

**Used Car Trader**

**Agreement**

Roads Corporation trading as VicRoads

**Parties**

**Roads Corporation** trading as **VicRoads** ABN 61 760 960 480 of 60 Denmark Street, Kew, Victoria, 3101 (**VicRoads**)

XXXXXXXX ABN XXXX of XXXXXXXX (**Dealer**)

**Background**

A VicRoads has the power to transfer or refuse to register the transfer of a motor vehicle pursuant to section 5AB of the Road Safety Act 1986.

B VicRoads wishes to permit the Dealer to register transfers of registered motor vehicles (the **Service**) on behalf of VicRoads.

C The Dealer agrees to provide, and VicRoads agrees to receive, the Service on the terms and conditions set out in this Agreement.

**Operative provisions**

**1 Term**

**Term of agreement**

1.1 This Agreement commences on the Execution Date as set out in Schedule 1 and will continue unless terminated in accordance with this Agreement.

**Services and Appointment**

1.2 VicRoads appoints the Dealer to provide the Service and the Dealer accepts its appointment to provide the Service.

**2 Supply of Service**

**Service**

2.1 From the Commencement Date, the Dealer will provide the Service to VicRoads from the Dealer's Premises.

**Standard of Service**

2.2 The Dealer must provide the Service:

2.2.1 promptly, carefully and to the highest possible standards;

2.2.2 exercising all due care, skill and judgement, in an efficient, professional and cost effective manner and in accordance with best industry professional and business practices;

2.2.3 in accordance with the Used Car Trader Business Rules as provided by VicRoads from time to time;

2.2.4 ensuring that all of its Employees comply with the On-line Access Terms as set out in Schedule 3; and

2.2.5 in accordance with any other instructions or directions given by the

VicRoads Representative.

**3 Delegated Services and Nominated Positions**

**Delegated Services**

3.1 The Service provided by the Dealer requires a delegation of the powers of VicRoads to process the transfer the registration of a motor vehicle from one person to another in accordance with section 5AB(1)(c) subject to the requirements in regulations 80, 81 and 82 of the Road Safety (Vehicles) Regulations 2009 being met (**Delegated Service**).

3.2 A Delegated Service must be performed by an employee of the Dealer who holds a position that has a Delegation of the relevant legislative power and is a Nominated Position Holder under this Agreement. If the Dealer has more than one Premises at which it supplies the Service, then the Dealer must have a Nominated Position Holder at each of those Premises for the Delegated Service supplied at those Premises.

**Nominated Position Holders**

3.4 The Dealer may appoint such of its Employees to be a Nominated Position Holder as it requires to exercise the Dealer’s delegated powers. A Nominated Position Holder must:

3.4.1 Have completed any training required by VicRoads.

3.4.2 Be of good character.

3.4.3 In the reasonable opinion of the Dealer, be capable of properly carrying out Delegated Services and complying with the requirements in relation to confidentiality and security under this agreement.

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## Notification of Nominated Position Holders

3.5 The Dealer must:

3.5.1 immediately notify VicRoads of the appointment of a person to the Nominated Position Holder;

3.5.2 provide any information VicRoads requires about the level of training, duties and responsibilities and authority that the Nominated Position Holder will have;

3.5.3 if required by VicRoads, provide a police check for any person appointed to the Nominated Position Holder or otherwise, or obtain that person's consent for VicRoads to obtain the police check; and

3.5.4 immediately notify VicRoads if a person who is a Nominated Position Holder ceases to be involved in the provision of the Services.

**Removal or replacement of Nominated Positions**

3.6 VicRoads may at any time request that the Dealer withdraw a particular Nominated Position Holder from providing the Service (including the Delegated Service) to VicRoads under this Agreement. On request by VicRoads, the Dealer must immediately arrange for a Nominated Position Holder to cease being involved in any way in the provision of Service (including the Delegated Service) to VicRoads. The Dealer must, at its own expense, promptly propose a replacement for the Nominated Position Holder.

**Responsibility for Nominated Position Holders**

3.7 The Dealer will be liable for all acts and omissions of all Nominated Position Holders as if they were the Dealer's acts or omissions.

**Delegation of authority to Nominated Position**

3.8 VicRoads will execute an instrument of delegation under section 91 of the Road Safety Act 1986 (Vic) (**Delegation**) in which it will delegate, on a non-exclusive basis, those of its powers set out in clause 3.1 subject to such conditions and limitations as VicRoads considers necessary for the effective operation of this Agreement, to a Nominated Position, where VicRoads agrees to persons holding that Nominated Position performing the Delegated Service.

3.9 VicRoads may at any time and at its sole discretion, revoke or vary any Delegation, and will not be obliged to give reasons for any such revocation or variation. Upon the revocation or variation of a Delegation by VicRoads, the Dealer must ensure that the

relevant Nominated Position Holder(s) comply with the varied Delegation or cease providing the Delegated Service if the Delegation is revoked.

**4 Customer Payments**

**Dealer may receive Customer Payments**

4.1 The Dealer must accept Customer Payments on VicRoads' behalf under this Agreement in accordance with the processes specified in the Used Car Trader Business Rules and any procedures manual issued by VicRoads (if any).

**Dealer must hold Customer Payments on Trust for VicRoads**

4.2 The Dealer acknowledges and agrees that:

4.2.1 all Customer Payments held by the Dealer under this Agreement are held on trust solely for the benefit of VicRoads; and

4.2.2 neither the Dealer, its Employees nor any other person (other than

VicRoads) has any beneficial interest in the Customer Payments.

**5 Reports**

**Reports**

5.1 The Dealer must report all matters relevant to the provision of the Service. Without limiting the foregoing, the Dealer must provide VicRoads with reports in accordance with Schedule 1 (**Reports**) in the format and frequency specified in Schedule 1.

5.2 All Reports generated by the Dealer under this Agreement will be the property of VicRoads. The Dealer may retain a copy of Reports for internal record keeping purposes only.

**6 Audit and review**

**Audit**

6.1 The Dealer must, upon reasonable notice, permit any person authorised by VicRoads to access the Dealer's Premises, records and documentation, equipment and other property relevant to the performance of this Agreement. For the purposes of this clause 6.1, access includes, but is not limited to, access for the purpose of liaison, reporting, inspection and verifying that the Dealer has complied with its obligations under this Agreement.

**7 Intellectual Property**

**Pre-existing IP**

7.1 All Intellectual Property Rights that subsist in any document, material, electronic record, data, work product, system, methodology, concept or information before signing this Agreement (**Pre-existing IP**) will be retained by that party.

**Signage**

7.2 The Dealer must not use the VicRoads Logo without VicRoads' prior written consent.

If VicRoads consents to the Dealer's request it will grant a licence to the Dealer permitting it to use the VicRoads Logo in a manner specified by VicRoads.

**8 Confidentiality**

**Obligations of confidence**

8.1 Where the Dealer receives Confidential Information, the Dealer must, subject to the terms of this Agreement, comply with the following obligations at all times:

8.1.1 keep the Confidential Information secret and preserve its confidential nature;

8.1.2 not use the Confidential Information for any purpose other than a purpose permitted by this Agreement;

8.1.3 not disclose or permit the disclosure of Confidential Information to any person except as permitted in clause 8.2;

8.1.4 only copy or reproduce Confidential Information for the purposes of this

Agreement or with the written consent of VicRoads;

8.1.5 establish and maintain appropriate security measures to protect the

Confidential Information against unauthorised access, use or disclosure;

8.1.6 immediately notify VicRoads of any unauthorised access to, use or disclosure of the Confidential Information;

8.1.7 not reverse engineer, decompile or disassemble any Confidential

Information;

8.1.8 ensure that adequate physical (in the case of Protected Information in hard copy form) and electronic (in the case of Protected Information in electronic form) security measures have been taken to protect the Protected Information from misuse or loss or from unauthorised access, modification or disclosure; and

8.1.9 comply with the On-line Access Terms.

8.2 This Agreement does not prohibit the disclosure of Confidential Information by the

Dealer the following circumstances:

8.2.1 the disclosure is specifically contemplated and permitted by this Agreement;

8.2.2 the disclosure of Confidential Information is to the Employees of the Dealer who need that information to enable the Dealer to provide the Service and the Employees have executed a confidentiality agreement as required under clause 9.4;

8.2.3 the disclosure is to a professional advisor of the Dealer and is necessary for the advisor to provide advice in relation to matters arising under or in connection with this Agreement;

8.2.4 the disclosure is required by a court or governmental or administrative authority;

8.2.5 the disclosure is required by an applicable law or regulation.

**Compliance and undertakings by Employees**

8.3 The Dealer must ensure that its Employees are made aware of and comply with:

8.3.1 the Dealer's obligations of confidence set out in this clause 8;

8.3.2 the On-line Access Terms; and

8.3.3 all applicable Privacy Laws.

8.4 If requested by VicRoads, the Dealer must procure its Employee’s signed written undertakings in a form substantially similar to that set out in Schedule 2. The Dealer must promptly arrange for all such undertakings to be delivered to VicRoads prior to the time the Confidential Information is disclosed to the Employee.

**Provision of Confidential Information at VicRoads' discretion**

8.5 Nothing in this Agreement imposes any obligation on VicRoads to provide, or provide access to, any Confidential Information. VicRoads may at its absolute discretion refuse to provide, or provide access to, its Confidential Information. Where VicRoads provides, or provides access to, its Confidential Information, it does so subject to any conditions that it thinks fit. VicRoads is not obliged to give reasons for providing or withholding its Confidential Information or access or for giving access to its Confidential Information subject to conditions.

**Part 7B of the Road Safety Act 1986**

8.6 The Dealer acknowledges that it is a "relevant person" for the purposes of Part 7B of the *Road Safety Act 1986* (Vic), and that any of its rights under this Agreement to collect, use, disclose, store, transfer or otherwise handle information, including Confidential Information or Personal Information, is to be read subject to its obligations under that Part.

**9 Subcontracting**

**Subcontracting**

9.1 The Dealer must not subcontract the whole or any part of its obligations under this

Agreement.

**Warranties**

9.2 The Dealer warrants that its Employees providing the Service:

9.2.1 are not, and will not be at any time while assigned to perform the Service, restricted by contract or otherwise in any way from performing the Service;

9.2.2 are appropriately experienced, qualified and trained for the provision of the

Service; and

9.2.3 have not been charged or convicted of, and are not being investigated or prosecuted for, any offence involving fraud or dishonesty which is punishable by imprisonment, within the last 10 years.

**10 Dispute Resolution**

**Parties must follow dispute resolution procedures**

10.1 No party may bring any legal action or proceedings in relation to any dispute or disagreement concerning this Agreement, the performance of the Services or the rights or obligations of the parties under this Agreement (**Dispute**) until the dispute resolution procedures set out in this clause 10 have been followed.

**Meetings to attempt to resolve Dispute**

10.2 If a Dispute arises under this Agreement, either party's nominated Representative may give written notice to the other party's Representative, giving details of the dispute and requesting that a meeting take place to discuss it.

10.3 The Dealer's Representative and a VicRoads Representative must meet within 10

Business Days after the notice is received, and must try, in good faith, to resolve the

Dispute.

10.4 If such meeting does not take place or if after 10 business days of the meeting the

Dispute remains unresolved, either party may pursue its rights at law.

**Performance of obligations**

10.5 Each party must continue to perform its obligations under this Agreement during a

Dispute.

**Interlocutory relief and right to terminate**

10.6 Nothing in this clause 10 restricts or limits the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

**11 Termination**

**Termination for cause**

11.1 Without prejudice to any other rights VicRoads may have under this Agreement or at law, VicRoads may terminate this Agreement immediately by notice in writing if:

11.1.1 the Dealer breaches a term of this Agreement (including the On-Line

Access Terms or the Used Car Trader Business Rules) and:

(a) if the breach is capable of rectification, the Dealer fails to rectify the breach within 14 days of receiving notice from VicRoads specifying the breach and requiring it to be remedied;

(b) the breach is not capable of rectification;

(c) that breach is one of multiple or recurring breaches by the Dealer of this Agreement;

(d) the breach involves infringement of Intellectual Property Rights, disclosure of VicRoads' Confidential Information or a breach of the Dealer's privacy obligations;

11.1.2 the Dealer fails to remit to VicRoads any Customer Payment received by the Dealer within 5 business days of receiving that payment;

11.1.3 an Adverse Event occurs in respect of Dealer; or

11.1.4 the Dealer ceases, or indicates that it is about to cease, carrying on its business.

**Termination for convenience**

11.2 VicRoads may terminate this Agreement in whole or in part without cause on 90 days written notice to the Dealer.

**12 Consequences of expiry and termination**

**Return of property**

12.1 On the expiry or termination of this Agreement, the Dealer must immediately return all of VicRoads' equipment, information, documents, records and other property used by it in the provision of the Service, or otherwise in the Dealer's possession or control.

**Survival**

12.2 Clauses 5.1, 6.1, 7, 8, 10 and 12 will survive the expiration or termination (for whatever reason) of this Agreement.

**13 Limitation of Dealer**

13.1 The relationship between VicRoads and the Dealer shall be one of independent contracting parties.

**14 Miscellaneous**

**Approvals and consents**

14.1 Unless this Agreement expressly provides otherwise, VicRoads may give or withhold an approval or consent in its absolute discretion and subject to any conditions determined by it. VicRoads is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

14.2 Where this Agreement refers to a matter being to the 'satisfaction' of a party, this means to the satisfaction of that party in its absolute discretion.

**Assignments and transfers**

14.3 A party must not assign or transfer any of its rights or obligations under this

Agreement without the prior written consent of each of the other parties.

**Entire agreement**

14.4 This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed. The parties expressly exclude any implied duty of good faith in the exercise of their rights under this Agreement.

**Execution of separate documents**

14.5 This Agreement is properly executed if each party executes either this document or an identical document. In the latter case, this Agreement takes effect when the separately executed documents are exchanged between the parties.

**Governing law and jurisdiction**

14.6 This Agreement is governed by the law of Victoria. The parties submit to the non- exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

**Severability**

14.7 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this

Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

**Variation**

14.8 No variation of this Agreement will be of any force or effect unless it is in writing and signed by each party to this Agreement.

**Waivers**

14.9 A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

14.10 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

**15 Definitions and interpretation**

**Definitions**

15.1 In this Agreement the following definitions apply:

**Adverse Event** in relation to a party means anything that reasonably indicates that there is a significant risk that that party is or will become unable to pay its debts as they fall due. This includes:

(a) a meeting of a party's creditors being called or held;

(b) a step being taken to make the party bankrupt or wind the party up;

(c) the appointment of a controller or administrator as defined in section 9 of the Corporations Act;

(d) the party entering into any type of arrangement with, or assignment for the benefit of all or any of its creditors;

(e) the party being made subject to a deed of company arrangement; or

(f) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the party or any of its assets.

**Business Hours** means the hours of operation on any business day.

**Confidential Information** means any information provided by VicRoads or any of its Employees to the Dealer or any of its Employees, or otherwise obtained by the Dealer or any of its Employees, whether obtained before or after the execution of this Agreement, in connection with this Agreement or VicRoads in any way. Without limiting the foregoing:

(a) Confidential Information includes confidential business information, documents, records, financial information, reports, intellectual property, product specifications, technical information and forecasts which relate to VicRoads and the fact that the Confidential Information may be or has been provided, and the terms of this Agreement; and

(b) Confidential Information does not include information which is in or becomes part of the public domain (other than through a breach of this Agreement or an obligation of confidence) or which the recipient of the Confidential Information can prove was independently acquired or developed by it without breaching the terms of this Agreement.

**Corporations Act** means the Corporations Act 2001 (Cth) and any regulations made under it.

**Customer** means a person who uses VicRoads' services.

**Customer Payments** means payments made by VicRoads' Customers to the Dealer in connection with this Agreement.

**Dealer on Line System** means the VicRoads Dealer on Line information technology system for the transfer of registration of vehicles.

**Dealer Representative** means the person specified as the Dealer's Representative in

Schedule 1.

**Delegated Services** has the meaning given to that term in clause 3.1.

**Delegation** has the meaning given to that term in clause 3.5.

**Dispute** has the meaning given to that term in clause 10.1.

**Employee** of a party, means any director, officer, employee and, in the case of the

Dealer, any permitted agent or sub-contractor under clause 9.

**Execution Date** means the date on which this Agreement commences as specified in

Schedule 1.

**Intellectual Property Rights** means all present and future rights, title and interests in and to copyright, neighbouring rights, trade marks (registered and unregistered), designs (registered and unregistered), all rights in relation to inventions (including patent rights, semi-conductor and circuit layout rights), Confidential Information (including trade-secrets and know-how), domain names, internet addresses,

computer programs, trade or business names, and any other rights resulting from

intellectual activity in the industrial, scientific, literary or artistic fields.

**Loss** means any loss including any liability, cost, expenses (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage (including any exemplary or punitive damages, special, incidental or indirect damages or economic loss or consequential loss or damage).

**MyVicRoads Partner Account System** means the information technology system for accessing VicRoads’ systems to conduct the transfer of registration of vehicles using an internet based facility.

**Nominated Position** means an Employee of the Dealer, who is approved by

VicRoads, to perform the Service described in this Agreement.

**Nominated Position Holder** means an employee of the Dealer holding a Nominated

Position.

**On-line Access Terms** means the terms set out in Schedule 3.

**On-line Service** means the Dealer online system, or the My VicRoads Partner Account System or another Service to be provided by the Dealer under this Agreement using an internet based facility.

**On-line User** means Employees of the Dealer that is authorised to use the On-line Service to provide the Service to Customers.

**Personal Information** has the meaning given to that term in the *Privacy Act 1988*

(Cth).

**Pre-existing IP** has the meaning given to that term in clause 7.1. **Premises** means Dealer's premises specified in Schedule 1.

**Privacy Law** means a law that relates to the collection, use, disclosure and handling of Personal Information, and includes:

• the Privacy and Data Protection Act 2014 (Vic),

• the Privacy Act 1988 (Cth);

• the Health Records Act 2001 (Vic); and

• Part 7B of the Road Safety Act 1986 (Vic).

**Protected Information** means registration or licensing information collected or received by the Dealer in relation to its provision or performance of the Service that identifies an individual or from which an individual's identity can be ascertained.

**Related Entity** has the meaning given to that term under the Corporations Act.

**Reports** has the meaning given to that in clause 5.1.

**Representative** means the Dealer's Representative or the VicRoads Representative, or both, as the context requires.

**Security Interest** includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre- emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set-off.

**Service** means Vehicle Registration Transfers for registered motor vehicles.

**Term** means the term of this Agreement as determined in accordance with clause 1 and has the end date specified in Schedule 1.

**Used Car Trader Business Rules** means the business rules provided by VicRoads from time to time to the Dealer.

**User ID** means the log-in name and password assigned to an On-line User for the purposes of accessing the Dealer On-line Service.

**VicRoads Logo** means VicRoads' trade marks, registration numbers 791431,

1325242 and 1325243.

**VicRoads Representative** means the person specified as the VicRoads

Representative in Schedule 1.

**Interpretation**

15.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

15.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

15.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Melbourne, Victoria.

15.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.

15.2.4 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

15.2.5 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

15.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

15.2.7 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

15.2.8 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.

15.2.9 A reference to the word 'include' or 'including' is to be construed without limitation.

15.2.10 A reference to this Agreement includes the agreement recorded in this

Agreement.

15.2.11 Any schedules and attachments form part of this Agreement.

**Execution and date** Executed as an agreement. Date:

Signed for and on behalf of **VicRoads** in the presence of:

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signature of authorised person 1

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signature of authorised person 2

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Name of authorised person 1 (print)

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Name of authorised person 2 (print)

Signed for and on behalf of ABN in the presence of:

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signature of authorised person

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signature of witness

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of authorised person (print)

.

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of witness (print)

**Contract Information**

**1 Execution Date (clause 1.1)**

**2 Dealer Representative**

**Name**

**Postal Address: Email:**

**3 Dealer's Premises**

**4 VicRoads Representative**

**VicRoads Representative**

Name: Stephanie Petropoulos

Position: Team Leader – Second Hand Dealer Support

Postal Address: Ground Floor, North Building, 60 Denmark St, Kew, Victoria, 3101

Phone: (03) 9854 2560

Email: [Stephanie.petropoulos@roads.vic.gov.au](mailto:Stephanie.petropoulos@roads.vic.gov.au)

**5 Reports (clause 5)**

**Confidentiality Deed for Employees given Access to Protected Information**

I acknowledge that in the course of my official duties I may be granted access to or use of information obtained by or provided to VicRoads that is of a personal nature or that has commercial sensitivity for the person to whom it relates ('Protected Information').

I further acknowledge that I am familiar with the requirements of sections 90I to 90O of the **Road Safety Act 1986** and that I may be guilty of an offence if I use or disclose Protected Information other than in accordance with that section.

I agree as follows:

1 I will only access and use Protected Information to the extent that it is necessary for the performance of my official duties.

2 I will not disclose Protected Information to any person (other than to another employee who requires the information to carry out his or her official duties).

3 I will do everything I can to prevent other people from accessing the Protected Information. I will not leave Protected Information, or copies or records of it, in any place where it is accessible by others.

4 I will notify my employer and VicRoads as soon as I become aware of any threat to the confidentiality or security of Protected Information. I will cooperate with my employer and with VicRoads in any action either of them takes to protect that confidentiality or security.

5 If I am given a user access code or password to enable me to access the Information: (a) I will not give the user access code or password to anyone;

(b) I will not write it down anywhere;

(c) I will make sure I log off from any application through which I have access to

Protected Information when I am not using the Protected Information; and

(d) I will make sure my user access code or password is de-activated when I no longer need access to the information.

Signature: Date: / / Name:



Position: Dealer:



**On-Line Access Terms**

**1 Instructions**

1.1 The Dealer must comply, and must ensure that each user of the Dealer On Line Service or the MyVicRoads partner account system (**On-line User**) complies, with any instructions, directions, policies, procedures and standards VicRoads requires in relation to the use of the On-line Service, including without limitation instructions, directions, policies, procedures and standards relating to:

1.1.1 use of appropriate equipment or software required by VicRoads to use the

On-line Service;

1.1.2 security;

1.1.3 protection of Protected Information or intellectual property of VicRoads;

1.1.4 verification, protection or security of the Dealer's identity and any User ID;

or

1.1.5 use of the On-line Service.

1.2 The instructions, directions, policies, procedures and standards referred to in this clause may be notified or amended by VicRoads from time to time via a display on the VicRoads' website. The Dealer must monitor the website for such notification or amendment.

**On-line Users**

1.3 The Dealer must ensure that each On-line User:

1.3.1 is aware of his or her User ID;

1.3.2 keeps his or her User ID confidential;

1.3.3 only uses his or her own User ID to use the On-line Service;

1.3.4 is only able to use the On-line Service via the User ID;

1.3.5 complies with all instructions, directions, policies, procedures and standards as directed by VicRoads from time to time; and

1.3.6 otherwise complies with these Terms.

**2 Security**

2.1 The Dealer must ensure that the On-line Service is protected at all times from unauthorised access, loss, use or misuse, damage or destruction by any person, whether an On-line User or not.

2.2 The Dealer must ensure that:

2.2.1 each On-line User only uses the identity of the Dealer and their allocated

User ID to access the On-line Service;

2.2.2 the Dealer's identity and all User IDs are kept confidential;

2.2.3 each On-line User logs out of the On-line Service each time they cease using it and that their computer is not left unattended whilst logged onto the Service; and

2.2.4 only On-line Users view or access the On-line Service.

2.3 The Dealer must not copy any part of VicRoads' database to, or store any part of that database on, its own server.

2.4 The Dealer must keep complete and accurate records of use, copying, modification, merging and disclosure of the On-line Service, including without limitation, a log setting out when On-line Users access the On-line Service.

2.5 The Dealer must allow VicRoads to inspect such records at any time. If VicRoads requests, the Dealer shall promptly, at its cost, furnish to VicRoads a copy of all or any part of such records.

**3 Reverse engineering, copying, modification**

3.1 The Dealer 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 On-line Service.

3.2 Other than where expressly permitted by VicRoads in writing, the Dealer shall not copy, merge, disseminate, distribute or in any way reproduce the On-line Service or directly or indirectly allow or cause a third party to copy, merge, disseminate, distribute or in any way reproduce the Service.

3.3 Other than where expressly permitted by VicRoads in writing, the Dealer shall not modify, vary or alter the On-line Service or directly or indirectly allow or cause a third party to modify, vary or alter the Service.