

# Client Portal Terms of Use

Effective as of 3 February 2023

The **Client Portal** area of this website is owned and operated by the Victorian Managed Insurance Authority (**VMIA**), which is a statutory authority established under the *Victorian Managed Insurance Authority Act 1996* (*Vic*). The Client Portal is only accessible by Users authorised by VMIA.

VMIA provides access to the Client Portal to the Insured (**the Client**) and any personnel the Client nominates to have access to the Client Portal (**Users**). Use of the Client Portal constitutes acceptance of these terms and conditions of use (**Client Portal Terms of Use**) and the terms and conditions of use that apply to the other parts of VMIA's website (the **General Terms and Conditions**).

## 1. General

- 1.1 Each Client must nominate an administrator (**Administrator**) to manage use of the Client Portal by the Client's Users.
- 1.2 The Client agrees that a User nominated by the Administrator:
  - 1.2.1 is authorised to access the Client Portal;
  - 1.2.2 is acting on the Client's behalf; and
  - 1.2.3 has the authority to bind the Client to these Client Portal Terms of Use.
- 1.3 A reference to User in these Client Portal Terms of Use is a reference to the Administrator and any Users nominated by the Administrator.
- 1.4 The Client agrees and acknowledges that use of the Client Portal by its Users constitutes acceptance of these Client Portal Terms of Use.

## 2. Licence

- 2.1 VMIA grants a non-exclusive, non-transferable, non-sub-licensable licence to use the Client Portal until VMIA advises that the Client Portal must no longer be used by the Client, including where access has been terminated for non-compliance with these Client Portal Terms of Use.
- 2.2 The Client agrees that VMIA owns all rights, title and interest (including all associated copyright and other intellectual property rights) in and to the Client Portal, except where licensed to VMIA by third parties, and that nothing in these Client Portal Terms of Use transfers any such rights, title or interest to the Client.

## 3. Users

### Ensuring compliance by Users

- 3.1 The Client must take reasonable steps to ensure that all Users understand and comply with these Client Portal Terms of Use.
- 3.2 The Client must not (and must take reasonable steps to ensure that Users do not):
  - 3.2.1 grant any sublicences to exercise any rights in respect of the Client Portal or permit any third party to use the Client Portal.
  - 3.2.2 modify, add to, adapt, delete or amend any part of the Client Portal.
  - 3.2.3 reverse engineer, disassemble, or decompile any software forming part of the Client Portal.
  - 3.2.4 use the Client Portal for any unlawful purpose.
  - 3.2.5 remove, obscure or interfere with any copyright, acknowledgment, attribution, trade mark, warning, disclaimer statement, rights management information or serial numbers affixed to, incorporated in or otherwise applied in connection with the Client Portal;
  - 3.2.6 make any copies of the Client Portal without VMIA's prior written consent.
  - 3.2.7 directly or indirectly, introduce or permit the introduction by the Client's personnel or any User of, any virus, worm, trojan or other malicious code into the Client Portal, or in any other manner whatsoever corrupt, degrade or disrupt the operation of the Client Portal.
  - 3.2.8 use the Client Portal for anything that would be inconsistent with the purpose that it has been made available for use; or

- 3.2.9 allow Users, personnel or third parties to do anything inconsistent with the terms of these Client Portal Terms of Use.

### Registration

- 3.3 Following nomination by the Administrator in accordance with clause 1, each User will receive an email with a registration link. When the User clicks on this link, it will take them to registration where they will set up their own password.

### Password

- 3.4 Users must:
- 3.4.1 maintain the confidentiality of their password and not disclose or provide it to any other person.
  - 3.4.2 keep safe and secure any devices used to access the Client Portal or to recover a password
  - 3.4.3 not allow another person to access or use the Client Portal except where expressly permitted by these Client Portal Terms of Use; and
  - 3.4.4 not impersonate any person or entity for the purpose of misleading others when accessing or using the Client Portal.
- 3.5 If the Client, or any of the Client's Users, become aware of any possible unauthorised use of a User's account, the Administrator must notify VMIA immediately.

### Uploading materials

- 3.6 Users uploading any materials onto the Client Portal must do so in the format specified in the relevant section of the Client Portal.

### Updating information

- 3.7 Users must ensure that any changes they make to information relating to their organisation using the Client Portal, including any changes to contact details, are accurate and complete.

## 4. Responsibilities of the Administrator

- 4.1 The Administrator is responsible for:
- 4.1.1 liaising with VMIA in relation to access to and use of the Client Portal by the Client and the Client's personnel.
  - 4.1.2 notifying VMIA of the personnel that have been nominated by the Client to be Users of the Client Portal.
  - 4.1.3 updating the name, email address and company name (**Contact Details**) of each User authorised to use the Client Portal.
  - 4.1.4 notifying VMIA promptly when a User no longer requires access to the Client Portal.
- 4.2 The Administrator must:
- 4.2.1 keep the Contact Details accurate, complete and current at all times.
  - 4.2.2 notify VMIA if the Administrator becomes aware that a User's Contact Details are known or being used by another person.
  - 4.2.3 remove a User's authorisation to access the Client Portal immediately if the User's employment is terminated, the User ceases to be employed by the Client or the User's authorisation to access the Client Portal is otherwise suspended or revoked.

## 5. Confidential Information

### Confidential Information

- 5.1 The Client and its Users acknowledge and agree that the information and material accessible on the Client Portal, including but not limited to insurance policies, insurance manuals, claims reports, certificates of currency, site risk surveys, risk quality framework reviews and contact information for personnel (**Confidential Information**) is confidential.

**Obligation of confidence**

- 5.2 The Client and its Users must not use, copy, disclose, reproduce or make public the Confidential Information for any purpose except in accordance with these Client Portal Terms of Use.
- 5.3 The Administrator must immediately notify VMIA if they become aware of a breach of this obligation.

**Permitted disclosure**

- 5.4 Disclosure of the Confidential Information is only permitted if one of the following circumstances applies:
  - 5.4.1 the disclosure is specifically contemplated and permitted by these Client Portal Terms of Use;
  - 5.4.2 the disclosure is to the Client's personnel to the extent those personnel need to know the Confidential Information in order to perform a function in connection with their employment; or
  - 5.4.3 the disclosure is required by a court, a binding directive of a governmental or administrative authority or to comply with any applicable law (subject to the Client notifying VMIA through the Administrator prior to any disclosure).

**Confidentiality compliance and undertakings**

- 5.5 VMIA may at any time require the Client to give written undertakings in a form prepared by VMIA relating to the non-disclosure of the Confidential Information.

**6. Privacy**

- 6.1 Any personal information VMIA collects from the Client and its Users will only be used or disclosed in accordance with VMIA's Privacy Policy (available at <https://www.vmia.vic.gov.au/about-us/policies-and-procedures/privacy-policy>).
- 6.2 The Client warrants to VMIA that any personal information disclosed to VMIA has been collected in accordance with all applicable privacy laws, and that any individual whose personal information is disclosed to VMIA has been made aware that the information may be or has been disclosed to VMIA and of any other matters that the Client is required to inform the individual under any applicable privacy law.
- 6.3 The Client must inform VMIA as soon as practicable if a privacy complaint is received in relation to information on the Client Portal. The Client must provide reasonable assistance to VMIA in relation to the investigation or resolution of the complaint.

**7. Content**

- 7.1 The Client agrees and acknowledges that all material, information and data (such as data files, written text, computer software, audio files, photographs, or other images) accessed or used by, or provided to a User through the Client Portal (**Content**) comprises the intellectual property of VMIA or any relevant third parties from whom VMIA may license that Content.
- 7.2 The Client must not (and must ensure that Users do not) copy, modify, publish, rent, lease, loan, sell, distribute or create derivative works based on any of the Content (either in whole or in part) unless VMIA or the owners of that Content has specifically advised that a User may do so, in a separate agreement.
- 7.3 VMIA may change any of the Content at any time without notice but is under no obligation to update any of the Content.
- 7.4 The Client must assess the accuracy, reliability, suitability and accuracy of the Content on or accessible through the Client Portal.
- 7.5 The Client accepts all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Client Portal or the Content.

**8. Termination**

- 8.1 If the Client or a User breaches any provision of these Client Portal Terms of Use, VMIA may immediately issue a warning, temporarily suspend or permanently prevent the Client's access or the access of any User to the Client Portal.

- 8.2 VMIA may, at any time, terminate access to the Client Portal without prior notice, if VMIA determines, in its sole discretion, that the Client or its Users does not intend to, or is unable to comply with these Client Portal Terms of Use.

## 9. Disclaimer

- 9.1 Except as provided by law, the Client Portal is provided “as is” and without any guarantee, warranty or condition, express or implied.
- 9.2 VMIA does not represent, warrant or guarantee that:
- 9.2.1 access to or use of the Client Portal by the Client or any User will be secure, continuous, uninterrupted, error-free or timely;
  - 9.2.2 errors or defects in the operation of the Client Portal will be able to be corrected; or
  - 9.2.3 the Client Portal will be free from computer errors or viruses, trojan horses, worms, time bombs, cancelbots or other malicious programs or code.
- 9.3 The Client acknowledges that access and use of the Client Portal (including the software operating in connection with the Client Portal) may be interfered with by factors outside of VMIA’s control.
- 9.4 VMIA does not make any representation or warranty regarding the accuracy or completeness of the information on or accessible through the use of the Client Portal.

## 10. Limitation of liability

- 10.1 The Client agrees that in no event shall VMIA be liable for any direct, indirect, incidental, special or consequential loss (including among other things loss of data, revenue or profits), punitive, or exemplary damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of, or in connection, with:
- 10.1.1 use of the Client Portal;
  - 10.1.2 any delay in or inability to use the Client Portal for whatever reason and however arising, including (without limitation) negligence;
  - 10.1.3 any information contained on the Client Portal; and
  - 10.1.4 use of a User’s Password by the relevant User or any third party to whom the Password has been made available.

## 11. General

- 11.1 **Amendment of Client Portal Terms of Use.** VMIA is entitled, at its sole discretion, to amend, add or remove any part of these Client Portal Terms of Use at any time without notice. To avoid doubt, the continued use of the Client Portal by the Administrator or a User constitutes an agreement by the Client and its Users to abide by and be bound by these Client Portal Terms of Use, as amended.
- 11.2 **Governing law.** These Client Portal Terms of Use shall be governed by and construed in accordance with the laws of the State of Victoria.