

# Queensland Digital Identity

## Terms and Conditions

### 1. About QDI (Queensland Digital Identity)

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- 1.1 Your QDI is a digital identity (**Digital Identity**) - an identity created and verified digitally that can be used for authentication and authorisation when you access online services. For example, you may use your QDI to establish your identity when you set up and use your [Digital Licence](#).
- 1.2 Your QDI and the system and services that provide your QDI (the **QDI System**) are administered by the State of Queensland acting through the Department of Transport and Main Roads (**TMR**).
- 1.3 These QDI Terms and Conditions (**Terms of Use**), including the Privacy Notice which forms part of the Terms of Use, apply to your use of and access to your QDI, which includes use of and access to the QDI System.
- 1.4 These Terms of Use may change over time. When you use your QDI, you agree to be bound by the applicable Terms of Use, as published on this page at that time. If you do not agree, you must cease using and deactivate your QDI by following the process on the Queensland Digital Identity page.
- 1.5 You must also ensure that you are aware of other terms and conditions, and laws that apply to or are relevant to use of your QDI, as updated from time to time. These may include the Digital Licence App end user licence agreement, as well as requirements that apply to specific uses of your QDI. TMR, other Queensland Government agencies and other third parties may apply separate terms and conditions in relation to your use of their credentials or access to their services.

### 2. Your QDI Digital Identity

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#### 2.1 Getting Started

- (a) You can establish a QDI by using the QDI System. You may also choose to provide us with details of documents that help prove who you are, such as your driver licence, Australian passport, birth certificate and other eligible documents (**Identity Documents**) to establish higher levels of identity proofing for your QDI.
- (b) If you provide details of your Identity Documents via the QDI System, we will check those details against the TMR system of record (for TMR-issued Identity Documents), and the service provided by the Australian Government known as the Document Verification Service (for other government-issued Identity Documents). Your QDI will be updated once your Identity Documents are verified.

## 2.2 What you can use it for

- (a) You can use your QDI to 'prove who you are' online, for example in online dealings with government agencies, online retailers or other service providers who rely on your QDI (**Relying Parties**).
- (b) Using the QDI System, you can:
  - (i) give your specific consent for a Relying Party to access your QDI to verify your identity, or some attributes associated with your identity such as your name, date of birth, email address or a unique identifier that links your identity with the Relying Party; or
  - (ii) access the services of multiple Relying Parties using your QDI to authenticate.
- (c) Some Relying Parties may require a higher level of identity proofing for certain transactions, and you can upgrade your QDI at any time by providing the required Identity Documents.

## 2.3 TMR responsibilities

We will take reasonable care in providing your QDI. We are responsible for ensuring the security of information collected by, stored on or processed by the QDI System.

## 2.4 Changes and availability

- (a) From time to time, we may change the process to identify you, levels of identity proofing available using your QDI, the required Identity Documents, or submission and verification processes, without notice to you. We may also require you to provide additional personal information or consents, or to perform any new or altered processes to continue accessing QDI services. If you are not willing to accept those changes or requirements, you should cease using and deactivate your QDI by following the process on the Queensland Digital Identity page.
- (b) We may also:
  - (i) suspend or make amendments to your QDI where reasonably necessary to correct an error, or to deal with a security risk, or breach or threatened breach of these Terms of Use;
  - (ii) issue updates or new versions of your QDI;
  - (iii) modify, or suspend or discontinue your QDI or any part of its functionality;
  - (iv) limit or restrict your access to certain of your QDI's features and services; or
  - (v) correct any errors or omissions in your QDI or any data or information it contains or provides.
- (c) Your QDI may be unavailable during scheduled and unscheduled maintenance. We may undertake maintenance activities without notice.

# 3. Your personal information

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## 3.1 Your Personal Information

By providing us with your personal information in the course of establishing your Digital Identity and using your QDI you agree that we can store your personal information, including your name, date of birth and details of your Identity Documents. You will retain control of the personal information in your QDI and how it is shared, until you

choose to disclose information to a Relying Party. Please ensure you read and agree to the QDI Privacy Notice, which forms part of these Terms of Use.

### 3.2 No tracking

We will not identify users or track your use of your QDI except:

- (a) as stated in these Terms of Use or the QDI Privacy Notice;
- (b) where otherwise reasonably necessary to operate the QDI System; and
- (c) where we are required or authorised by law to do so.

## 4. What we ask of you

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### 4.1 Your security obligations

You are responsible for the security and use of your QDI and must take all reasonable measures to keep your QDI secure, including the following:

- (a) keep your QDI details confidential and secure and not permit any other person to use your QDI;
- (b) immediately change your QDI password or other access details if you believe that those details have been compromised;
- (c) not access anyone else's QDI unless clause 4.3(b) applies;
- (d) keep all private information relating to your QDI, such as your username, password and recovery code, secure at all times; and
- (e) let us know immediately by using the contact details in clause 8 if you suspect that the security of your QDI may have been compromised, including any security compromise relating to the username or password required to access your QDI, or any biometric or device security feature such as face scan or fingerprint, and any multi-factor authentication processes, that you may have consented to add to your QDI.

You are responsible for everything that anyone does if they access your QDI because of your failure to take these measures.

### 4.2 Updating information

If the personal information you provide for setting up your QDI changes, you must update it within 14 days of the change. We may request confirmation of your personal information from time to time through the QDI and you must provide this confirmation to us when requested.

### 4.3 Lawful purposes

- (a) You must use your QDI only for lawful purposes and in a manner that does not infringe the rights of others or restrict or inhibit the operation or use of the QDI System. This includes not doing anything that is unlawful, fraudulent, misleading or deceptive, including impersonating another person, whether living or deceased; that may harass or cause distress or inconvenience to any person; involves the transmission of obscene or offensive content; or that disrupts the QDI System.

- (b) If you use or access the QDI System using a QDI or personal information belonging to another person or entity; or use another person's QDI to authenticate to a Relying Party's service, then you confirm that you have the necessary authority to act on behalf of that other person or entity. You must only use a QDI or access the QDI System on behalf of another person or entity within the scope of authorisation granted by that third party.

## 5. Intellectual property

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All intellectual property rights in the QDI System and the data generated or produced via the QDI System, are owned by us or relevant third party rights holders. The QDI System may include open source or third party software, and your use of the QDI System is subject to any licences governing such software.

## 6. Disclaimers and indemnity

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### 6.1 Your rights

Nothing in this clause 6 or any other part of these Terms of Use excludes any right or guarantee the Customer may have under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation or other rights in relation to the supply of goods or services that cannot lawfully be excluded (**Non-excludable Guarantee**).

### 6.2 Disclaimers

- (a) You should exercise your own skill and care with respect to the use of your QDI. Except as expressly set out in these Terms of Use and subject to mandatory consumer guarantees under law, we provide your QDI and the QDI System on an 'as is' basis, and to the maximum extent permitted by law, we make no statement, representation, or warranty:
  - (i) about the quality, accuracy, context, completeness, availability or suitability for any purpose of your QDI;
  - (ii) that your QDI will be accepted by any particular Relying Party;
  - (iii) that the QDI System is free of errors, malware or security vulnerabilities or available for use at any particular time without interruption; or
  - (iv) that your QDI will meet your specific requirements.
- (b) 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 or inability to use your QDI.
- (c) We are entitled to assume that all transactions undertaken using your QDI were undertaken by you or with your permission, unless you have informed us that your QDI has been compromised. We will not be liable for any loss or damage that you may incur as a result of someone else using your QDI, either with or without your knowledge or consent.
- (d) Any failure by you to keep your QDI secure may result in unauthorised transactions being undertaken or unauthorised access to and use of your QDI.
- (e) You remain solely responsible for your dealings with any Relying Party. We accept no responsibility in connection with any action or inaction of any Relying Party or the systems or services of any Relying

Party. Each Relying Party may require you to agree to their terms of use in connection with your use of that Relying Party website or service.

### 6.3 Indemnity

You agree to indemnify TMR and our officers, employees, agents and contractors (**those indemnified**) from and against all actions, proceedings, claims, demands, costs (including all reasonable legal costs), losses, damages and expenses, and any direct, indirect, incidental or consequential loss or damage, including those arising out of the terms of any settlement, that may be brought against or made upon those indemnified and those indemnified may incur on their own behalf or sustain as a result of a third party claim, arising out of or as a consequence of your breach of these Terms of Use, or any wilful, unlawful, or negligent act or omission by you relating in any way to your QDI or the QDI System.

### 6.4 Capped Liability

To the fullest extent permitted by law, our liability under these Terms of Use, including our liability under any applicable Non-excludable Guarantee, is limited, at our option, to the supply of the relevant services again, or the payment of the cost of having the relevant services supplied again.

## 7. Termination

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- (a) You may deactivate and delete your QDI at any time by following the process on the Queensland Digital Identity page, in which case it will be permanently deactivated.
- (b) We may immediately suspend your QDI at any time if we suspect that your QDI is involved in a security breach or fraudulent or illegal activity. We may also, at any time and for any reason, and without notice to you, restrict, suspend or terminate your access to your QDI in whole or in part, without notice, or terminate this agreement and deactivate your QDI, including where your QDI has not been accessed for an extended period.
- (c) If you or we deactivate your QDI and you wish to use your QDI again, you will need to establish your Digital Identity again in accordance with the processes described in clause 2.1 of these Terms of Use.
- (d) To the extent applicable, the Privacy Notice and clauses 6 and 9 of these Terms of Use will survive termination of this agreement for any reason.

## 8. Contact

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TMR is available for contact in relation to QDI by:

- (a) calling us on 1800 317 389 (Monday to Friday from 8am to 4.30pm, excluding public holidays); or
- (b) visiting one of our [customer service centres](#), during opening hours.

Mail:

**General business**

PO Box 673

Fortitude Valley Qld 4006

**Compliments and complaints**

Department of Transport and Main Roads

GPO Box 1412

Brisbane Qld 4001

## 9. General

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- 9.1 **Governing law:** These Terms of Use are governed by and are to be construed in accordance with the laws applicable in Queensland. Each party submits to the jurisdiction of the courts of Queensland.
- 9.2 **Entire agreement:** These Terms of Use constitute the whole agreement between you and TMR in relation to the QDI System and your QDI, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- 9.3 **Severance:** If any provisions of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, then it will be severed from these Terms of Use and the remaining provisions will continue in full force.
- 9.4 **Waiver:** No provision of these Terms of Use will be taken to be waived except by written waiver executed between you and TMR.
- 9.5 **Definitions:** In these Terms of Use:
- **Digital Identity** means an identity created and verified digitally from trusted sources. It is used to verify a person's identity in a secure way, to access services online, and includes a digital identity established using a QDI.
  - **Document Verification Service** means the service provided by the Australian Government known as the Document Verification Service (DVS). DVS check whether the biographic information on your Identity Document matches the original record. More information can be found at <https://www.idmatch.gov.au/>.
  - **Identity Document** means documents that help prove who you are, such as your driver's licence, Australian passport, birth certificate and other eligible documents.
  - **QDI, Queensland Digital Identity** means the Digital Identity provided by TMR known as QDI or Queensland Digital Identity.
  - **QDI System** means the software and IT systems and infrastructure that TMR uses to provide your QDI.
  - **Relying Party** means a person or entity that uses your QDI to authenticate into their systems or services, or who seeks attributes associated with your QDI as part of the delivery of a service to you. Relying

Parties could be, for example, government agencies, online retailers or other service providers or entities you are dealing with online.