

ELECTRONIC DATA INTERCHANGE TRADING AGREEMENT

(COMPUCOURT)

DATED:

BETWEEN: Penny Armytage, Secretary of the Department of Justice for and on behalf of the State of Victoria (hereinafter called "the Department") of 1st Floor, 55 St Andrews Place, Melbourne, 3002 Victoria

AND:.....ACN.....
(hereinafter called "the User")

having its principal office at
(address):.....

.....

1. Definitions

In this agreement the following words have the following meanings:

"**Message**" means an identified and structured set of data transmitted electronically from one party to another.

"**Transaction Log**" means a chronological sequential log comprising, in relation to each Message, the elements as stated in Schedule A (1).

2. Content of Messages

2.1 A sender must include in each Message sent:

- (a) identification of the sender (authenticated as provided for in clause 3);
- (b) the identification of the addressee;
- (c) the type of transaction;
- (d) criteria agreed between the parties verifying commencement of the Message and the conclusion of the Message for the purpose of verifying the integrity of the data transmitted, and

2.2 Each party agrees to use EDI documents conforming to EDIFACT recognised EDI standards.

3. Authentication

Each party must inform the other of an electronic symbol, code or password that the other party may rely on to authenticate a Message as being from the sending party.

4. Obligations of the User

- 4.1 The User authorises the Department to charge fees and costs as provided for in the appropriate Rules of Court together with EDI costs of 40 cents per message. The EDI costs may be varied by the Department by giving 30 days notice to the User of such variation.
- 4.2 The User authorises the Department to collect all fees and costs provided for in this agreement in accordance with an authority to be provided under Clause 4.3. The User also authorises the Department to collect and disperse to a third party any transaction fee agreed to be paid by the User.
- 4.3 The User must:
- (a) Provide an authority for the Department to withdraw fees and costs from a bank account nominated by the User.
 - (b) Ensure that the nominated account at all times has sufficient funds available for payment of fees and costs incurred in processing the documents being transmitted to the Department.
 - (c) Retain all details of any document which commences a proceeding (complaint, summons, writ or application) and any affidavit for a period of 7 years and shall provide a paper copy of such document to a court if requested.
 - (d) Be authorised to file documents under the appropriate Rules of Court and must at all times comply with such rules dealing with filing of court documents by electronic means.
- 4.4 The User guarantees the data included in Messages to the Department will not be modified in any way after the Message has been sent and before the printing of any document, intended to be served on a party, which results from the Message.

5. Refusal of Access

The parties agree that the Department of Justice reserves the right to refuse to accept messages from a User and to terminate the agreement forthwith if any of the obligations referred to in clause 4 are not adhered to by that User.

6. Security

The User must keep all access codes and identification passwords secure and must develop and use security procedures to ensure that all equipment and transmissions of Messages are secure from unauthorised access and that all records and data are protected from loss, alteration or destruction.

7. Liability

- 7.1 The parties agree that the Department will not be liable for any loss or damage suffered if a document is rejected or not filed for any reason and the User agrees to release the Department from and indemnify it against any claim for injury loss or damage that may be so sustained.
- 7.2 The User acknowledges that it has the sole responsibility for accuracy where data is transcribed from an existing paper document to a Message for transmission to the Department. The User is liable for any costs and/or fees loss or damage which may be incurred due to inaccurate input of data in Messages or inaccurate transmission of messages and agrees to release and indemnify the Department its servants and agents from and against all such costs fees loss or damage by whomsoever sustained in this event.

- 7.3 The User acknowledges that it has the sole responsibility to ensure the accuracy of all Messages sent and that data is accurately converted to produce any documents for service upon any party or for filing in accordance with the relevant Rules of Court.
- 7.4 The parties agree that the User is liable for any costs and/or fees loss or damage which may be incurred or which may flow from any unauthorised access or transmissions which occur as a result of the User failing to secure the system as agreed in Clause 6 and the User agrees to release and indemnify the Department its servants and agents from and against all such costs fees loss or damage by whomsoever sustained.

8. Product Support

- 8.1 The parties acknowledge and agree that the "Compucourt" product is supplied by Compucourt directly to the User and the Department is not responsible or liable for any faults in the product nor for any loss or damage suffered by any person as a result of the use of the product.

9. Storage of Data

Each party to a Message must maintain each entry in the Transaction Log in a form from which it can be retrieved in visible form on demand for a period of (7) years and upon reasonable request must make available for inspection a copy of the Transaction Log entry to the other party.

10. Termination/Amendment

- 10.1 This Agreement may be terminated by mutual consent, and a party may also terminate this Agreement by giving at least 30 days notice in writing to the other party specifying the effective date of termination. The parties may amend this Agreement by each executing a written addendum setting out the amendment and specifying the date from which the amendment is to take effect.
- 10.2 Termination of this Agreement does not, of itself, effect a termination of any other agreement between the parties.

11. Evidence

The parties shall not dispute that a Message passing between them is "in writing" or a "document" merely on the grounds that the Message was transmitted electronically.

If a Message is authenticated in accordance with this Agreement, neither party shall dispute that such Message has been sent by and with the authority of the party who has authenticated the Message.

Executed as an agreement

SIGNED by:

SIGNED by:

.....

.....

as authorised representative for:

as authorised representative for

.....

.....

in the presence of:

in the presence of:

.....

.....

Signature of witness

Signature of witness

.....

.....

Name of witness (block letters)

Name of witness (block letters)

SCHEDULE A

1. Transaction Log Contents

Elements to be included are:

- i) the time of despatch/receipt by the party keeping the log;
- ii) the identity of the other party;
- iii) whether the Message was sent or received;
- iv) the transaction type identified.

SCHEDULE B

DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

OUR COMMITMENT TO YOU

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between the Department of Justice (User ID xxxxxx) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

INITIAL TERMS OF THE ARRANGEMENT

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to debit your nominated account on the next business day following the issue of EDI documents.

DRAWING ARRANGEMENTS

- The first drawing under this Direct Debit arrangement will occur on the next business day following the issue of EDI documents.
- We will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made. This notice will state any other changes to the initial terms.
- If you wish to discuss any changes to the initial terms, you can contact the Courts EDI Service on 9628 7903 or 9628 7846, or by mail at Melbourne Magistrates' Court, 2/233 William Street Melbourne 3000.

YOUR RIGHTS

CHANGES TO THE ARRANGEMENT

If you want to make changes to the drawing arrangements, contact us in writing to Courts EDI service, Melbourne Magistrates' Court, Level 2, 233 William St, Melbourne 3000.

ENQUIRIES

Direct all enquiries to us, rather than to your financial institution.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

DISPUTES

- Disputes regarding any debit should be directed to the Courts EDI service in the first instance. In the event of a disputed drawing the Department Of Justice will refund the drawing amount if the reason for the drawing cannot be substantiated.
- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim:
 - within 7 business days (for claims lodged within 12 months of the disputed drawing) or
 - within 30 business days (for claims lodged more than 12 months after the disputed drawing)

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- that on the drawing date there is sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, the Department of Justice will send advice requesting payment / re-draw after a nominated period, of 3 days. Termination of service may occur. Any transaction fees payable by us in respect of the above will be recovered in your future invoice.