

# Terms of Use

## Introduction

- 1) AVL Scheduler is an online digital service run by Court Services Victoria (**CSV**) ('we', 'us', 'our'), in support of the Supreme Court of Victoria (**SCV**), Court of Appeal Victoria (**CoA**), County Court of Victoria (**CCV**), Magistrates' Court of Victoria (**MCV**), the Children's Court of Victoria (**ChCV**), Victorian Civil and Administrative Tribunal (**VCAT**) and the Victims of Crime Assistance Tribunal (**VOCAT**) (collectively, the **Courts and Tribunals**).
- 2) Our services ('AVL Scheduler', 'AVL Portal') enable users ('you', 'your') to electronically schedule attendance via audio visual link for or related to court matters with the Courts and Tribunals. The AVL Portal is accessed via the MCV website.

## Acceptance of Agreement

- 3) By using the AVL Scheduler, you indicate that you have read, understood and accepted these Terms of Use and Our Privacy Policy (collectively, the **Agreement**), and you agree that you are bound by all the terms and conditions contained in this Agreement.
- 4) The most current version of the Agreement is available at <https://www.mcv.vic.gov.au/lawyers/audio-visual-links/avl-scheduler>, and will govern our relationship with you.
- 5) If you do not accept the terms and conditions of the Agreement, you must immediately stop using the AVL Scheduler.

## Changes to the Agreement

- 6) Using reasonable discretion, we may revise all or any part of the Agreement from time to time.
- 7) In addition to these revisions, we may also vary the functionality or operation of the AVL Scheduler.
- 8) Revisions will not be retroactive and may be made to better reflect:
  - a. legislative changes.
  - b. new regulatory requirements; and/or
  - c. improvements or enhancements made to our services.
- 9) By continuing to access or use our service after these revisions are published on our website <https://www.mcv.vic.gov.au/lawyers/audio-visual-links/avl-scheduler>, you are taken to have read, understood and agreed to be bound by the revised terms of all or part of the Agreement from the date on which you first access or use our service after publication of those revisions.
- 10) The onus is on you to understand the terms of this Agreement.
- 11) If you do not accept the revised terms of the Agreement, you must immediately stop using the AVL Scheduler.

## Disclaimer

- 12) Except as provided by law, the services are provided "as is" and without any warranties, express or implied, including without limitation, as to their fitness for a particular purpose.
- 13) The AVL Portal is a secure online system that enables registered users to schedule attendance via audio visual link at the Courts and Tribunals for or related to their cases.
- 14) You acknowledge that the internet is subject to inherent security risks, and we do not take responsibility for abnormal operation, data loss, privacy breaches or other loss or damage resulting from cyber-attack, hacker attack, viruses, malware, trojan horses, worms, time bombs or other internet security risks.

- 15) The use of our services is at your own risk. We do not warrant, guarantee, or make any representation that:
  - a. access to or use of the AVL Scheduler by you or any user will be secure, continuous or timely.
  - b. the AVL Scheduler or the servers that make the site available on the internet are free from software viruses.
  - c. the functionality contained in the AVL Portal will operate uninterrupted or error-free; or
  - d. errors and defects in the AVL Portal will be able to be corrected.
- 16) To the maximum extent permitted by law, we will not be liable to you for any special, consequential, incidental, direct or indirect damages, whether based on breach of contract, tort (including negligence), strict liability, product liability or otherwise, in connection with your use of our services. Such damages include, but are not limited to, damages for loss or denial of opportunity, loss of business revenue or profits, business interruption, loss of data, loss of use, corruption of systems or loss of documentation.
- 17) To the maximum extent permitted by law, you are responsible for all actions, liabilities, claims (including third party claims), loss, damages, proceedings, expenses (including, but not limited to, legal costs) suffered or incurred by us, or by any of the justices, judges, magistrates, officers, judicial registrars or registrars, of the Courts and Tribunals, or by our employees, consultants, licensors, suppliers or agents, arising from, or which are directly or indirectly related to:
  - a. your use of the services made available by us to you;
  - b. any breach or non-observance by you of the terms of the Agreement;
  - c. a disclosure of confidential information; or
  - d. a breach of the privacy obligations in the Agreement or any applicable privacy laws.
- 18) Our services may be accessed throughout Australia and overseas. We make no representation that the content of our services complies with the laws (including intellectual property laws) of any country outside Australia. If you access our services from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws of the jurisdiction in which you are located.

## **Compliance with Laws**

- 19) You agree to use our services in compliance with all applicable laws, regulations and court rules of the State of Victoria, and you are solely responsible for ensuring that your use conforms to such laws, regulations and rules.
- 20) You acknowledge and agree that you are responsible for complying with any applicable confidentiality or non-disclosure obligations and relevant laws relating to the collection, use and disclosure of information.

## **Intellectual Property Rights**

- 21) The AVL Portal and all of its related data, contents, features and functionality are owned by us, our licensors or other providers of such material and is consequently protected by the relevant Victorian copyright laws. This protection extends to include all information, software, text, displays, images, video, audio and design.
- 22) You agree to use our services in compliance with all applicable laws of the State of Victoria, and you are responsible for ensuring that your use conforms to such laws.
- 23) The Agreement grants you a non-transferable, revocable licence to access our services in the ordinary course of your dealings with the Courts and Tribunals.

- 24) You shall not, under any circumstances, use our services in a manner that infringes upon the rights of another AVL Portal user, or any other individual, third party, including, without limitation, rights of publicity, intellectual property rights, data protection and other privacy rights.
- 25) Any submission or upload to our services of any information, document or other material constitutes an agreement by you to warrant to us that you have the right to use and submit such information.
- 26) You indemnify us against any loss or damage that arises from a claim concerning the use of any AVL Scheduler related information, document or material which infringes any third-party intellectual property or other rights.
- 27) The use of software, including bots, scraper tools and the like with a view to monitor, make unsolicited copies or inappropriately access the AVL Portal or its contents is strictly prohibited unless you obtain our prior written consent, which may be withheld or granted subject to conditions, in our absolute discretion.

### **AVL Scheduler Copyright**

- 28) You acknowledge and agree that, other than as specifically permitted by this Agreement, you obtain no rights with respect to:
  - a. any images, photographs of branding on our website, including
    - i. the Victorian Coat of Arms;
    - ii. Victorian Government logo;
    - iii. SCV logo;
    - iv. CoA logo;
    - v. MCV logo;
    - vi. VCAT logo;
    - vii. VOCAT logo;
    - viii. Court Services Victoria logo; or
  - b. content supplied by third parties, whose permission may be required if you wish to use that material.

### **AVL Scheduler Portal User Registration**

- 29) Individuals, law firms and other organisations may use the AVL Portal in accordance with the terms of the Agreement.
- 30) The user account categories are:
  - a. legal practitioners and organisations registered with the Victorian Legal Services Board and Commissioner (**LSBC**);
  - b. Health and medical practitioners registered with the Australian Health Practitioner Regulation Agency (**AHPRA**);
  - c. Service Providers; and
  - d. Court Stakeholders
- 31) User account categories referred to in clause 30)a. consent to the LSBC sharing their registration information with us, including their practitioner numbers, for the purposes of verifying their identity as registered practitioners.
- 32) You consent to us using the email address used to manage your user registration to send notifications via AVL Scheduler to you.
- 33) AVL Portal users are expected to have existing practices around appropriate levels of security assurance for their own AVL Portal user enrolment and management.

- 34) AVL Portal users are ultimately responsible for their own AVL Portal user account management.
- 35) AVL Portal users must not impersonate any person or entity for the purpose of misleading others when accessing or using the AVL Portal.
- 36) You acknowledge and agree that we may request verification of your identity at any time in connection with your access to any part of the AVL Portal.
- 37) As an AVL Portal user, it is important that you understand your responsibilities when using the AVL Portal.
- 38) You are responsible for:
  - a. ensuring all activities occurring under your AVL Portal account are lawful and for authorised purposes;
  - b. ensuring the security and confidentiality of your account credentials, including passwords, is maintained and they are not disclosed or provided to any other person;
  - c. refusing access to your AVL Portal user account by another user or individual;
  - d. ensuring you do not access another user's AVL Portal account, with or without their consent;
  - e. keeping the information you provide current, complete and accurate;
  - f. if your personal information changes, signing into your AVL Portal account and updating your details, as a matter of importance;
  - g. reading and actioning your AVL Scheduler Portal notifications in a timely manner;
  - h. logging off from your AVL Portal account; and
  - i. promptly reporting any suspicious or unauthorised conduct concerning your account.
- 39) We will not be responsible for any information inaccurately sent as a result of personal information not being updated in the AVL Scheduler Portal.
- 40) If you have reason to believe that your personal information is at risk (either by direct or indirect breach), please contact us immediately at [avl-scheduler-support@courts.vic.gov.au](mailto:avl-scheduler-support@courts.vic.gov.au).
- 41) As an AVL Portal user, if your AVL Portal account is breached and reasonable steps and precautions have not been taken by you to keep your personal information safe, you indemnify us from any consequence or legal liability.
- 42) A breach in your AVL Portal user responsibilities will result in your account access being suspended.

### **Eligibility, suspension, or termination**

- 43) To have an AVL Portal user account, you must be either a 'natural person' or a 'natural person' holding a user registration on behalf of an organisation.
- 44) Being a 'natural person' means you are an individual human being, not a corporate entity, a robot, a software program, and the like.
- 45) We may suspend or terminate your AVL Portal account, at any time, without notice, for any of the following reasons:
  - a. your breach of the Agreement.
  - b. your breach in any applicable law, policy or subordinate legislative instrument.
  - c. your use of our services in a manner that would cause us legal liability.
  - d. your use of our services in a way that infringes upon a natural person's rights or prevents them from using our services.
  - e. we determine, in our sole discretion, that you or a user from your organisation does not intend to, or is unable to, comply with the terms of the Agreement; or
  - f. account inactivity for a period of six months or more.

- 46) In the event your account is suspended or terminated, the onus is on you to make alternative arrangements to schedule attendance via audio visual link for or related to court matters with the Courts and Tribunals.
- 47) If your access to the AVL Portal is suspended or terminated, all restrictions on you and all disclaimers, exclusions and limitations of liability set out in the Agreement will survive such suspension or termination.
- 48) If you consider that your access to the AVL Portal has been suspended or terminated incorrectly, please contact us by sending us an email at [avl-scheduler-support@courts.vic.gov.au](mailto:avl-scheduler-support@courts.vic.gov.au).
- 49) If you want to terminate your legal agreement with us, you may do so by providing us with written notice, which may be given by email to [avl-scheduler-support@courts.vic.gov.au](mailto:avl-scheduler-support@courts.vic.gov.au). We will endeavour to action the termination of your access to the AVL Portal within two business days.

### **Applicable law**

- 50) By accessing our services, you accept that any disputes are to be determined by the courts having jurisdiction in the State of Victoria pursuant to the laws of the State of Victoria (except any principle of conflict of laws inconsistent with this requirement).