

**By accessing this service, you are agreeing to the following terms and conditions:**

1. MyDAS2 is an initiative of the State of Queensland for the preparation, lodgement and assessment of applications. It is intended to be used as an online electronic service only. Information or data provided through this service does not constitute any form of legal or planning advice. You are encouraged to seek independent advice if you have any questions about the information contained on MyDAS2.
2. The contents of this website (which includes downloadable material) are subject to copyright and are protected by the laws of Australia and other countries through international treaties.
3. The State of Queensland grants you a non-exclusive licence to reproduce the contents of this website in your web browser (and in any cache file produced by your web browser) for the sole purpose of viewing the content. The State of Queensland reserves all other intellectual property rights.
4. While the State of Queensland may at its election update the data on this website, no warranty is given in relation to any of the data on this website (including accuracy, reliability, completeness or suitability) and no liability accepted (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.
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6. The State of Queensland will not accept any liability for errors in data, outcomes and system recommendations whatsoever, including errors resulting from inaccurate data provided by you.
7. You must not use this website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
8. Your contact details may be used in the progress of your application and to inform you of system updates, service improvements or system outages. For example, our email contact with you may include legislative/regulatory updates (including advance warning of a fee change), system outages (planned and emergency), modifications and internal process changes, disaster and contingency plans, key dates and factual information relating to the Queensland government's planning reform agenda. The **privacy collection notice** can be viewed below.
9. By registering in MyDAS2 you are consenting to receive future electronic communications from the State of Queensland while processing and assessing your application where written information is required or permitted pursuant to sections 11 and 12 of the *Electronic Transactions Act 2001*.
10. In certain instances, information entered or data inputted that are not lodged may be automatically and permanently deleted, including any uploaded files or attachments. You will

receive notification prior to any deletion occurring. However, the State of Queensland will not accept any liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any loss of data.

11. These terms and conditions are subject to change at any time by the State of Queensland without providing prior notice to any users. It is the user's responsibility to review the terms and conditions at regular intervals.

#### **Privacy collection notice**

12. The State of Queensland (represented by the Chief Executive administering the *Planning Act 2016* (the Chief Executive)) is collecting your personal information as required under the *Planning Act 2016* for the purpose of preparing, processing and assessing your application and to inform you of system updates, service improvements and system outages. The State of Queensland is committed to comply with the Information Privacy Principles (IPPs) set out in the *Information Privacy Act 2009 (Qld)* (IP Act).
13. The system collects personal information and uses it where it is reasonably necessary to send communications relating to the progress of your application and inform you of system updates, service improvements and system outages. This correspondence will be sent if you agree to the terms and conditions of MyDAS2 system usage. It is important that your personal details are complete and up to date.
14. It is the Chief Executive's usual practice to disclose your personal information to assessment managers, referral agencies, local government, the Minister and building certifiers, as necessary for the purpose of processing and assessing your application. The Chief Executive may also disclose your personal information to other third parties in circumstances where you consent to the disclosure, or where such disclosure is required or authorised by law. The Chief Executive is required to make certain application information publicly available in accordance with section 264 of the *Planning Act 2016* and section 70 and Schedule 22 of the *Planning Regulation 2017*.

#### **Personal details amendment**

15. You have the ability to access or amend personal information at any time free of charge, or make any privacy related complaint. If you no longer wish to receive any communication from the State of Queensland relating to the progression of your application or system updates, service improvements and system outages, please contact us via [email](#).

If you are unsure how to use and interpret the MyDAS2 service and for general information and further assistance, please contact the Contact Centre on 13 QGOV (13 74 68) between 8.30am and 5pm Monday to Friday (except public holidays) or by [email](#).