



# Terms of use

[enterprisesolutions.vic.gov.au](http://enterprisesolutions.vic.gov.au)

as at 9 July 2015

## INTRODUCTION

- 1.1 **enterprisesolutions.vic.gov.au** (Site) connects you to Victorian Government information on shared services, standards, policies, and governance frameworks for shared services and WoVG ICT.
- 1.2 The Site is operated on behalf of the government of the State of Victoria, Australia by the Department of Premier and Cabinet ([www.dpc.vic.gov.au](http://www.dpc.vic.gov.au)).
- 1.3 The Site is hosted for the Department of Premier and Cabinet by Web Central Pty Ltd (trading as Melbourne IT Enterprise Services) (Melbourne IT).
- 1.4 In these Terms of Use (Terms), the words "we", "us" and "our" refer to the government of the State of Victoria and the words "you" and "your" refer to the person using the Site.
- 1.5 If you have any questions about these Terms, please contact us via [enterprisesolutions@dpc.vic.gov.au](mailto:enterprisesolutions@dpc.vic.gov.au).

## APPLICATION OF THESE TERMS

- 2.1 Any person who uses the Site (by any means including any robot, spider, other automatic device or agent, or by any manual process) is deemed to have accepted these Terms. Therefore, it is important that you understand and agree to these Terms before you access the Site.
- 2.2 We can change these Terms at any time without notice to you. You must regularly review the latest version of these Terms, as it will be the terms upon which you access the Site at all times. The most recent version of these Terms is set out in this Terms of Use page.
- 2.3 These Terms apply in addition to any other terms that specifically apply to a particular part or page of the Site. If those other terms are inconsistent with these Terms, those other terms will prevail to the extent of the inconsistency.

## DISCLAIMER AS TO ACCURACY OF INFORMATION

- 3.1 The content of the Site is provided for information purposes only. We make no representations as to the accuracy of the information presented at or via the Site. While every reasonable effort is made to ensure the accuracy of information on the Site, you are responsible for exercising due diligence before relying on that information. We do not accept any liability to any person for the information or advice (or the use of such information or advice) which is provided on the Site or incorporated into it by reference.
- 3.2 The information contained on the Site is not to be displayed except in full screen format. No liability is accepted for any information or services which may appear in any other format.
- 3.3 To the extent permitted by law, we exclude liability for any loss (including loss from viruses) in connection with the use of the Site or any sites that are linked to the Site (Linked Sites).



## LINKS TO AND FROM THE SITE

4.1 You may create a link to the Site provided that the link:

- a) does not, in any way (including, but not limited to, framing), misrepresent us or the Site or any information it contains; and
- b) is not misleading in any way.

4.2 The Site may contain hyperlinks to pages contained on external government and non-government websites (third party websites). Unless otherwise indicated, we:

- a) do not endorse or authorise the content of any third party website;
- b) are not affiliated or associated with the owner or operator of any third party website; and
- c) assume no responsibility or liability for the condition or content of any third party website or for the operation or function of any service or facility offered on any third party website.

## PRIVACY POLICY

5.1 In accordance with Victorian Government Privacy policy, the Site endorses and supports fair information privacy handling practices. The privacy practices of the Site are governed by the *Privacy and Data Protection Act 2014* (Vic), which establishes Information Privacy Principles to which the Site is subject and provides for complaints and penalties for interfering with personal privacy through the Office of the Commissioner for Privacy and Data Protection.

5.2 The Site does not collect, use or disclose personal information except that which you provide freely through online forms. Any information provided by you will only be used in accordance with your consent and for the purpose for which you provided the information except in exceptional circumstances where authorised by law.

5.3 Visitor logs may be used on the Site for statistical purposes only and include your server's address, top-level domain name, date and time of visit, pages downloaded and browser used. No attempt is made to identify users or their browsing activity. This information is only used to update and improve the Site.

## DATA AND SYSTEMS INTEGRITY

6.1 You acknowledge that we will not be responsible for any corruption or failed transmission of any information attributable to your computer system or to the system or any or omission of your Internet Service Provider.

6.2 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site.

6.3 You acknowledge that access to the Site may:

- a) not be continuous or uninterrupted at all times; and
- b) be interfered with by factors or circumstances outside of our control.

## TRADE MARK INFORMATION

7.1 Trademarks used in the Site are the property of their respective owners.

## COPYRIGHT

8.1 Copyright of materials present on the Site vests in the State of Victoria according to <http://www.enterprisesolutions.vic.gov.au/copyright/>.



## ACCESSIBILITY

9.1 The Site has been developed to ensure that its content is available to the widest possible audience, including readers using assistive technology or accessibility features. By adhering to guidelines for accessible web design, the diversity of communication methods, available technologies and the abilities of web users in the community are acknowledged. The Site strives to maintain conformity with W3C's "Web Content Accessibility Guidelines".

9.2 We are committed to assisting people with disabilities access the Site. Accessibility audits of the Site will be undertaken with each major design change.

9.3 In addition, the Site conforms to the [Victorian Government's Accessibility Standard](#).

## GENERAL INFORMATION

10.1 These Terms are governed by, and are to be construed in accordance with, the laws of the State of Victoria, Australia. You agree that the courts of the State of Victoria, Australia have non-exclusive jurisdiction with respect to any matter arising from these Terms or the Site.

10.2 You will be subject to additional terms and conditions that may apply when you use the Linked Sites, affiliate services, third party content or third party software.

10.3 If any provision of these Terms is held to be invalid, then that provision may be:

- a) read down to the extent necessary to make it valid and enforceable; and
- b) severed and the remaining provisions of these Terms enforced.

10.4 Our failure to exercise or enforce any right or provision of these Terms must not be treated as a waiver of the right or provision.

10.5 Your rights and obligations under these Terms are personal and may not be assigned or dealt with in any way without our permission, and which may be withheld in our absolute discretion.

10.6 Headings in these Terms are for convenience only and do not affect interpretation.

10.7 We reserve the right to change these terms and conditions from time to time without prior notification of users.

10.8 The inclusion of any email addresses on the Site is not consent to receiving unsolicited commercial electronic messages or SPAM.