

## Application Specific Conditions of Use

### 1. Additional Terms and Conditions

You acknowledge that these Application Specific Conditions of Use are in addition to the Conditions of Use - Web Site Generally of both the Department and any relevant Court.

### 2. Failure To Agree

If you do not agree to these Application Specific Conditions of Use you must stop using this Application.

### 3. Request for Access

In submitting a request for access to this Application, you:

- acknowledge that you have read, understood and agree to the Conditions of Use and these Application Specific Conditions of Use; and
- agree that the information provided in your request is accurate, complete and not misleading, and that the Department may rely on that information until we receive notice of any change from you.

The Department reserves the right to refuse any request made at its discretion without having to give reasons for that refusal.

### 4. Use At Your Own Risk

You agree that your use of this Application is entirely at your own risk. This Application is provided on an "as is" basis, and without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation implied warranties of merchantability or fitness for a particular purpose, all of which are disclaimed to the fullest extent of the law.

### 5. Compliance With Court Rules

If you are using this Application to lodge a document with a Court or Tribunal you must also comply with the Acts and Rules of the relevant Court or Tribunal.

Any document transmitted by you using this Application will be deemed received in accordance with the Rules of the relevant Court or Tribunal.

### 6. Use Generally

When you use this Application, you must not:

- make it available to unauthorised persons;
- make money out of its use; or
- infringe the rights of any person.

### 7. Time and Place of Sending and Receiving

All interactions with the Department are deemed to take place in the State of Western Australia. Without limiting, and subject to, Clause 5 above, the time stamp of any interaction or transaction is the time of sending from or receipt by the Department's web server(s) which are set to local time in Perth, Western Australia.

### 8. Viruses

We cannot guarantee that this Application, and any Material contained in, downloaded or accessible, from it, is free from computer viruses or any other threat which may affect your software or systems. To protect your software and systems we recommend you install and implement your own system protection software.

Your transmission to the Department will be examined for known viruses and other threats using the Department's standard

operating environment scanning and detection tools. Where a virus or other threat is detected in your transmission, the transmission may be rejected and will be deemed not to have occurred. Where a transmission is rejected transmission and/or transaction confirmation will not be received by you.

Where a transmission failure has occurred, the Department recommends that you clean and resubmit the transmitted data. The Department is not responsible if your transaction fails for any reason.

### 9. Security of Data

The Department will take all reasonable precautions to protect the data you transmit from misuse and loss and from unauthorised access, modification or disclosure, during transmission to the Department or while stored on either our web server or on the web servers of parties engaged by the Department.

Our online security measures include, but are not limited to:

- encrypting data sent from your computer to our systems during Internet transactions and customer access codes transmitted across networks;
- employing firewalls, intrusion detection systems and virus scanning tools to prevent unauthorised persons and viruses from entering our systems; and
- using dedicated secure networks or encryption when we transmit electronic data for purposes of outsourcing.

Should you suspect, or become aware of, a breach of security, we ask that you immediately [notify us](#) (see "Contact Us" information) and suspend the use of all electronic communications until we are satisfied that appropriate steps have been taken to ensure the security of electronic communications with you.

### 10. Data Backups

The Department undertakes electronic backup of its computer based systems for its own purposes but does not provide backup and recovery of data not required for its own purposes. We recommend that you implement your own backup and recovery facilities and procedures for data accessed from or transmitted to our Web Site and this Application.

### 11. Encryption

Secure Sockets Layer (SSL) is used when transmitting and receiving your data to and from this Application at all times as a default.

### 12. Technical Support

You are responsible for your own hardware, software and internet connection to use this Application.

The Department will advise you of the minimum hardware, software and internet requirements necessary to use this Application.

The Department may at its discretion if it gives you not less than 7 days notice alter any minimum hardware, software and internet requirements to use this Application.

### 13. Establishing Your Identity

We will provide you with a unique username and confidential password to provide authentication, the combination of which identifies you to us and authenticates you as the person who you claim to be.

When access to this Application is required by more than one person within your organisation, we require each of those people to be identifiable and we will therefore provide, on application, a unique username and confidential password to each of those people. User accounts or confidential passwords must not be shared.

You must immediately [notify the Department](#) (see "Contact Us" information) if you become aware of the loss, theft or unauthorised use of your username and confidential password, following which, the Department will, as soon as reasonably possible, disable access to the Application for that username and issue you with a replacement.

It is recommended that passwords be changed on a regular basis - in particular when a registered user leaves your organisation. Passwords may require to be changed on a periodic basis. The Department will inform the authorised user when their password has expired.

### 14. Assumed Validity

You agree that as an authorised user of this Application:

- you are bound by any electronic communication which includes your username and password without any further inquiry on our part;
- we can assume that any transaction or instruction received by way of this Application activated by an authorised user's username and confidential password originates from that

authorised user and is a valid transaction or instruction which cannot be reversed.

Transactions executed by an authorised user may be captured and retained by the Department on a "transaction log" and may include all instructional and financial interactions received from the authorised user. In the event of any dispute, you agree to accept the Department's transactional log as conclusive evidence of instructional and financial interactions made by you with the Department.

### 15. Revoking Access

The Department may immediately suspend or terminate your access to and use of this Application if your use of this Application:

- is inappropriate or unreasonable; or
- menaces, creates a nuisance or harasses others or attempt to do so; or
- makes any denial-of-service attacks on us, or any other users or networks relating to us, or attempt to do so; or
- unlawfully attempts to gain access to other applications or networks which the Department uses or operates; or
- is in breach of the Conditions of Use or these Application Specific Conditions of Use.

### 16. Amended Terms and Conditions

The Department reserves at its sole discretion the right to change these Application Specific Conditions of Use from time to time. The Department will notify you by email of any changes. By your continued use of this Application you are deemed to agree to any such changes. If you do not agree to any changes you must stop using this Application.