

OSR Online: Terms of use

Introduction

OSR Online is the Queensland Office of State Revenue's online lodgement and payment system for all state taxes, royalties and duties. Registered users may include payroll tax, betting tax, land tax and royalty clients, duties self assessors, and their authorised delegates. Registered users can lodge returns, transactions or exemptions, view assessments, manage details and make payments.

These terms of use describe your rights and responsibilities as a registered user and holder of an account.

An account gives you fast, secure and easy access to OSR Online. Our aim is to ensure that we:

- make it simple for you to find and access the services you need
- present information and services that are relevant to you
- make it convenient, secure and easy to conduct business online with the Office of State Revenue (OSR)
- can save you time and improve your online experience by remembering your preferences and pre-filling your details on forms.

If you use OSR Online, you agree to:

- the terms of use
- our privacy statement.

OSR may make changes to OSR Online and these terms of use at any time without notice by publishing an updated version on the system. Your ongoing use of OSR Online constitutes your acceptance of the new terms of use.

Definitions

Within these terms, the following definitions and interpretations will apply:

Account	refers to your OSR Online account, which is used to access the system
Commissioner	means the OSR Commissioner of State Revenue

Dashboard	is the homepage for your account that is presented on successful login to the system
login	refers to the username and password used to access your account
OSR Online	Queensland Office of State Revenue's online lodgement and payment system for state taxes, royalties and duties
royalty laws	means Queensland legislation providing for the payment of royalties, including the <i>Mineral Resources Act 1989</i> and <i>Petroleum and Gas (Production and Safety) Act 2004</i> , and regulations made under these Acts
System	means OSR Online, which provides a single place for account holders to access and view services offered by OSR (i.e. a consolidated view of your interactions with OSR)
We	means the Office of State Revenue (OSR), a portfolio office within Queensland Treasury.

Using OSR Online

Keeping your information safe

Ensuring the security and integrity of your information is very important to us.

We are responsible for the security of information while it is collected by, stored on or passing through the system.

We will take reasonable care in providing information and the online services we offer, and to ensure that the system is secure; but we cannot guarantee its security. You acknowledge that there are risks inherent in any transmission or review of data across the internet. Your use of the system implies acceptance of these risks. We do not 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 account. Further information is provided in the [disclaimer](#) (available from www.treasury.qld.gov.au).

What we ask of you

You must:

- comply with any instructions in relation to the use of the system
- comply with all laws that apply to you concerning your use of the system
- not access or seek to access any other person's account
- not permit any other person to use your login
- keep your account and login details secure, and not disclose them to any third party
- let us know immediately if you suspect that the security of your account or login may have been compromised (e.g. your password or username has been lost or stolen). [Contact OSR](#) via the Treasury website (www.treasury.qld.gov.au/osr).

You should:

- change your password regularly
- keep your personal details and information up to date.

Here are some steps you can take to generally keep yourself safe online:

- Protect your computer with anti-virus, anti-spyware, firewall and anti-spam software, and keep the software current.
- Do not open links in emails or attachments if you do not know the sender or are not expecting an email from the sender.
- Only download files from trusted internet sites.

It is highly recommended that you develop your understanding of security threats posed in the use of online services by consulting sites such as:

- [Australian Cyber Security Centre](http://www.cyber.gov.au) (www.cyber.gov.au)
- [ScamWatch](http://www.scamwatch.gov.au) (www.scamwatch.gov.au).

Lawful purposes

Your account must be used only for lawful purposes and in a manner that does not infringe the rights of others or restrict or inhibit the use of the system. This includes refraining from conduct that:

- is unlawful
- may harass or cause distress or inconvenience to any person
- involves the transmission of obscene or offensive content
- disrupts the system.

You must not post or transmit, via the use of your login, 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

If, within the system, you are asked to provide information, the information you supply must be complete and accurate. If you supply incomplete, inaccurate or false information, OSR may not be able to provide the service you have requested or may suspend or terminate your account.

How do I access my account?

To access your [OSR Online](#) account (<https://osronline.treasury.qld.gov.au>), you will need a login.

After you have logged in, the **Homepage** of your account will be presented providing you access to linked online services. Once you have selected a service, you will be taken to your **Dashboard**.

Your account details can be viewed and modified by you on your **Manage details** page. Sharing permissions can be modified on the **Assign permissions** page.

Proving your identity

For extra security, the system requires you to 'prove who you are'. To prove your identity, Australian- and state-based identity documents will be electronically verified using the Australian Document Verification system. Successful verification will create a digital identity that you can use to access and obtain an OSR Online account. This process is an important part of keeping your personal information safe and secure.

By proving your identity, you agree that we can store the following personal details:

- given name
- middle name (optional)
- family name
- date of birth
- residential address
- contact telephone number
- email address.

All other information that is used to prove your identity (including all Australian- and state-based identity document information) will not be retained, and will be used solely for one-off verification services only.

In the event that your identity cannot be electronically verified using the Australian Document Verification System, you may be asked to provide identity document information to the Commissioner for manual verification. In this case, your personal Australian-, state-, and overseas-based identity documents will be used to complete the manual verification process and retained by the Office of State Revenue. This information is collected for the purposes of administration of the revenue laws as defined in the *Taxation Administration Act 2001* (Queensland) and/or the royalty laws, as the case may be. Your personal information will only be used for these purposes. We will not otherwise use or disclose your information to any third party for any other purpose, unless with your consent or as required or authorised by law.

No warranties or representations

To the maximum extent that the law permits, we do not represent or warrant that the content on the system is accurate, reliable, suitable or complete. We cannot promise that the system will be continuously available or virus- or fault-free. We do not accept any liability for delays due to system outages, internet connectivity problems or for other reasons.

We are not responsible for:

- the deletion or failure to store any messages or other communications or other information maintained or transmitted by the system
- any loss or disadvantage you incur as a result of unauthorised use of your login details by a third party.

Your communications and dealings with third parties found at or via the system are solely between you and the relevant third parties. You acknowledge and

agree that we are not responsible or liable for any loss or damage of any kind incurred as a result of any such dealings.

Liability

To the maximum extent permitted by law, we exclude any liability (including without limitation, liability in negligence) to you that may otherwise arise concerning your use of, or reliance on, the system, including, without limitation:

- all expenses, losses, damages and costs you might incur as a result of the information being inaccurate or incomplete in any way, and for any reason
- indirect or consequential loss, punitive or special damages or loss of profit.

If the law does not permit us to exclude liability arising from breach of any legislation, then to the extent that the law permits, we limit that liability to resupply of the system to you. We are not liable for any loss or damage to the extent that you cause it.

Indemnity

You release, discharge and indemnify us from and against any claim made by any third party concerning:

- your breach of these terms of use
- your infringement of any third party's rights
- any download, use, reproduction or storage by you of information on the system
- your negligent or unlawful act or omission
- your contravention of any law,

except to the extent that the claim is due to our negligent or unlawful act or omission. In this clause, 'claim' includes any claim, action, proceedings, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

General

Closure of idle accounts

In some cases, we may close OSR Online accounts that have not been accessed within the last three years.

If your account has been closed and you wish to resume using the system, you will need to create a new OSR Online account.

Suspension or termination of access for breach of terms

We may:

- suspend or terminate your access to the system and your account at any time, if you breach these terms of use, or for any other reason
- temporarily remove your access to all or any part of the system at any time to perform system maintenance, upgrades or repair.

Severance

If any of these terms of use are held to be invalid, unenforceable or illegal for any reason, the remaining terms of use will continue in full force.

Governing law

These terms of use shall be governed by and interpreted in accordance with the laws and courts of the State of Queensland, and you agree to submit to the exclusive jurisdiction of the courts of Queensland.

Whole agreement

These terms of use constitute the whole agreement between OSR and you in relation to your account and use of the system, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. If there is any inconsistency between these terms of use and other system terms, these terms will govern to the extent of the inconsistency.

Waiver

None of these terms of use will be taken to be waived except by written waiver executed between OSR and yourself.

Intellectual property and restrictions on use of the system

All content in the system is subject to copyright or other intellectual property rights. The content is protected by Australian and international copyright and trademark laws, as applicable. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this content in any way or otherwise undermine the legitimate operation of the system, except as authorised by the

instructions in the system, in writing by the Commissioner, or by law.

Use of the system in any manner that is unlawful or in any manner that could give rise to any civil or criminal liability is prohibited.

Obligations under statutes

Nothing in these terms of use alters any obligations or requirements imposed on you by the Taxation Administration Act or any other law.

Dispute resolution

You must notify the Commissioner of any disputes in writing, providing the full grounds for the dispute.

The Commissioner will provide a written response to any dispute received, setting out the reasons for allowing or rejecting the basis on which the dispute arose.

Privacy statement

Your privacy is important to us.

We will protect your personal information, and will be clear and open about the use of your personal information. OSR manages personal information in accordance with the *Information Privacy Act 2009* (Queensland). Personal information is information that identifies you, or from which your identity can be reasonably ascertained.

We collect information about you when you use our products or services, or deal with us. We also collect and store information that you provide about yourself.

To set up an account and provide you with access to the system, we collect personal information from you, including:

- profile information, such as your name, address, phone number, email address and date of birth
- your existing personal information stored within OSR databases
- usage information.

We collect this information for the purposes of:

- registering your account
- allowing you to use and access the system
- administration of the revenue laws as defined under the Taxation Administration Act and/or the royalty laws, as the case may be
- administering, monitoring and auditing the system.

Where we are permitted to do so, we may collect, use, disclose and share your information with the following agencies for these stated purposes:

- Australian Taxation Office
- ACT Revenue Office
- Revenue NSW
- Revenue SA
- State Revenue Office of Tasmania
- State Revenue Office Victoria
- Territory Revenue Office
- WA Office of State Revenue.

We will only use your information for these purposes. We will not otherwise use or disclose your information to any other third party for any other purpose, unless with your consent or as authorised or required by law.

For more information about Queensland Treasury's privacy practices, see the [privacy statement](#) at www.treasury.qld.gov.au.