



Conditions of Use

Definitions

In these Conditions of Use:

Application means a specific application on this website for which authorisation is required for the use of that application;

Application Specific Conditions of Use means the terms and conditions applying to the use of an Application;

Conditions of Use means these terms and conditions for use of this **EM/H** ;

Court, we, our or **us** means any Court or Tribunal in Western Australia, its officers, employees, agents and contractors;

Material means any audio, data, document, graphics, information and video on this website or any Application;

Website means, unless otherwise stated, the website operating under the registered domains name of dotag.wa.gov.au and includes all Applications available on this website;

You or **your** means the person who agrees to these Conditions of Use and any Application Specific Conditions of Use, either personally or on behalf of a legal entity and includes, if acceptance is on behalf a legal entity, the legal entity's officers, partners, employees, agents and contractors; and

User means any person or other legal entity using this website and any Application.

2. Failure to Agree

If you do not agree to these Conditions of Use you may not use, and must leave, this website.

Copyright

Copyright in this **EM/H** and any Application and their respective Material is vested in the State of Western Australia. Apart from any fair dealing for the purposes of private study, research, customer feedback or as otherwise permitted under the Copyright Act 1968 (Cwth), no part of this **EM/H** , an Application or any Material in either of them may be reproduced or re-used for any commercial purpose without the prior written permission of the Court. Requests for authorisation should be directed to the Executive Manager at the Court.

Browser Versions Supported

This **EM/H** supports Chrome and Internet Explorer 10 and higher.

Cookies

Certain functions on this **EM/H** require your browser to be set to allow the creation of "cookies" on your computer. Cookies are required for security reasons and to allow our systems to uniquely identify you and your computer. The Court does not use cookies to collect personal information. Personal information is only collected from this **EM/H** in accordance with our Privacy Policy

Statistical Information

Statistical information is collected by the Court in relation to the use of this **EM/H** , which allows us to improve the **EM/H** by understanding how our customers use the **EM/H** . The information collected is described in our Privacy Policy.

Freedom of Information

Refer to the FOI details on the Department of the Attorney General's website.

8. Links to and from the Court's Web Site

Permission to place a hypertext link to any page, image, or other item on this website should be sought by contacting the Court.

9. Links to and from Other Web Sites

This website may have links to and from external Internet sites. These external information sources are provided purely for convenience and are outside the Court's control.

The Court does not:

- endorse or provide any approval of anything obtained from other web sites;
- warrant or assume any responsibility for the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of anything on those web sites, and you must make your own assessment regarding anything obtained from another website.

10. Contacting the Court

For enquiries regarding information in this website please contact the relevant business area in the 'Contact Us' section. For Application specific enquiries, please use the contact details provided when you are logged on to that Application. Email enquiries and customer feedback will be answered as soon as we reasonably can.

11. Compliance With Laws

You must comply with all State and Commonwealth laws when using this website and any Application.

12. Governing Law and Jurisdiction

These Conditions of Use and any Application Specific Conditions of Use are governed by and will be construed in accordance with the laws of the State of Western Australia and are subject to the exclusive jurisdiction of the Courts of Western Australia.



13. Accuracy of Information

Material is provided on this website on the basis that you will assess and verify the Material and any representations or statements obtained from the website before use. Changes in circumstances, after Material is placed on this website, may impact the accuracy of that Material. To the fullest extent permitted by law the Court is not liable to you arising from your use of or reliance on any Material or advice obtained from this website.

14. Availability

The Court will endeavour to have this website and any Application available 24 hours per day, 7 days per week. You acknowledge however that the website and any Application may become temporarily unavailable due to:

- computer, web server or software malfunction or network congestion; or
- the failure of the communication network provided by your "Internet Service Provider" or ours; or ancillary equipment failures; or
- the need to carry out scheduled maintenance; or
- if, in our opinion, a serious threat is posed to any part of the system supporting this website or any Application; or other circumstances beyond our reasonable control.

Therefore you should ensure that you have other means of undertaking urgent or time-sensitive transactions and obtaining information, if for any reason this Application is unavailable.

The Court may in its sole discretion also stop providing this website or any Application completely.

The Court accepts no liability if this website or any Application is temporarily or even permanently unavailable.

15. Changing Conditions Of Use

The Court reserves the right to change these Conditions of Use from time to time at its sole discretion. You must periodically check this section of the website to see if any of the changes affect you. By your continued use of this website you are deemed to agree to any such changes. If you do not agree to any changes you must not use and must leave this website.

Last updated: 26-September-2012