

Specific Conditions of Use

WorkCover WA Online is provided to enhance customer service and to contribute to the efficiency and effectiveness of interactions between WorkCover WA and its stakeholders. Use of WorkCover WA Online is governed by the following terms and conditions.

1. Additional Terms and Conditions

The Specific Conditions of Use apply to your access and use of WorkCover WA Online and the information contained on or provided by it. These conditions are in addition to the WorkCover WA Website [Terms and Conditions](#).

Please read and ensure that you clearly understand these conditions. Your use of WorkCover WA Online indicates acceptance of the Specific Conditions of Use.

2. Accessing WorkCover WA Online

WorkCover WA makes every effort to provide secure, uninterrupted access to WorkCover WA Online. However, access may be subject to factors or circumstances beyond WorkCover WA's reasonable control. You acknowledge access to WorkCover WA Online may not be continuous or secure at all times.

3. Refusal, restriction, suspension, or termination of access

WorkCover WA reserves the right, at its sole discretion, to restrict, suspend, terminate, or refuse any request made to access WorkCover WA Online at any time for any reason, without having to give any explanation or justification. This discretion is likely to be exercised in the following circumstances:

- security reasons;
- inappropriate or unreasonable use; or
- in WorkCover WA's opinion you have breached these Specific Conditions of Use.

4. Identity of User

Having successfully registered, your email address and chosen password authenticates you to WorkCover WA as the person who you claim to be. Shared or central user accounts are not permitted. You must not enable another person to access WorkCover WA Online or carry out any transactions on your behalf.

You are responsible for the security of your email address and password and must not disclose the password to any other person. If you suspect or believe that another person knows your password, you must report the matter to WorkCover WA. It is recommended passwords are changed on a regular basis.

5. Validity of Information

Any information you submit will be, to the best of your knowledge, true and correct. WorkCover WA can rely on that information in good faith until we receive further notification from you. It is an offence under both the Criminal Code Act 1913 and relevant provisions of the Workers' Compensation and Injury Management Act 1981 to make a false or misleading statement or omission.

You are responsible for ensuring that your contact details are kept up to date. WorkCover WA is not responsible for any failure in relation to communications to you, where you do not provide correct account details or email address.

6. WorkCover WA Online Transactions

As an authorised user of WorkCover WA Online:

- you are bound by any electronic communication which includes your account details; and
- WorkCover WA can assume that any transaction received by this system, activated by the authorised user's account details, originated from that authorised user and is a valid transaction which cannot be reversed.

If you believe any transaction is wrong or unauthorised, you must immediately notify us. We will investigate any complaint about disputed information.

7. General Use

You must at all times act honestly and in good faith in your dealings with WorkCover WA.

To the extent permitted by law, WorkCover WA is not liable to you for any claim, loss, liability, or expense incurred by you in your access and use of WorkCover WA Online.

8. Governing Law and Jurisdiction

These Specific Conditions of Use and the transaction(s) carried out under them are governed by and construed in accordance with the laws of the State of Western Australia and the parties submit to the jurisdiction of the courts of the State of Western Australia

All interactions are deemed to take place in the State of Western Australia and the time stamp of such interactions is the time of sending from or receipt by WorkCover WA's web server(s) which are set to local time in Perth, Western Australia.

9. Data Capture and Security

Information submitted via WorkCover WA Online will be captured and retained by WorkCover WA. In the event of any dispute, you agree to accept WorkCover WA's transactional records as conclusive evidence of instructional interactions made by you with WorkCover WA.

Notwithstanding our efforts to ensure that WorkCover WA Online is secure, you acknowledge that all electronic transactions are potentially susceptible to interception by others.

WorkCover WA will take all reasonable precautions to protect the data you transmit from misuse and loss from unauthorised access, modification or disclosure, during transmission to WorkCover WA or while stored on servers. All data, correspondence, and responses that you provide will be handled confidentially, both online and offline.

Should you become aware of a breach of security we ask that you immediately notify WorkCover WA and suspend the use of all electronic communications until we are satisfied that appropriate steps have been taken to ensure the security of electronic communications with you.

Your use of WorkCover WA Online will be logged for the purpose of security and usage monitoring. For further information refer to the WorkCover WA website's Privacy Statement.

10. Use at Own Risk

You agree that your use of WorkCover WA Online is entirely at your own risk.

WorkCover WA does not assume responsibility or risk for any damage to your computer, systems or software caused by your use of WorkCover WA Online.

WorkCover WA cannot guarantee that WorkCover WA Online and any material contained within, downloaded from, or accessed by it is free from computer viruses or any other threat which may affect your software or systems. To protect your software and systems it is recommended you install and implement your own system protection software.

11. Terms and Conditions Acceptance and Amendments

WorkCover WA may change these Specific Conditions of Use from time to time or may vary the services provided to you with or without notice to you. In accepting these Specific Conditions of Use you agree that every time you access and/or use WorkCover WA Online you accept any changes to the Specific Conditions of Use.

If you do not agree to any changes you must stop using WorkCover WA Online.