

1. Agreement

- 1.1** By registering as a member of this Portal, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Portal
- 1.2** When we say:
- We, us and our, we mean Visit Victoria Limited
 - You and your, we mean you as the user of this portal
 - Portal, we mean this electronic data system that we provide, known as OV Hub
 - Person, we mean an individual, a partnership and any body whether incorporated or not
- 1.3** We may modify these terms and conditions at any time and such modifications will become effective immediately upon posting the modified terms and conditions on the Portal. Any use of the Portal by you after any such modified terms and conditions have been posted will be deemed acceptance by you of these modified terms and conditions

2. Login and password details

- 2.1** You must keep your user ID and password secure at all times. You must not disclose your user ID or password to, or share it with, others.
- 2.2** You must maintain the confidentiality of your password at all times. You are fully responsible for all activities that occur through use of your password.
- 2.3** Unauthorised use and allocation of passwords may lead to revocation of access to OV Hub for you or your organisation.
- 2.4** You must immediately notify Visit Victoria if you become aware that your password details have been compromised or are known by a third party or there has been unauthorised use of your account and login details.

3. Acting on behalf of an organisation

- 3.1** To use OV Hub to access data relating to, or to carry out a transaction for, an organisation:
- (a) You must be currently appointed and fully authorized by that organisation to access that data or carry out that transaction on their behalf, and that appointment and authorization must not have been revoked; and
 - (b) If that appointment and authorization is based on you holding a certain position within that organisation, you must currently hold that position.

4. Access to this Portal

- 4.1** The accessibility and operation of OV Hub relies on internet technologies outside of Visit Victoria's control. Visit Victoria does not guarantee continuous accessibility or uninterrupted operation of the OV Hub.
- 4.2** Visit Victoria will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties and malfunctions in equipment or software.

5. Data security

- 5.1** Visit Victoria does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through this Portal.

5.2 Internet communications may be susceptible to interference or interception by third parties. Despite its best efforts, Visit Victoria makes no warranties that this Portal is free of infection by computer viruses or other unauthorised software. Visit Victoria will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software).

5.3 You must take your own precautions to ensure that the process which you employ for accessing the Portal does not expose you to risks of viruses, malicious computer code or other forms of interference which may damage your computer system.

6. Privacy

6.1 For information about your privacy, refer to the Privacy statement. Visit Victoria collects information in accordance with our Privacy Policy.

7. Provision of this Portal

Visit Victoria can:

7.1 limit your ability to use this portal

7.2 terminate your access to this portal at any time

7.3 work out the times and periods during which portal transmissions can take place

7.4 vary the terms and conditions of use of this portal (so the terms and conditions applicable when you next use this portal may be different from these terms and conditions)

7.5 review the activities of users of this portal to ensure they are meeting the relevant terms and conditions of use.

8. Information sent via this Portal

We are not responsible for:

8.1 the accuracy, veracity and completeness of material transmitted to us

8.2 errors in the manner of the input of material transmitted to us

8.3 any information you may lose as a result of equipment or power failures or our servers terminating your session due to prolonged periods of inactivity.

9. Responsibility for Actions

9.1 You will be responsible for (and you indemnify us against) any loss or damage to any person arising from any one of the following:

(a) Any breach by you of these Terms and Conditions;

(b) Any wilful, negligent or unlawful act or omission by you in relation to, or in the course of using, this Portal.

However, your liability to us will be reduced to the extent that any wilful, negligent or unlawful act or omission by us has contributed to that loss or damage.

Your responsibility for activities undertaken by you through this portal (for example, for updates made and returns, notices, statements, applications and other documents transmitted to us) will continue despite ceasing to use this portal or having access to it.

10. Limitation of liability

10.1 Visit Victoria will not be liable for any loss, damage, cost or expense of any kind resulting from:

- (a) the use or inability to use this Portal;
- (b) unauthorised access or alterations of your transmissions to or from this portal;
- (c) activities resulting from the loss or misuse of your user ID; password or other access mechanism;
- (d) statements or conduct of any third party; or
- (e) any other matter relating to this Portal.

10.2 You acknowledge that the Portal is hosted by a third party and, without limiting the terms of clause 10.1, that neither Visit Victoria nor our affiliates are responsible for the act or omission of any third party.

11. Warranties

11.1 Except as specified in these Terms and Conditions, Visit Victoria gives no implied or express warranties in relation to the use of this Portal. All statutory warranties are, to the fullest extent permitted by law, expressly excluded.

12. Applicable laws

12.1 Use of this Portal and these Terms and Conditions are governed by the laws of the State of Victoria.

13. Lawful Use

13.1 You must not access or use this Portal for any purpose that is unlawful or prohibited by these terms and conditions.

14. Linked Sites

14.1 This Portal may contain links to other websites (linked sites). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked sites. Our links with linked sites should not be construed as endorsement, approval or recommendations by us.

15. Cookies

15.1 We may collect general information such as the pages you access, the date and time of your visit, IP address, and the domain name and country from which you access this Portal. This includes the use of "cookies". Most browsers can be configured so as to not accept cookies, however this may affect your experience on this Portal.