

## NSW ARB Policy

---

# TERMS AND CONDITIONS FOR NSW ARB ARCHITECT ACCOUNTS

These terms and conditions describe your rights and responsibilities as a user of your architect account on the NSW Architects Registration Board (NSW ARB) website.

By creating a NSW ARB Architect Account, you agree to be bound by these terms and conditions together with the [NSW ARB Policy on Privacy](#), which form a binding agreement between you and the Crown in right of the State of New South Wales acting through the NSW ARB. Your NSW ARB Architect Account is operated by the NSW ARB.

The NSW ARB may change, add, or remove any functionality of the NSW ARB Architect Account, or make changes to these terms and conditions at any time. If you are notified of new terms and conditions, you must accept the new terms and conditions before you will be able to access your NSW ARB Architect Account.

### Your responsibilities

#### Access and use

You must:

- be a natural person to access or seek to access your NSW ARB Architect Account
- not access or link to or seek to access or link to (either directly or indirectly) any other person's NSW ARB Architect Account
- not permit any other person to use your username and/or password
- keep your NSW ARB Architect Account username (email address) and password secure at all times
- not disclose your password to anyone else
- advise the NSW ARB immediately if you suspect that the security of your NSW ARB Architect Account may have been compromised. For example, advise us if you are unable to access your account and have checked that you are using the correct username (email address) and password.

You must create your NSW ARB Architect Account using your own email address and must not use an email address that is shared or accessible by others.

You are responsible for any use or misuse of your NSW ARB Architect Account using your username (email address) and/or password, whether or not such use has been authorised by you.

## Lawful purposes

Your NSW ARB Architect Account must only be used for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the NSW ARB website by any third party.

You must not:

- engage in conduct which is unlawful or which may harass or cause distress or inconvenience to any person
- transmit obscene or offensive content
- disrupt the NSW ARB website.

You must not post or transmit via your NSW ARB Architect Account any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene any law.

## Information that you provide through your NSW ARB Architect Account

You give permission for the NSW ARB to suspend or terminate your NSW ARB Architect Account if the NSW ARB believes that the information you provide through your NSW ARB Architect Account is incomplete, inaccurate or false, or you use your NSW ARB Architect Account to perform (or attempt to perform) an unauthorised action, or you otherwise misuse your NSW ARB Architect Account.

## Individual transaction terms

When you perform a specific transaction, such as paying a registration renewal fee, you may be required to accept and comply with the separate terms of use relating to that transaction (Transaction Terms of Use). Not all transactions or services will have separate Transaction Terms of Use. Any Transaction Terms of Use are in addition to these terms and in the event of a direct conflict, the Transaction Terms of Use prevail to the extent of any inconsistency.

## Your NSW ARB Architect Account

If your NSW ARB Architect Account is not available for any reason, you can communicate directly with the NSW ARB by email or telephone using the details at Contact Us on the NSW ARB website.

## Our responsibilities

### General

The NSW ARB will take reasonable care in providing information and services through your NSW ARB Architect Account. However, the NSW ARB does not warrant that your NSW ARB Architect Account is error free, or that any defects in your NSW ARB Architect Account will be rectified, or that you will have continuous access to your NSW ARB Architect Account. Nor does it accept liability for any loss, damage, cost or expense (to any person or property) including consequential or indirect loss or any loss of profits, data or revenue that could arise as a result of your use of your NSW ARB Architect Account or your inability to access your NSW ARB Architect Account.

### Security

The NSW ARB has responsibilities relating to the security of your NSW ARB Architect Account information and will use all reasonable endeavours to meet these responsibilities.

Your NSW ARB Architect Account information can only be accessed by NSW ARB employees who are authorised to access this information. All access by the NSW ARB to NSW ARB Architect Accounts is monitored

and employees are trained about their privacy obligations.

### **Messages from the NSW ARB**

Correspondence about any changes to your NSW ARB Architect Account will be sent to the email address you have provided. Note that this may not be the same email address as the one used as your username for access to your account.

You can update your email address for correspondence from the NSW ARB in the “My Account” section of your NSW ARB Architect Account. You will be deemed to have received all NSW ARB correspondence unless you notify the NSW ARB otherwise in writing. For this reason you must regularly check and maintain your email address and notify the NSW ARB of any change to your email address. The NSW ARB is under no obligation to use an alternative means of communicating with you.

Your username (email address) for access to your NSW ARB Architect Account will always be the one you used when you first established your account unless you contact the NSW ARB to let us know that you have forgotten it or wish to change it. After verifying your identity, the NSW ARB will inform you of your username (email address) or change your username (email address) if you request us to do so.

## **General**

### **Suspension or termination of your NSW ARB Architect Account access**

The NSW ARB may lock, suspend or terminate your NSW ARB Architect Account at any time.

### **Contact the NSW ARB**

The NSW ARB operates from 9am-5pm on business days (Sydney time).

Telephone 02 9241 4033

Email [mail@architects.nsw.gov.au](mailto:mail@architects.nsw.gov.au)

### **Complaints and feedback**

We value your opinion and want to hear what you think about the quality of our service. We will use your feedback to improve our services. The best way to leave your feedback is by emailing [mail@architects.nsw.gov.au](mailto:mail@architects.nsw.gov.au).

### **Policy updated February 2023**

---

#### **Disclaimer**

*The content of this Policy is provided for information purposes only. It is based upon the best information available at the date of issue and is subject to change without notice. The NSW Architects Registration Board does not accept any liability to any person for the information or the use of this information.*

---