

## **myVCAT**

### **Terms and Conditions of Use**

#### *General Conditions*

1. myVCAT is an online electronic platform that provides users with the ability to lodge, view and serve applications and other documents in relation to proceedings brought before the Victorian Civil and Administrative Tribunal (**VCAT**).
2. To use and access myVCAT, you must register for an account and agree to and comply with the below terms and conditions (**T&Cs**).
3. If a third-party registers, manages and/or uses a myVCAT account on behalf of a party to a VCAT proceeding, the below T&Cs also applies to the third party.
4. For the purposes of these T&Cs, “you” and “your” means the user and entities using myVCAT, including a third party acting on their behalf.
5. For the purposes of these T&Cs, “we”, “us” and “our” means Court Services Victoria (**CSV**) (ABN 63 392 984 660), a body corporate established pursuant to section 5 of the *Court Services Victoria Act 2014*, and VCAT.

#### *Content of myVCAT*

6. You understand and acknowledge that the internet is not a secure medium and communications to and from myVCAT may be intercepted or altered in transit. To the maximum extent permitted by law, we make no representation or warranty, either express or implied, that myVCAT will be free from viruses, malicious computer code or other forms of interference or contamination which may damage your computer system, or any device used to access myVCAT, or affect your registration.
7. You understand that the information available through myVCAT is provided as information only. It is not substituted for, nor should it be considered or relied upon as independent legal advice. You must carefully consider and evaluate the information for its accuracy, relevance, completeness and suitability for their use or purpose. Users must, at all times, comply with their legal obligations in relation to the use, storage, disclosure or otherwise, dealing with any information accessed via myVCAT.
8. To the maximum extent permitted by law, we make no statements, representations or warranties, express or implied, about the accuracy, reliability, availability, timeliness, completeness or suitability for any specific purpose of any information contained in myVCAT.

#### *Access to myVCAT*

9. You are solely responsible for:
  - a) ensuring that the information you supply via myVCAT complies with all applicable laws, including the *Victorian Civil and Administrative Tribunal Act 1998* (**VCAT Act**), *Victorian Civil and Administrative Tribunal Rules 2018* (**VCAT Rules**), *Victorian Civil and Administrative Tribunal (Fee) Regulations 2016* (**VCAT Fee Regulations**), and any applicable VCAT orders;
  - b) maintaining the confidentiality of your password and login details;

- c) the accuracy of any information or data you submit through myVCAT;
  - d) promptly advising us if any of the information relating to your myVCAT account changes;
  - e) conducting such virus scanning and other checks as may be necessary to ensure that the downloaded material will not corrupt or damage your property (including damage to software, hardware or data) or that of any other person;
  - f) ensuring you have the equipment and software required to access and use myVCAT; and,
  - g) promptly reporting to VCAT any suspicious or unauthorised activity in relation to your account.
10. VCAT is not responsible for the provision or supply of any equipment or software necessary to access and operate myVCAT, nor for any maintenance, training, or support in respect of the registrant's or any other user's equipment or software.

#### *Use of myVCAT*

- 11. You accept that you will only use your myVCAT account for its intended purpose including, to lodge, view and serve applications or other documents that relate to your proceeding before VCAT.
- 12. You accept that any use of your myVCAT account that is not related to your proceeding before VCAT or that is in breach of any laws in Victoria will constitute misuse and may result in cancellation or suspension of your access to myVCAT.
- 13. You accept that VCAT will determine whether there has been misuse by you of myVCAT and whether to cancel or suspend your access to myVCAT.
- 14. You agree to assume all responsibility and risk associated with your use of myVCAT including all activities that occur within your account/s including that which may result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures.

#### *Intellectual property*

- 15. You acknowledge that you do not acquire any property rights including intellectual property rights in information provided via myVCAT.
- 16. You are not granted any right to use, reproduce, adapt or modify the information or develop derivative products from myVCAT information or to use it for other purposes beyond the tribunal proceeding in which you are involved as a party or a person acting on behalf of a party.

#### *Privacy*

- 17. When you register a myVCAT Account, we collect personal information such as your name, contact information and IP address. We use this information to communicate with you about your use of myVCAT and about your proceeding before VCAT. We manage your personal information in accordance with [VCAT's privacy statement](#) and the *Privacy and Data Protection Act 2014*.
- 18. Documents submitted or lodged on myVCAT form your proceeding file and will be subject to inspection by the public in accordance with section 146 of the VCAT Act. Your

proceeding file is stored for at least 5 years after final determination of your matter in accordance with the [Public Record Office Victoria's retention and destruction guidelines](#).

#### *Opting out of myVCAT*

19. Once a myVCAT account is created, it cannot be terminated; however, you may opt out of using your myVCAT account.
20. You may opt out of using myVCAT by using the self-service option on your myVCAT account or by calling VCAT's Service Delivery Group to advise of your intention to opt out of myVCAT.
21. Seven days after you have opted out of myVCAT, your communication preference (including your preferred method of service) will be updated to the last email address you disclosed to VCAT.
22. Documents uploaded and exchanged prior to opting out of myVCAT will still be available for access on myVCAT.

#### *Changes to T&Cs*

23. We may, at any time, vary these T&Cs without notice. Changes will be effective from the date we upload them to myVCAT. Your continued use of myVCAT following a change in the T&Cs is an implied acceptance of the updated T&Cs. It is your responsibility to ensure you are aware of any changes to the T&Cs when you access and use myVCAT.

#### *Disclaimer*

24. To the maximum extent permitted by law, we and our employees and agents are not liable (whether based on contract, tort, negligence, strict liability or otherwise) for any direct, indirect, punitive, incidental damages or any damages whatsoever including, without limiting, damages for loss of use of data, loss of data, indirect or consequential loss or damage (including loss of business, income or revenue; loss of profits or contracts; anticipated savings; wasted management time), incurred by or awarded against you or any other person arising out of or in any way connected with your use, or the performance, of myVCAT.

#### *Applicable law*

25. These T&Cs and your use of myVCAT are governed by the laws of Victoria, Australia and you consent to the exclusive jurisdiction of the courts and tribunals of Victoria, Australia.
26. myVCAT may be accessed throughout Australia and overseas. We make no representation that the content of myVCAT complies with the laws (including intellectual property laws) of any country outside Australia. If you access myVCAT from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place of access.