

Terms of use



External users



Ngarrrwa – *building knowledge together*

Terms of use

Ngarrrwa is a Parks Victoria online information management system which may be accessed by authorised external users. You are an external user who may be/has been provided external access to Ngarrrwa for a specific purpose and subject to these Terms of Use.

These Terms of Use apply to your use of Ngarrrwa for external access to information.

1. Your access to and use of Ngarrrwa is conditional upon your acceptance of and compliance with these Terms of Use. Parks Victoria may modify these Terms of Use at any time and such modifications will become effective upon posting the modified Terms of Use on Ngarrrwa. Your use of Ngarrrwa indicates your continued acceptance of these Terms of Use.
2. You agree that:
 - your account and password are personal to you;
 - you will take appropriate security precautions to protect your password, account and the information held in Ngarrrwa;
 - you are responsible for all activities that occur under your account;
 - you will only create, amend, upload and share information that is directly relevant to the purpose of your external access to Ngarrrwa;
 - you will only use the information in Ngarrrwa for the specific purpose for which it is made available by Parks Victoria; and
 - you will only access information for which you have Parks Victoria authorisation.
3. You must not:
 - disclose your account details or password to anyone or allow anyone to access Ngarrrwa. If another person requires access to Ngarrrwa, you must direct them to the officer at Parks Victoria or the manager responsible for your authority for access to Ngarrrwa;
 - create, store or share information which may cause or be deemed to cause offence;
 - do anything which is illegal (including breaching intellectual property rights or handling information unlawfully);
 - intentionally do anything which interferes with the normal running of Ngarrrwa; or
 - share information with anyone unless agreed in writing and in advance by Parks Victoria.
5. You must immediately report any password or other potential security issues, to the Parks Victoria staff member responsible for your access to Ngarrrwa.

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6. You agree to:
 - strictly maintain the privacy and confidentiality of the information stored in Ngarrrwa in perpetuity; and
 - access Ngarrrwa only via devices that are appropriately secured.

7. You agree to take your own precautions to ensure that your access to Ngarrrwa does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. Parks Victoria is not responsible for any interference or damage to your computer system which arises in connection with your use of Ngarrrwa.

8. You warrant that you own, have the right to use and where relevant, have the right to grant Parks Victoria the right to use, all information you create, store or share in Ngarrrwa and will indemnify Parks Victoria if it suffers any loss or damage arising from your breach of this warranty.

9. You acknowledge that:
 - unless indicated otherwise, to the best of its current and actual knowledge, Parks Victoria is the owner or has the right to use the information in Ngarrrwa;
 - Parks Victoria must retain all information in Ngarrrwa in accordance with the *Public Records Act 1973* and the *Freedom of Information Act 1982*; and
 - you have reviewed the Information Collection Notice provided when your Ngarrrwa external access account was created and the current Privacy Policy available on the Parks Victoria website.

8. The information contained in Ngarrrwa is provided by Parks Victoria in good faith and on an 'as is' basis. You must verify the information before using it. To the extent lawful Parks Victoria:
 - does not represent or warrant that the information contained in Ngarrrwa is reliable, accurate, current or complete or that your access to it will be uninterrupted, timely or secure;
 - excludes any condition or warranty that would otherwise be implied into these Terms of Use; and
 - is not responsible for any loss or damage suffered as a result of your access to or inability to access Ngarrrwa;

9. You acknowledge that data transmission over the Internet cannot be guaranteed as totally secure. Whilst Parks Victoria endeavours to protect its information technology systems and information contained within it, it cannot ensure the security of information transmitted over the Internet. Therefore, any document which you transmit to Parks Victoria is transmitted at your own risk.

10. Parks Victoria may terminate your access to Ngarrrwa immediately if you do not comply with these Terms of Use.

11. These Terms of Use are governed by the law of Victoria, Australia.

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