

myApprenticeship Terms of Use

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1. Terminology

- 'Portal' means the myApprenticeship Portal at www.training.qld.gov.au/myapprenticeship.
- 'Agreement' means a User Agreement between you and the department.
- 'Terms' means the Terms of Use.
- 'Department' means the Department of Employment, Small Business and Training.

2. How the agreement works

- This agreement is a contract between you and the department.
- By using the portal, you agree to the terms.
- If you do not want to be bound by this agreement, you must stop using the portal.

3. Changes to the agreement

- Changes to the agreement may be made at any time, and notice of the changes will be sent to the email address you provide to the department in the portal. You agree to receive such notices in this way.
- By continuing to use the portal after any changes to this agreement, you agree to the revised agreement.
- If you do not agree with changes to the terms, you must stop using the portal and terminate your user account by contacting the myApprenticeship support team at myapprenticeship@desbt.qld.gov.au or phone 1800 210 210.

4. Eligibility to use the portal

- To be eligible to use the portal you must be:
 - An apprentice or trainee registered in Queensland; or
 - A parent who is recorded against the training contract of a Queensland-registered apprentice/trainee who is less than 18 years of age; or
 - A parent who used the portal when their dependant was less than 18 years of age, and has been nominated to continue their access. The apprentice/trainee nominates the access by ticking a box inside the portal.



5. Access to the portal

- The portal relies on technology outside of the department's control. The department does not guarantee uninterrupted availability of the portal.
- The department will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties or malfunctions in equipment or software. If you have difficulties accessing the portal, please contact the myApprenticeship support team at myapprenticeship@desbt.qld.gov.au or phone 1800 210 210.

6. Portal security

- Where appropriate, the department uses available technology to protect the security of communications made through the portal. However, the department does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the portal.
- Internet communications may be susceptible to interference or interception by third parties. Despite its best efforts, the department makes no warranties that the portal is free of infection by computer viruses or other unauthorised software. The department will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure, including viruses or other unauthorised software.

7. Disclosure of information

- Any material created by the department or received by the department from the client (whether in writing or verbally), which contains information about the client, will not be made available to third parties without the prior consent of the client.

8. Copyright

- Queensland Government materials, including source codes, pages, documents and online graphics, audio and video are protected by copyright law. Copyright in Queensland Government materials resides with the State of Queensland (all rights reserved). The portal also contains third party materials which are protected by copyright.
- Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted under the *Copyright Act 1968 (Commonwealth)*, no part of the portal may be reproduced or reused for any commercial purposes whatsoever without the written permission of the department. The portal also contains registered and unregistered trademarks of the State of Queensland and third parties.



9. Obligations associated with user accounts

- You agree that all information provided by you for the creation of your user account is complete, current, accurate and not misleading.
- You agree that you will not misrepresent your identity.
- You agree that the department may rely on the information you provided for your user account unless and until it receives notice from you of any change or update to the information provided by you. Any such varied information will be covered by this agreement.
- By agreeing to use a designated username and allocating a password to this username to access the portal, you are agreeing to:
 - Comply with the terms that relate to accessing the portal.
 - Keep your username and password secure at all times.
 - Not disclose your username or password to, or share it with, others.
- You must not use a username and password to access the portal if that user ID:
 - Has not been issued to you by the department.
 - Has been revoked by the department.
- If the security of your user account has been compromised, or if there is any change to the information on which your access was based, you must notify the department.
- If the apprenticeship or traineeship registration occurred **after 30 June 2014** and you are eligible for a portal user account, you will be issued with a temporary password and username in the registration letter.
- If the apprenticeship or traineeship occurred **before 1 July 2014**, you must complete the [myApprenticeship account creation form](#) on the Apprenticeships Info website for the department to determine your eligibility to be issued with a username and temporary password. The username and password will be issued via separate mediums.

10. Passwords

- You are required to change your password when logging into the portal for the first time.
- You must maintain the confidentiality of your password and you are fully responsible for all activities that occur through use of your password.
- Passwords can be changed at any time via the 'Change password' option in the left-hand menu of the portal after logging in, or by selecting 'Change my password after login' on the [login screen](#).



- If you can't locate your password, you can create a new password by selecting the 'Reset your password' option on the [login screen](#).
- Unauthorised use and allocation of passwords is a breach of the portal terms and may lead to revocation of your access.

11. Information security

- Information provided to you on the portal is confidential. You must ensure that unauthorised persons do not have access to that data. If your computer will be unattended, even briefly, you must either lock down the computer or log out from the portal. Links in emails to enable password resets remain active for 30 days from the time of email submission from the department.
- The department cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.
- You acknowledge that you are bound by the terms of the agreement you have entered into with the department, as varied from time to time in accordance with that agreement.
- In particular you have undertaken (and, in any case, hereby undertake) to keep secret and protect and preserve the confidential nature and secrecy of portal information. Without limiting this obligation, you must not:
 - (a) Use or permit any person to use portal information for any purpose other than for accessing the portal and carrying out transactions in accordance with the terms and any other guidelines and requirements appearing on the portal or issued by the department from time to time;
 - (b) Disclose or in any communicate to any other person any of the portal information except as authorised by the department;
 - (c) Permit unauthorised person to have access to places where the portal information is displayed, reproduced or stored; or
 - (d) Make or assist any person to make unauthorised use of the portal information.
- You must co-operate and provide the department with all reasonable assistance, in any action which it may take to protect the confidentiality of the portal information.

12. Responsibility for actions

- You will be responsible for (and you indemnify the department against) loss, expense, damage or claim (including legal costs on a full indemnity basis) arising from:
 - Any breach by you of these terms; or



- Any wilful, negligent or unlawful act or omissions by you in relation to, or in the course of using, the portal.

13. Applicable laws

- Use of the portal and these terms are governed by the laws of the State of Queensland, Australia. Any claim relating to use of the portal shall be heard by Queensland Courts. If you choose to access this site from a location outside Australia, you do so on your own initiative and are responsible for compliance with applicable local laws.

14. Notices

- Some notices will be made using the email address that you provided to the department as part of the apprenticeship/traineeship registration process, or subsequently via an updated email address that you supply to the department via your usage of the portal.
- Some notices will continue to be made via post to the address(es) contained in the apprentice/trainee registration details or as otherwise updated by you.
- You agree that by using the portal, you are indicating that you agree to the department's usage of your email to communicate with you electronically.
- You agree that where the department sends you an email related to the portal, the message is deemed received by you when the department sends the message addressed to an email address nominated by you in your portal registration or as otherwise updated by you using the portal.
- The department may also provide notices of changes to the terms or other matters relating to the portal by displaying notices or links within the portal generally.
- If you do not agree with such changes, you must stop using the portal and terminate your user account by contact the myApprenticeship support team at myapprenticeship@desbt.qld.gov.au or phone 1800 210 210.

The department's obligations

A. General disclaimer

- To the extent permitted by the law, all implied terms (including conditions and warranties) are excluded. The department's liability (including liability in negligence) for all expenses, losses, damages and costs you might incur in any way arising out of any breach or implied condition or warranty or otherwise in connection with your use of the portal will be limited, so far as permitted by law, to the department at its own option either supplying the relevant part of the portal again or paying the cost of having the part of the portal supplied again.



- The department makes no warranty that:
 - The portal will meet all your requirements.
 - The service will be uninterrupted, timely, secure, or error-free.
 - The results that may be obtained from the use of this service will be accurate or reliable.
 - The quality of any services or information you obtain through this service will meet your expectations.
 - Any errors in the portal will be corrected, despite the department's best efforts to correct errors when notified.
 - Any material downloaded or otherwise obtained through the use of the portal is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of any such material.

B. General provisions

- If any of these terms are determined to be unlawful, void or for any reason unenforceable, then that provision is deemed severable from these terms and does not affect the validity and enforceability of the remaining provisions. If there is any inconsistency between these terms and any other documentation included on the portal, these terms prevail.
- These terms, as they may be varied from time to time, constitute the entire agreement between the department and you with respect to your portal user account. In these terms, a references to the department or the State of Queensland included their employees, officers, agents and contractors from time to time.

C. Liability and indemnity

- The department will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (including loss of profits, goodwill, information, data or other intangible losses) resulting from:
 - Force majeure, Act of God, or any government act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, breakdown in electronic communication services (including when the breakdown is due to a computer virus), impossibility of obtaining materials or anything beyond the control of the department and whether happening in Australia or elsewhere.
 - The use or inability to use the portal.
 - Unauthorised access or alterations of your transmissions to or from the portal.



- Activities resulting from the loss or misuse of your log in, password or other access mechanism.
- Statements or conduct of any third party.
- Any other matter relating to this portal.

D. Privacy and secrecy obligations

- The department is bound by the *Privacy Act 1988* – including the *Information Privacy Principles* set out in section 14 of that Act – for further information please see the Privacy Statement on this site.
- We will ensure this portal complies with these laws at all times.

E. Online security

- The department is committed to keeping all personal information provided to it by all clients, secure. The department takes all reasonable precautions to protect personal information held about clients from misuse and loss and from unauthorised access, modification or disclosure.
- The department has a range of practices and policies to ensure a robust security environment. These practices and policies are regularly reviewed to ensure their validity.
- The department's online security measures include, but are not limited to:
 - Encrypting data sent from your computer to our systems during Internet interactions.
 - Employing firewalls, intrusion detection systems and virus scanning tools to protect against unauthorised persons and viruses from entering departmental systems.

F. Variation

- The department may revise these terms at any time by updating this document. You should visit this page from time to time and review the current terms.
- The department may modify or discontinue any information or features that form part of the portal at any time, with or without notice to you, and without liability.

G. Right to refuse access

- The department reserves the right to refuse any application for access to the portal by any individual. There will be no binding agreement between the department and an individual until a user account has been issued by the department.
- Access to the portal will automatically be suspended or cancelled should the eligibility for access to the portal change for that individual.



H. Termination

- The department may in its sole discretion terminate these terms and/or your user account at any time with or without notice and for any reason including circumstances where the department suspects that you have provided false or misleading information, interfered with other users or the administration of the portal, or violated these terms. You have the right to cancel your membership at any time by contacting the myApprenticeship support team at myapprenticeship@desbt.qld.gov.au or phone 1800 210 210.

I. Linked sites

- The portal may not contain all the information that you need. The State of Queensland is not responsible or liable for the availability or content of any other internet sites (not provided by the department or other government departments). Access to any other internet site is at your own risk. If you create a link to the portal, you do so at your own risk.
- The department reserves the right to object to any linking that infringes its rights. The department has not agreed to any conduct connected with a linked site which may be unlawful or an infringement of rights.

