

VicRoads Online Terms and Conditions

1 Use of VicRoads' On-line Services

Use of the Service

- 1.1 These terms and conditions govern online use of the Service and by executing this document, the User agrees to be bound by its terms, in relation to the use of the Service.
- 1.2 VicRoads grants the User a non-exclusive, non-transferable right to use the Service for the Purpose and as otherwise specified in this document. The User will not use the Service for any other purpose.
- 1.3 The User shall use the Service in accordance with this document, and, if necessary, in accordance with the access rights granted under the VicRoads On-Line Access Terms and Conditions.
- 1.4 The Service may be modified, altered, varied or discontinued by VicRoads at VicRoads' complete discretion.

Instructions and directions relating to the Service

- 1.5 The User shall, at its own cost, immediately comply with any instructions, directions, policies, procedures and standards of VicRoads, as amended from time to time, in relation to the use of the Service. The instructions, directions, policies, procedures and standards may include, but are not limited to, anything that relates to (either directly or indirectly) any of the following:
 - 1.5.1 use of appropriate equipment or software required by VicRoads to use the Service;
 - 1.5.2 protection of Personal Information or Intellectual Property of VicRoads; or
 - 1.5.3 use of the Service.
- 1.6 The instructions or directions from VicRoads referred to in this clause may be notified or amended by VicRoads from time to time via a display on the VicRoads' website. It is the User's obligation to monitor the website for such notification or amendment.
- 1.7 The User shall not use nor permit anyone else to use the Service for any purpose other than those which VicRoads gives its prior written consent, nor shall it use the Service on any equipment or software except those that meet VicRoads' minimum system specifications for use.

On-Line Users

- 1.8 On-Line Users may also use the Service pursuant to the access rights granted to them in accordance with VicRoads On-Line Access Terms and Conditions and as otherwise specified by VicRoads in writing.

2 Provision of information

- 2.1 The User must give VicRoads any information about the User's use of the Service, any On-Line User or otherwise in relation to the use of the Service, as well as any information and assistance which is necessary to identify the User if VicRoads requests it. The User must do so immediately.

3 Security

- 3.1 The User must comply with, and ensure that all of the On-Line Users comply with, VicRoads Information Security policies, as amended from time to time, in relation to the use of the Service

4 Indemnity

- 4.1 The User agrees to indemnify continually VicRoads and its officers, employees and agents against any claim or proceeding that is made or commenced, and against all losses, expenses, claims, proceedings, costs (including legal costs on a full indemnity basis and any indirect or consequential loss and loss of profits) or damages which arise out of or in connection with:
 - 4.1.1 the User's or any On-Line Users' use of the Service;

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- 4.1.2 reliance by the User, any On-Line User or any third parties on any fact, view, opinion, statement, recommendation or other thing derived in whole or in part from the Service;
- 4.1.3 any error or information in the Information or Material resulting from information provided, directly or indirectly, by the User, an On-Line User or a third party;
- 4.1.4 any modification to the Information or Material made by the User, an On-Line User or any other third party;
- 4.1.5 a breach of a requirement of this document or the Services Agreement by the User or an On-Line User;
- 4.1.6 the collection, use, disclosure and handling of Personal Information in connection with this document.

5 Limitation of liability

- 5.1 All conditions and warranties of any type in relation to the Service or otherwise relating to this document are excluded to the maximum extent allowed by the law. The liability of VicRoads for a breach of any condition or warranty implied by law (except one implied by section 69 of the Trade Practices Act 1974 (Cth)) is limited, to the extent that the law allows, to any one or more of the following, at the option of VicRoads:
 - the resupply of the Services
 - the payment of the cost of having the Services resupplied.
- 5.2 This limitation only applies in respect of Services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption.
- 5.3 VicRoads will have no liability for any indirect or consequential losses suffered or incurred by the User including loss of revenue, loss of savings, loss of profit, loss of goodwill, lost opportunity, loss of data or any financial penalties imposed by any governmental authority or agency.

6 Disclaimers and no warranty

- 6.1 VicRoads does not warrant:
 - 6.1.1 anything in relation to the suitability, fitness for a particular purpose, quality or accuracy of the Service;
 - 6.1.2 that the Service is error free or virus free;
 - 6.1.3 that the use of the Service shall be uninterrupted or accessible at all times; or
 - 6.1.4 that the use of the Service shall not infringe the Intellectual Property rights of a third party.

7 Reverse Engineering, copying, modification etc

- 7.1 The User shall not reverse assemble or reverse compile or reverse engineer or directly or indirectly allow or cause a third party to reverse assemble or reverse compile or reverse engineer the whole or any part of the Service.
- 7.2 Other than in accordance with this document, the User shall not copy, merge, disseminate, distribute or in any way reproduce the Service or directly or indirectly allow or cause a third party to copy, merge, disseminate, distribute or in any way reproduce the Service.
- 7.3 Other than in accordance with this document, the User shall not modify, vary or alter the Service or directly or indirectly allow or cause a third party to modify, vary or alter the Service.

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8 Privacy

- 8.1 The User agrees and warrants to VicRoads that any Personal Information that the User provides to VicRoads in connection with the Service has been collected in accordance with applicable Privacy Legislation; that the individual to whom the information relates has been made aware of VicRoads' identity and of the other matters of which the individual is required to be informed when Personal Information is collected about them; and that the disclosure of the information to, and its use by, VicRoads is authorised by the individual to whom the information relates, or by law.
- 8.2 The User must not, and must ensure that On-Line Users do not, collect, use, disclose, store, transfer or otherwise handle Personal Information collected in connection with the Service except in accordance with applicable Privacy Legislation and with such policies or directions relating to the collection, use, disclosure, storage, transfer or handling of Personal Information as are notified by VicRoads from time to time.

9 Termination or suspension

- 9.1 VicRoads may terminate this document immediately or temporarily suspend use of the Service (at its option) if any of the following occurs:
- 9.1.1 the User or an On-Line User commits a breach of a requirement of this document which is not rectifiable;
 - 9.1.2 the User or an On-Line User fail to rectify a breach of a requirement of this document which is rectifiable for 3 days after receiving a written notice from VicRoads specifying the breach and requiring the User or the On-Line User to rectify it;
 - 9.1.3 an Adverse Event happens to the User or an On-Line User;
 - 9.1.4 VicRoads Online Access Terms and Conditions expires or is terminated, whether as a result of a breach or otherwise; or
 - 9.1.5 Services Agreement expires or is terminated, whether as a result of a breach or otherwise.
- 9.2 If VicRoads chooses to temporarily suspend the Service under the previous clause and later agrees to allow the User to use the Service:
- 9.2.1 the User shall be liable to pay reconnection charges at VicRoads' standard reconnection rates at the time; and
 - 9.2.2 the User shall provide such assurance to VicRoads that it will not contravene the obligations contained in this document as VicRoads regards necessary.
- 9.3 If VicRoads chooses to terminate or suspend the User's right to use the Service, VicRoads may, in addition to terminating or suspending the document:
- 9.3.1 repossess any copies of the Information in the possession, custody or control of the User;
 - 9.3.2 retain any moneys paid;
 - 9.3.3 charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - 9.3.4 be regarded as discharged from any further obligations under this document; and
 - 9.3.5 pursue any additional or alternative remedies provided by law.
- 9.4 Immediately upon the termination or suspension of this document for any reason the User shall deliver up to VicRoads, at the User's cost, the Information and all copies, alterations, modifications, developments and enhancements to the Information or, if requested by VicRoads, shall destroy the same and certify in writing to VicRoads that they have been destroyed. Termination or suspension of this document with the User will automatically terminate or suspend (as the case may be) all of the User's On-Line Users' right to use the Service. In all other respects, VicRoads may choose at any time to terminate or suspend any On-Line User's right to use the Service. If VicRoads terminates or suspends the On-Line Users' right to use the Service, the User must comply with any instructions given by VicRoads in relation to the termination or suspension.

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9.5 The termination or ending of this document does not affect accrued rights.

10 Definitions

10.1 In this document the following definitions apply:

Adverse Event in relation to a person, means any of the following:

- (a) anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay debts as they fall due
- (b) the person ceasing, or indicating that it is about to cease, carrying on business
- (c) a step being taken to have a receiver or receiver and manager, liquidator or provisional liquidator appointed to the person or any of its assets
- (d) a representation made by the person in this document being or becoming inaccurate

Electronic Service Delivery (ESD) means the delivery of VicRoads services via various electronic means, such as the Internet to home and business computers.

Information means any information which is available to a person as a result of their use to the Service.

Intellectual Property means all inventions, know-how, patents, patent applications, registered and unregistered trade marks, designs, copyright, confidential information, trade secrets, trade, business or company names, semiconductor or circuit layout rights or other proprietary rights, or any rights to registration of such rights, whether created before or after the commencement of this document.

Material means any and all materials provided by VicRoads at its discretion to the User or an On-Line User.

On-Line Access Terms and Conditions means VicRoads Terms and Conditions for the User to access the service and which the User has agreed to be bound by signing a VicRoads Access Application Form.

On-Line User means an employee of the User nominated by the User in accordance with VicRoads Online Access Terms and Conditions and authorised in writing by VicRoads (in its absolute discretion) to access and use the Service.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Legislation means laws in respect of privacy and the protection of personal and health information including, without limitation, section 92 of the Road Safety Act 1986, the Information Privacy Act 2000 (Vic), the Health Records Act 2001 (Vic) and the Privacy and Data Protection Act 2014

Purpose means the purpose in which the User is authorised by VicRoads to use the Service as detailed in the ESD Product Description (as modified from time to time by VicRoads) or in the Services Agreement.

Service means the VicRoads On-Line Electronic Service described in the ESD Product Description (as modified from time to time by VicRoads), or in the Services Agreement, and includes (without limitation) the Material and the Information.

User means the party identified in the Organisation Access Application form.

VicRoads means Roads Corporation of 60 Denmark Street, Kew, Victoria.