

TERMS OF USE

Last Updated: 01.12.2023

ABOUT THESE TERMS OF USE

1. What these Terms of Use are about

These Terms of Use set out the rules that apply to your use of the Migration WA Portal (also called the Portal). For example, they include rules and information about:

- using the Migration WA Portal properly – not harming others or harming the system;
- following the law and other terms that apply when using the Migration WA Portal;
- giving the right information and protecting your information;
- the limitations of the Migration WA Portal; and
- how the Department, through Migration Services collects, uses, and discloses information (including personal information) of individuals who access and use the Migration WA Portal.

These Terms of Use are in addition to and must be read in conjunction with the Migration WA website [Privacy](#), [Disclaimer](#) and [Copyright](#) policies.

By accessing and using the Migration WA Portal you are agreeing to these Terms of Use.

Any person accessing and using the Migration WA Portal for an Organisation is agreeing to the Terms of Use on behalf of that Organisation – and represents and warrants that the person can (and is authorised) to do so.

The Department reserves the right to terminate your* access to the Migration WA Portal if you* do not comply with these Terms of Use. If you do not agree to the Terms of Use, then do not access or use the Migration WA Portal

Services - Additional Terms

The Migration WA Portal allows you to access other Services provided by the Western Australian Government. These Migration WA Portal Terms also apply to those Services (as if a reference to the Migration WA Portal in these Terms was also a reference to the relevant Service). Services also have their own Terms and Conditions – for example:

- Terms and Conditions for the Skilled Migrant Employment Register (these apply if you use the Skilled Migrant Employment Register in the Migration WA Portal)

If you use a Service, its Terms and Conditions apply in addition to these Migration WA Portal Terms.

2. Who these Terms of Use apply to

These Terms of Use apply to:

- you – the individual who uses the Migration WA Portal;
- any person on whose behalf you* are using the Migration WA Portal (a reference to you* means both you and the person on whose behalf you are using the Migration WA Portal); and
- the Department (also called we or us) - the State of Western Australia acting through the Department of Training and Workforce Development through WA Migration Services.

Other words used in these Terms of Use are defined in 22. Definitions – meanings of some words used in these Terms of Use.

3. Changes to these Terms of Use

These Terms of Use may only be varied by the Department. The Department may, at any time and in its absolute discretion, vary these Terms of Use. If the Department changes these Terms of Use the latest version of the Terms of Use will be published on the [Migration WA website](#).

If you* do not agree with the changes, then do not continue to use the Migration WA Portal.

If you* continue to use the Portal, the changed terms will apply from the time they are changed. The changed terms will replace any previous Portal Terms of Use.

4. Accessing the Migration WA Portal

To access the Portal, you will need:

- a device with a web browser - the Portal is accessible using the most recent versions of popular web browsers - you are responsible for the cost of, and maintenance to, your* own device (hardware and software); and
- a reliable network connection – you are responsible for all internet access and network charges when using the Portal.

We are unable to provide technical support in relation to your device, any peripheral devices or software.

The performance of the Portal may vary from device to device, and may be affected by many things, including your location and the quality of your network connect.

5. Creating a user Profile

To gain access to the Portal, you must create a user Profile. To create a Profile you must be an individual who is at least 18 years old, and have full legal capacity.

When creating your Profile, you must:

- use a real name on your Profile, including when using a business or trading name; and
- ensure that the information you provide in your Profile is up-to-date and accurate, and is not misleading.

To gain access to particular Services, there may be additional steps to follow.

6. Using the Migration WA Portal

Once you have created your profile and can access the Portal, you must not:

- share your Portal login details with anyone else; and
- let anyone else use your profile, and you must not use anyone else's profile or password to access the Portal.

You must keep your login details secure so that no one else can access them.

If:

- you don't take reasonable steps to keep your login details secure, and someone else signs into your Portal profile; or
- you give your login details to someone else who then signs into your Portal profile;

then you are responsible for everything that person does using your* account.

Tell us immediately if:

- you think your account is no longer secure, if you think some else has accessed your Portal profile if you* receive a notification addressed to another person. you become aware that your password has been used by another person to access the Portal; or
- the information you provided us in order to obtain a password has changed.

For your privacy and protection, we recommend changing your password on a regular basis. You can change your password by clicking the 'Forgot your Password' link on the Migration WA Portal login page.

Remember to log off. You must log out of your* Portal profile when you finish your session.

You can deactivate your account

You may deactivate your account by emailing

jobconnect@dtwd.wa.gov.au. Information provided using Services may be kept under the relevant privacy policies. If you wish to re-activate

your account, you will need to sign up for the Migration WA Portal again and re-link any Services you wish to use.

7. Authorising others to access the Migration WA Portal for you*
It is the sole responsibility of the Organisation to ensure that all authorisations to act on their behalf are current and that those who hold authorisations have the capacity to act on, or contract on, their behalf. This also means that when a user ceases to be employed or engaged by your* Organisation, you* must advise us so we can deactivate that user's access to the Portal.

Department is not liable

The Department takes no responsibility or liability for:

- any authorisation or appointment that is not current;
- the disclosure of information (including personal or commercial confidence information) or Material to any unauthorised or unappointed person; or
- any unauthorised or unappointed person accessing Your* Material (or other information about you*) on the Portal.

8. Acting on behalf of another person
If you are using the Migration WA Portal on behalf of an Organisation, then at the time of that access:
 - you must be currently authorised by them to access the Portal on their behalf (meaning they have authorised you, and not withdrawn that authorisation);
 - if that authorisation is based on you holding a certain position (for example, as an employee), you must currently hold that position; and
 - you must comply with any request made by the Department for you to verify your authorisation to act on behalf of the Organisation.

It is your responsibility to ensure that the person on behalf of whom you are accessing the Portal has authorised you to do so on their behalf – and that your authorisation remains valid and current.

9. Your* material
By uploading, entering, or submitting any Material to the Portal, you* represent and warrant that:
 - the Material is current, complete, truthful, and accurate;
 - you* are authorised to provide the Material you* grant, and have the necessary rights in the Material to grant the Department, a perpetual, irrevocable, payment-free right to use, reproduce, adapt, communicate, exploit, and publish the Material, in whole or in part, for any purpose contemplated by these Terms of Use (and related purposes);

- you* agree, to the extent reasonably practicable and appropriate, to promptly update the Material to maintain its completeness and accuracy;
- the Material is not defamatory or a malicious falsehood in relation to any product, service, person, or corporation or set of facts or circumstances;
- the Material is not the 'passing off' of any product or service and does not constitute unfair competition or infringe the rights of any person or corporation;
- the Material does not, and the Department's use of the Material will not, infringe the rights (including IP Rights and moral rights) of any person; and
- the Material does not infringe any laws.

10. Removal of information

The Department may remove any Material, including Your* Material, included on, or uploaded to, the Portal at any time without giving any explanation or justification for removal.

11. Follow the law and these Terms of Use

You* are responsible for complying with these Terms of Use, and with all laws (and with any other terms) that apply to your* use of the Portal. If you* are an Organisation, you* are also responsible for ensuring compliance by anyone who uses the Portal on your* behalf.

Material contained in the Portal is confidential and you* must not disclose that Material to any person who is not authorised to access that Material.

12. Giving the right information

You* must be honest when using the Migration WA Portal. If you* are not:

- this wastes the Departments resources; and
- you* may be denied access to the Migration WA Portal (temporarily or permanently).

Being honest includes:

- providing the right information when setting up a profile to access the Portal, including making sure Your* Material is accurate, truthful, complete, and up to date;
- providing the right information when using the Portal;
- not pretending to be another person or using an artificial human companion (AI) or virtual AI friend;
- not accessing the Portal on behalf of someone else unless you have been properly authorised by them; and
- not providing other wrong information.

13. Using the Migration WA Portal for the right reasons
You* must use the Migration WA Portal in accordance with these Terms of Use solely for lawful purposes and to interact with the Department, and WA Migration Services.

Do not use the Migration WA Portal for other things.

You* must not use the Migration WA Portal for any other reason, or in any way other than as set out in these Terms of Use. For example, you* must not use the Migration WA Portal for:

- commercial use: do not resell or make available to any third party or otherwise commercially exploit the Portal
- disclose Material: do not use, share, or disclose any Material (including personal information) to any unauthorised person;
- decompiling: do not (or attempt to) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying algorithms on any part of the Portal or the technology it uses;
- framing: do not (or attempt to) frame or mirror any part of the Portal;
- delete: any Material, except your* own Material on the Portal; and
- monitoring, using or copying: do not monitor or copy the Portal, do not use any software (like bots, scraper tools etc.) to access, use, monitor or copy the Portal, and not use the Portal to build or inform a product or service or both.

14. Using the Migration WA Portal in the right way

You * must:

- not bypass security measures: do not attempt to bypass or undermine any security measures in the Portal or any technology used in that system;
- not use automation: do not access or use the Portal using automated means (which may include the use of bots or artificial intelligence);
- not harm the system: do not use (or misuse) the Portal in any way that may impair the functionality of the underlying systems or technology used by the Portal, or impair the ability of any other user to access or use the Employer Portal;
- not harm others: do not use the Portal in any way that violates anyone else's rights (including IP Rights) or privacy, or is objectionable, defamatory, malicious, or misleading, or encourages unlawful conduct;
- no avoiding payment: not use the Portal in a manner that does, or is designed to avoid paying required fees and charges;
- not attempt unauthorised access: do not attempt to view, access, or copy any material or data that you are not authorised to access –

or any Material or data that you* do not need in order to use the Portal in accordance with these Terms of Use;

- not allow other users access: do not allow anyone (other than you) to access or use the Portal using your login details. Do not access anyone else's Portal profile;
- keep up to date: keep your* contact details and Your* Material, and notification settings up to date; and
- comply with laws and policy: comply with laws, regulations and the Department usage policies that are in force when you* access [the Portal](#).

If you are identified as having not complied with the above, you may have your* access to the Portal immediately disabled. (For clarity, your access to the Portal may be cancelled in other situations as set out in these Terms of Use.)

15. Maintenance of the Migration WA Portal

To ensure the provision of quality services to you, from time to time the Department undertakes maintenance of its services, including the Portal. This maintenance may make all or part of the Portal unavailable. Where outages are expected to be greater than two (2) hours, and where possible, the Department will endeavour to post a notice of any intended maintenance outages on the [Migration WA website](#).

16. Privacy

By using the Migration WA Portal, you* agree to the collection, use and storage and disclosure of Your* Material (including personal information or business information). You* also agree that we can monitor and review the activities of the Migration WA Portal users.

If you* do not agree to the collection, use and storage of Your* Material (including personal or business information), then do not access or use the Migration WA Portal.

The Department is not responsible for, and does not endorse or otherwise approve, the content, privacy policies or practices of non-government third party websites that are linked on the Migration WA website or the Portal. If you follow a link to another website from the Migration WA website or the Portal, we recommend that you to read the privacy statement and other policies of that other website to understand what it does with your information.

Information we collect

The Migration WA Portal and the Migration WA website collects information about you* that you* (or someone you* authorise) provide when you* use the Portal or the Migration WA website. This includes information about your use of the website and the Portal, the

technology used to access it and information you submit using it. For example:

- your* server address
- your* top-level domain name (eg. .gov, .com, .au, .nz)
- the type of browser used to access the site
- the date and time you accessed the site
- the pages accessed and the files downloaded; and
- the refereeing website.

How we collect information

- Requested information
Generally, you will know if we are collecting Your* Material (including your personal information) because we will ask you for it. For example, if you submit an online form or we request certain information from you. Providing us with the requested information is voluntary. If you do not choose to provide us with the requested information, we may not be able to respond to you or provide you with the service you are seeking.

- Automatic collection through websites - use of cookies
When you visit the Migration WA website and the Migration WA Portal, statistical information is collected about how you interact with the website and the Portal (e.g. when you visited and what you did on the Portal and the site). We use 'cookies' to collect this type of information. A cookie is a block of data that is shared between a web server and your computer's browser.

If you do not want cookies to be placed on your computer, you can disable them using your web browser. If you opt out of using cookies, some of the features on the Migration WA website and Migration WA Portal may not function fully and your ability to browse, read and upload information may be impaired. If required, please contact WA Migration Services on jobconnect@dtwd.wa.gov.au to discuss options to submit or access the requested information.

- Automatic collection by third parties

We use tools to gather information about visitors to the Migration WA website and the Migration WA Portal, which helps us improve our website and deliver services provided by the Portal. We use software provided by third party vendors, including the following:

Google Analytics – a web analytics service that we use to collect data about how you use our site and services.

Microsoft Office, Power Apps – to find out more about how these third parties handle your personal information, [review their privacy policy](#).

Use and disclosure

- Personal and business information

The personal information you provide to us through the Migration WA website and the Migration WA Portal will be used for the primary purpose for which it was collected. For example:

- populate and update the Migration WA Portal;
- process and otherwise assist you* with managing Your* Material and personal information on the Migration WA Portal;
- understand and enhance your experiencing using the Migration WA Portal;
- protect, investigate, and deter fraudulent, unauthorised, or illegal activity;
- assist in the administration of relevant laws;
- deal with applications made under the ***Freedom of Information Act 1992*** (WA); and
- comply with laws, court orders, requests or direction of government body relating to the disclosure of Your* Material or your personal and business information.

- Use of web analytics data

We use the information collected about how you use the Migration WA website and the Migration WA Portal and how the perform during your visit for statistical and system administration purposes.

We do this to help:

- monitor and understand usage trends to make sure the Migration WA website and the Migration WA Portal is meeting the needs of its users;
- understand and enhance your experience using the Migration WA website and the Migration WA Portal; and
- monitor and protect the Migration WA website and the Migration WA Portal from cyber security threats.

Your* personal information will not be sold or shared for commercial purposes (except as expressly set out on the Portal) and will be dealt with in accordance with Western Australian laws.

How information is stored

Information, including personal information and Your* Material, that the Migration WA Portal collects about you* or you upload or submit to the Portal is stored using [Microsoft Cloud Power Platform](#) [or a replacement third party cloud platform provider]. Our storage provider may be subject to both Australian and overseas laws that may require the

disclosure of your* personal information or Material to government authorities here and overseas.

The Department may continue to keep Your* Material (including personal information) even after you* stop using the Migration WA Portal. In some cases, this is required by law (such as the ***State Records Act 2000*** (WA)).

Access to and correction of your personal information

You have the right to access personal information that is collected about you through your use of the Migration WA website and the Migration WA Portal. If you wish to access your personal information or if you believe that personal information that is held about you is incorrect, incomplete, or out-of-date, then please contact WA Migration Services on jobconnect@dtwd.wa.gov.au.

17. Electronic communication

Electronic messages

You* agree:

- to receive notifications via electronic communication, including email, and messages sent via the Portal and electronic notifications on your device;
- that any such notifications satisfy all legal requirements for written communications; and
- that all notifications or other communication from us takes effect from the time that it is electronically issued to you, either via email or the Portal, unless another time is specified in the notification or communicator.

You* are responsible for reading, and where applicable, responding in a timely manner to, all notifications we issue to you* or made available through the Portal.

Please contact us at jobconnect@dtwd.wa.gov.au if you* do not agree to receive such notifications electronically.

Location of communications

All Material either sent from us to you* or uploaded, entered, and submitted by you* to the Portal is deemed to have taken place in the State of Western Australia.

18. Limitation of the Migration WA Portal

Disclaimer

In addition to the [Migration WA website disclaimer policy](#) the information presented on the Portal is for the benefit of you* the user and the Department. The Department takes all reasonable efforts to ensure the accuracy, currency, and reliability of the information on this Portal. However, we do not guarantee its accuracy, reliably,

completeness or currency of the information – for example, changes in circumstances after the publication of the information on the Portal may impact its currency and relevance.

No warranties

The Migration WA Portal is provided 'as is' and 'as available'. Except as required by law, the Department does not make any claims (and hereby disclaim any warranties) relating to:

- quality, performance, or fitness for any particular purpose of the Portal;
- accuracy, reliability, or quiet enjoyment of the Portal;
- non-infringement of third-party rights (including IP Rights); or
- anything else to do with the Portal or any associated services.

Nothing that we say or write or publish on the Migration WA Portal creates any warranties in respect of the Portal or the services or Material we provide on the Portal. However, the law may have warranties which we may not lawfully exclude or change – those warranties will apply to the Portal as required by law.

Errors and interruptions

The Department is not responsible for:

- making sure the Portal is error free;
- ensuring any defects with the Portal will be fixed; or
- ensuring that you* have continuous access to the Portal.

Third Party technologies

The Migration WA Portal uses technology and services that are provided by third parties, which are not provided by the Department. The technology and services may not always work as expected. As with the other aspects of the Portal, we are not responsible for the operation of those technologies and services, or for making sure they are error free.

We may change or withdraw availability of the Migration WA Portal

The Department may at any time and without notice or liability to you*:

- change the Portal (including its content and how it works);
- change how and when the Portal is available; or
- suspend or discontinue the Portal (in whole or in part).

We can cancel your* access to the Migration WA Portal

The Department may, at any time, and without notice or liability to you*:

- terminate, suspend, restrict, or disable your* access to or use of the Portal; or
- change who can use or access the Portal.

That he could be because you* do not comply with these Terms of Use or with your legal obligations – or it could be for any other reasons, including reasons relating to internal Department operations.

If your* access to the Migration WA Portal is terminated or suspended, you will need to contact WA Migration Services to discuss your options to further engage with the WA Migration Service. Contact jobconnect@dtwd.wa.gov.au.

19. Limitations on our liability to you*

Use of the Portal is at your* own risk

If the Migration WA Portal is defective, you* will not be reimbursed by us for any costs of fixing it – or fixing any damage or loss to you* arising from it.

Information and links

Information provided on the Migration WA Portal is of a general administrative nature only. You* will need to seek professional advice in relation to your particular circumstances and make your* own assessment of the accuracy and completeness of the information provided on the Migration WA Portal. In addition, we take no responsibility for:

- your* use of external (non-Western Australian Government) sites that might be linked to (or through) the Portal;
- your* use of any other third-party sites; or
- any automated translation or other automated services you* use in connection with your* use of the Portal.

We are not liable for loss

In addition to the limitation of liability provided in the Disclaimer Policy accessible on the [Migration WA website](#), the Department and its service providers are not liable for personal injury, or for any loss or damages whatsoever (including incidental, special, economic, indirect or consequential damages) including, without limitation:

- loss or corruption of data or Your* Material or damage to any technology;
- loss of profits or income or loss of opportunity;
- interruptions to your* business or delay in any project or activity; or
- any other loss or cost,

arising out of or related to your* use of (or inability to use, including if your use of the Portal is suspended or terminated) the Portal, or any unauthorised use of the Portal, however caused, and whether arising under contract, tort, statute, equity or otherwise, and even if you* have advised the Department of the possibility of such loss or damage or costs.

The Department's total liability to you* for all damages and any kind of loss will not, in any case, exceed \$20.00 AUD (Australian Dollar).

Your* rights at law

Some jurisdictions give you* rights at law that can't be limited or excluded – and so some of the above limitations might not apply to you*. In that case, they apply only the maximum extent permitted by law.

If the Department is liable to you* under the ***Australian Competition and Consumer Act 2010*** (Cth) or similar legislation, then (to the extent legally possible), the Department limits its liability under those provision to:

- supplying the Portal or any relevant services again;
- the payment of the cost of having the Portal or relevant services supplied again, as the Department choses.

Your* liability to us

You* are responsible for and indemnify the Department against any loss or damage to any person arising from any breach of these Terms of Use, from the provision by you* of any Material when using the Portal, and from any wilful, negligent, or unlawful act or omission by you* in relation to or in the course of your* use of the Portal. Your* responsibility for actions or omissions will continue despite you* ceasing to use the Portal or having been denied access (temporarily or permanently) to the Portal.

20. IP Rights in the Migration WA Portal

The Department (or its licensors) own all IP Rights, including copyright, in the Portal and the technology it uses. IP Rights in the Portal are licensed (not sold) to you*. The licence is for you* to use the Portal for the sole purpose of accessing, uploading, and managing Your* Material. The Department reserves all rights in and to the Portal (including in respect of technology, trademarks, and branding). You* agree not to challenge or dispute those reserved rights.

Copyright in the Material provided by the Department on the Portal is subject to the Copyright policy provided on the [Migration WA website](#).

21. Applicable law, disputes, and interpretation

Laws of WA

These Terms of Use are governed by and interpreted in accordance with the laws of Western Australia, and the courts of Western Australia will have exclusive jurisdiction in respect of any dispute which may arise.

Dispute

Before filing a claim or complaint against the Department, you* agree to attempt to resolve the dispute by first lodging a complaint to WA Migration Services via email to jobconnect@dtwd.wa.gov.au. If your

complaint is not resolved, you can lodge a complaint directly with the Department via the [Department's complaint form](#).

If following engagement with the Department in accordance with our [Complaints Management Policy](#) you* remain dissatisfied, you* have the option to refer the matter to the Western Australian Ombudsman.

Interpretation.

'Including' and similar words do not imply any limit. If any part of these Terms is illegal, unenforceable, or invalid, that part is deemed to be changed as required so that it is no longer illegal, unenforceable, or invalid, and the remaining parts of these Terms remain in full effect. Our failure or delay in enforcing these Terms is not a waiver of our right to do so later.

22. Definitions – meanings of some words used in these Terms of Use
In these Terms, the following definitions are used:

- the Department, we or us: the State of Western Australia acting through the Department of Training and Workforce Development through WA Migration Services;
 - (i) IP Rights: means all present and future rights conferred by statute, common law, or equity or in relation to: copyright, patents, rights in circuit layouts, trademarks, registered and unregistered designs, trade secrets, trade names, know how, symbols and logos, domain names and any right to have confidential information (being information which is capable of being protected by way of an action for breach of confidential) kept confidential;
 - (ii) any application or right to apply for registration or renewals or extension of those rights referred to in paragraph (i); and
 - (iii) all rights of a similar nature to any of the rights in paragraphs (i) and (ii) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered;
- Material: means materials, information (including personal information as defined in the **Privacy Act 1988** (Cth) and commercial or business information), documents or data or any combination of them;
- Our Material: means Material we upload to the Portal or that is otherwise contained on or that forms part of, the Portal, other than Your* Material;
- Organisation means a company, partnership, joint venture, association, body corporate, sole trader, or other legal entity and any of their successors or permitted assigns;
- Portal means the Migration WA Portal;

- Profile means the user profile that you set up in order to access the Portal;
- Services means services provided by the State of Western Australia that are available for access through the Portal;
- you* means the individual who uses the Migration WA Portal;
- you* or your* means both the individual who is using the Migration WA Portal and any Organisation on whose behalf the individual is using the Migration WA Portal;
- Your* Material: means Material you submit, post, transmit to or otherwise upload or enter onto the Migration WA Portal.

23. Contact us

To contact us about the Migration WA Portal, call +61 8 9224 6540.

- For the Skilled Migrant Employment Register, email jobconnect@dtwd.wa.gov.au