

1. DEFINITIONS

Unless the context otherwise requires:

'Approved persons' means individuals who have been allocated an INTRA identification code and password enabling access to INTRA on behalf of the Agent.

'Commissioner' means the Commissioner of Territory Revenue as set out in the definition of "Commissioner" in section 4 (1) of the Taxation Administration Act 2007.

2. AGENT'S RESPONSIBILITY FOR ITS Approved PERSONS

- (a) The Agent will be held solely responsible for the actions and inactions of Approved persons where an Agent authorises named individuals as Approved persons to access INTRA on its behalf by signing a INTRA New User Registration Form.
- (b) It is the Agent's sole responsibility to ensure the Approved persons is informed of, and strictly complies with, the terms and conditions set out herein.

3. VARIATION

The Commissioner may at any time discontinue any feature accessible from INTRA, including the Agent's ability to conduct transactions, site content, hours of availability, and equipment required for access.

4. ACCESS REQUIREMENTS TO INTRA

- (a) Agents must ensure, where they have permitted an Approved persons to gain access to INTRA, that:
 - (i) the named Approved persons uses their allocated INTRA identification code and password for only those purposes set out and permitted under these terms and conditions; and
 - (ii) they notify the Commissioner immediately if they suspect a INTRA identification code and password is not being used in accordance with these terms and conditions, including where they suspect the INTRA identification code and password has been disclosed to others or utilised by a third party.
- (b) The Commissioner will discontinue access to INTRA where it has been notified by an Agent that an INTRA identification code and password has been disclosed to others or utilised by a third party.

5. FEES AND CHARGES

The Agent is solely liable for any fees or charges incurred in accessing INTRA and performing transactions initiated from INTRA or related sites.

6. TRANSMISSION SPEED

The Agent acknowledges:

- (a) the speed of transmission of data through INTRA is dependent upon the location of access;
and
- (b) the Commissioner is not liable for any delays in transmission.

7. INTERRUPTION TO SERVICE

The Agent acknowledges:

- (a) from time to time access to INTRA may be interrupted without notice;
- (b) in the event access to INTRA is interrupted, the Commissioner will endeavour to restore, if it is able, access to INTRA as soon as possible;
- (c) scheduled maintenance periods are required to ensure the viability of INTRA;
- (d) where possible the Commissioner will provide notification of scheduled outages prior to the outages occurring, by notice on the TRO website at: <http://www.revenue.nt.gov.au/> ; and
- (e) The Commissioner will not be liable to the Approved persons, the Agent, or any third parties for any loss, damage or injury arising as a result of use and attempted use of INTRA, and as a result of interruptions to INTRA, originating from, but not limited to, failures of telecommunications services; the internet service provider and hardware or software.

8. DISCLAIMER OF LIABILITY

The Agent agrees the Commissioner is not liable for:

- (a) loss or damage to the Agent's records or data;
- (b) loss of profits or savings actual or anticipated, even if the Commissioner is advised of the possibility of such a loss; or
- (c) loss or damage caused to the Agent due wholly or in part to any other act or omission of the Commissioner.

9. ACCESS OUTSIDE AUSTRALIA

- (a) The Commissioner does not represent that any aspect of INTRA is appropriate or available for use in countries outside Australia.
- (b) If the Agent chooses to access INTRA from outside Australia, the Agent is responsible for compliance with the relevant country's laws.

10. WEBSITE LINKS

- (a) The Agent acknowledges:
 - (i) the Commissioner makes no representations about any other website the Agent may access via INTRA;
 - (ii) when a non-NTG website is accessed, via INTRA, the non-NTG website is independent from the Commissioner and INTRA; and
 - (iii) the consent of a link to a non-NTG website via INTRA must not be taken to be an endorsement by the Commissioner of the content, validity of the link or the use of or reliance on such a website.

- (b) It is the Agents own responsibility to ensure all necessary precautions are taken, prior to accessing INTRA, to ensure the Agent's computer used to access INTRA is free of viruses, worms, 'Trojan Horses' and other items which may be in any way destructive or damaging to INTRA.
- (c) The Commissioner is not responsible for damage incurred by the Agent's use of external links accessed through the INTRA.

11. DISCLAIMER, PRIVACY AND COPYRIGHT

The Agent acknowledges and accepts the conditions of disclaimer, privacy and copyright as detailed on the following website: <http://www.nt.gov.au/ntg/disclaimer.shtml>.

12. USE OF INFORMATION

The Agent must not use INTRA to provide or facilitate direct online access to any third party for commercial and non-commercial gain.

13. USE OF INTRA

The Agent is prohibited from posting or transmitting to or from the INTRA site any unlawful, threatening, defamatory, obscene, undesirable, scandalous, inflammatory, pornographic or profane material, nor any other material that could give rise to any civil or criminal liability under the law.