terms and Conditions, with the exception of 10.4.
(iii) any breach of the B2G Terms and Conditions by the Reseller may lead to termination of the B2G Client's B2G access.
(iv) B2G Clients must provide AFSA with details (company name and contact information) of any current Resellers and must notify AFSA of any additional Reseller arrangements entered into.
- 10.5 NPII Search results must be provided to Customers in the form returned by the GetInsolvencyPDF and GetNilResultPDF operations.
- 10.6 You shall not:
(a) use or permit to be used the Commonwealth Coat of Arms, or any Australian Government logo, emblem, trademark or any modification thereof; other than where such items appear on NPII Search results referred to in 10.5; or
(b) claim the endorsement of or association with AFSA or the Australian Government without the prior written consent of AFSA.