



# yourQH



## Terms of use

### 1. Accepting these *Terms of use*

- 1.1 The Queensland Health Patient Online Portal (**yourQH**) is owned by the State of Queensland acting through Queensland Health and is operated by both Queensland Health and the Hospital and Health Services.
- 1.2 In order to use the portal, you must first agree to these *Terms of use*. Acceptance of these *Terms of use* will constitute a legally binding agreement between you and Queensland Health. If you do not accept these *Terms of use*, you will not be permitted to access the portal.
- 1.3 You can accept these *Terms of use* by selecting 'Accept' when completing your registration or clicking when prompted.
- 1.4 Queensland Health may make changes to the *Terms of use* from time to time. When these changes are made, you will need to accept the new *Terms of use* if you want to keep using the portal. Queensland Health will make a new copy of the *Terms of use* available to you.

### 2. Communication via SMS and/or email

- 2.1 By creating a portal account, you are agreeing to being contacted by staff from Queensland Health, including staff from its associated Hospital and Health Services, via your nominated mobile phone number and/or email account. The reasons for which you may be contacted are set out in these *Terms of use*.

### 3. Your obligations

- 3.1 You must only use the portal for purposes that are permitted by these *Terms of use*.
- 3.2 You are required to provide information about yourself and any relevant patient (such as identification and contact details) as part of the registration process for the portal.
- 3.3 You must ensure that the information you provide is correct and up to date. If your/the patient's information changes, it is your responsibility to update the relevant information.
- 3.4 You must ensure that your portal account is kept secure from unauthorised access.
- 3.5 You must not access another person's portal account, unless authorised to do so.
- 3.6 You must ensure that all portal notifications are able to be received, accessed and read in a timely manner.
- 3.7 In accessing and using the portal and its content you must not:
  - (a) violate any applicable laws or access or use the portal for any unlawful purpose;
  - (b) distribute viruses, spyware, corrupted files or any other similar software or programs that may damage the operation of any computer hardware or software;
  - (c) collect or store personal data about other users of the portal;
  - (d) engage in threatening or abusive behaviour, for example, through use of any available chat functionality; or
  - (e) engage in any other conduct that inhibits any other person from accessing the portal.

### 4. What Queensland Health is not responsible for

- 4.1 Queensland Health is not responsible for:
  - (a) making sure the portal is error free;
  - (b) ensuring any defects with the portal will be fixed;
  - (c) ensuring that you have continuous access to the portal;
  - (d) any loss as a result of your use, or your inability to use, the portal;
  - (e) any loss as a result of you not accessing a portal SMS or email message; or
  - (f) the security of your personal information while it is being collected by, stored or passing through the Document Verification Service (as outlined under clause 5.5).
- 4.2 In this clause, 'loss' means any loss, damage, cost or expense (to any person or property), including loss of profits or revenue, loss or denial of opportunity, loss of use, loss of data, and any indirect, remote, abnormal or unforeseeable loss.

## 5. Privacy

### 5.1 **Privacy notice**

(a) Queensland Health is required to comply with the National Privacy Principles (NPPs) contained within the *Information Privacy Act 2009 (IP Act)* which includes provisions regarding contracted service providers and the transfer of personal information out of Australia. These are essentially rules about how Queensland Health must handle all personal information including collection, storage and maintenance, access and amendment, openness and use and disclosure of personal information.

The principles are supported by a range of Queensland Government and Queensland Health policies.

(b) By using the portal, you agree that Queensland Health may collect, use and disclose personal information as set out in these *Terms of use*.

### 5.2 **Collection of personal information**

The information, including personal information, that will be collected and stored in the portal will include:

- (a) Unit Record Number/s;
- (b) name, sex, date of birth, relationship to patient (if not you), language, Indigenous status, interpreter status, marital status, National Disability Insurance Scheme (NDIS) information, Medicare and concessions, private health insurance;
- (c) contact details, including address, email address and telephone numbers;
- (d) referring practitioner's information, including their name, address and telephone numbers;
- (e) nominated general practitioner's information, including their name, address and telephone numbers;
- (f) date of referral, and date referral was received;
- (g) clinical urgency assigned to the referral;
- (h) clinic/service area the referral is allocated to, including consultant name if known/applicable;
- (i) allocated service provider;
- (j) reason for referral (provisional diagnosis);
- (k) date(s) of any appointments booked against the referral;
- (l) indication of whether the booked appointment(s) are to be provided in a group session;
- (m) patient clinical information (including but not limited to referral and appointment information); and
- (n) surveys.

### 5.3 **Why personal information is being collected**

Subject to clause 5.4, Queensland Health will collect, use and disclose information, including personal information, contained on the portal. This includes collecting, using and disclosing collected personal information for the following purposes:

- (a) contacting you/the patient via SMS and/or email for selected hospital communications;
- (b) administering, maintaining, updating, improving and providing support in relation to your use of the portal, including to external contractors engaged by Queensland Health to provide the same;
- (c) contacting you to seek approval for your/the patient's medical record being used in a specific research project;
- (d) contacting you/the patient to participate in service feedback and evaluation;
- (e) providing relevant information regarding your/the patient's treatment/admission to other health professionals involved in your/the patient's care (for example, a General Practitioner, referring doctor, community service providers);
- (f) contacting your/the patient's General Practitioner for the purposes of obtaining an updated/new referral;
- (g) contacting your/the patient's General Practitioner for the purposes of obtaining an ongoing/updated named referral;
- (h) where you have consented to the collection, use or disclosure; and
- (i) where the department is required or authorised by law to collect, use or disclose your information for that purpose (including for the purpose of conducting investigations into suspected unlawful activity).

### 5.4 **Consent to use and/or disclosure of information**

- (a) When you accept these *Terms of use*, you are consenting to allow Queensland Health to collect, use and disclose the information, including personal information, collected through the portal for the abovementioned purposes.
- (b) If you are registering to use the portal on behalf of a patient or patients, you warrant that:
  - (i) each patient whose personal information is submitted to the portal has consented to the collection, use and disclosure of their personal information by Queensland Health for the abovementioned purposes; and
  - (ii) where a patient is unable to provide consent on their own behalf (for example, where the patient is an infant or young child, or otherwise lacks capacity to provide consent), you are legally authorised to provide consent on behalf of the patient.
- (c) You agree that obtaining voluntary, informed, current, specific consent from other patients to the collection, use and disclosure of their personal information by Queensland Health for the abovementioned purposes is your sole responsibility.
- (d) The portal includes a 'consent' section, which sets out the different types of purposes for which Queensland Health may use and/or disclose information. Once you have completed your registration process, we recommend that you review the consent section in the portal. In this section, you will be able to review and manage the different types of uses and/or disclosures of your/the patient's information to which you consent, or have obtained consent from the patient, by ticking the relevant boxes from within the consent section.
- (e) Where your/the patient's consent status changes (for example, where consent is withdrawn, or where the patient is capable of providing his or her own consent), it is your sole responsibility to update the consent section.



## 5.5 Consent to the disclosure of information to verify identities

- (a) As part of the registration process and when required for persons who have not previously been registered and identified, you will be required to provide proof of your identity and personal attributes including name and date of birth. To assist with this process, the portal uses the Document Verification Service which is an online service managed by the Commonwealth Department of Home Affairs.
- (b) The Document Verification Service acts as a secure conduit through which identifying documentation is submitted via the application and verified with the issuing entity to confirm that your identifying documentation is valid, and has not been cancelled, superseded, reported lost or stolen. For example, passport information/documentation is verified by the Australian Passports Office. Other examples of documents that may be verified by the document's issuing entity through the Document Verification Service include:
- (i) Australian State and Territory issued Birth Certificates, Marriage Certificates and Change of Name Certificates, through the relevant State or Territory's Birth, Death and Marriage department;
  - (ii) Australian issued Citizenship Certificates including Australian Citizenship certificate, Evidence of Australian citizenship, Declaratory certificate of citizenship, Citizenship by Descent extract (issued from 1 July 2007 to present), Citizenship by Adoption extract (issued from 1 July 2007 to present), Extract from Register of Citizenship by Descent (issued from 23 November 1984 to 30 June 2007), Extract from Register of Births (issued from 26 January 1949 to 22 November 1984), verified through the Department of Home Affairs;
  - (iii) Immigration Cards including Evidence of Immigration Status (EIS) ImmiCard, Australian Migration Status (AMS) ImmiCard, Permanent Resident Evidence (PRE), Residence Determination ImmiCard (RDI), through Department of Home Affairs;
  - (iv) All Australian State/Territory issued Drivers Licence, including Learner, Provisional and Full licences, through the National Exchange of Vehicle and Driver Information System;
  - (v) Medicare Cards including Green Medicare Card (Australian Resident Card), Blue Medicare Card (Interim Card), Yellow Medicare Card (Reciprocal Health Care Agreement), verified through Medicare;
  - (vi) Department of Human Services Concession Cards including Pensioner Concession card, Health Care card, Commonwealth Seniors Health card;
  - (vii) Australian Travel Documents, including Australian Passport (including Ordinary, Frequent traveller, Diplomatic, Official and Emergency), Certificate of Identity, Document of Identity, UN Convention Travel Document (Titre de Voyage), through Department of Foreign Affairs and Trade; and
  - (viii) Australian Visas, including electronic visas issued to New Zealand residents on entry to Australia, through Department of Foreign Affairs and Trade.
- (c) The Document Verification Service does not retrieve or store any personal information.
- (d) By accepting these *Terms of use* you warrant and agree that you consent to the collection and disclosure by Queensland Health of your identifying documentation/information to the document's issuing entity, through the Document Verification Service, for checking by that entity and communication of verification information to Queensland Health.

## 5.6 Liability for obtaining consents

By accepting these *Terms of use* you agree that Queensland Health is reliant on you obtaining the consents from patients specified in clause 5.4 and that you are liable to Queensland Health for failure by you to obtain those consents, including in relation to any loss or damage to those patients or Queensland Health arising from a complaint made by you or those patients to any individual or entity, including Queensland Health.

## 5.7 Access and correction

- (a) Most information submitted by you to the portal can be accessed and managed by you/the patient. You can also request access or correction to your personal information by contacting Queensland Health.
- (b) You warrant and agree that any information you submit to the portal will be accurate, correct and up to date.

## 5.8 Storage

All personal information contained on the portal will be securely stored in accordance with Queensland Government security protocols and where Queensland Health accesses the information it is only accessible by appropriately authorised officers of Queensland Health.

## 5.9 Further information regarding your privacy

For more information about how Queensland Health protects your personal information, or to learn about your right to access your own personal information, please visit the Queensland Health website to find the relevant privacy or Right to Information contact at <https://www.health.qld.gov.au/system-governance/contact-us/access-info/privacy-contacts>

## 6. When your access to the portal may be suspended or cancelled

- 6.1 If you do not comply with these *Terms of use*, Queensland Health may lock, suspend or cancel your access to the portal.
- 6.2 Queensland Health may close accounts that have not been used after a period of time Queensland Health considers reasonable.
- 6.3 If your account has been cancelled and you wish to resume using the portal, you will need to contact your relevant Hospital and Health Service to have your account reactivated.

## 7. Intellectual property

The State of Queensland (through Queensland Health) is the owner of the portal. All intellectual property in the information and material published on the portal is owned by, or licensed to, the State and you obtain no interest in the intellectual property in that information and material. All content in the portal, including but not limited to all software, design, brand names, text, photographs, information, sound recordings, images and other material is protected by copyright, trademark and intellectual property laws in Australia. You must not do anything which interferes with or breaches those laws or the intellectual property rights in the portal or any of its components.



## 8. Disclaimers and limitations of liability

### 8.1 Access at your own risk

You access the portal at your own risk and Queensland Health accepts no responsibility for any interference, loss, damage or disruption to your own computers, connected systems or mobile devices or otherwise which arises in connection with your use of the portal. You must take your own precautions to ensure that the process which you employ to obtain access to the portal does not expose you, Queensland Health or others to the risk of viruses, malicious computer code or other forms of interference which may damage your computer or mobile device or otherwise cause you or any person loss, damage or corruption.

### 8.2 Exclusion of liability

To the maximum extent permitted by law, Queensland Health excludes all liability for any loss or damage whatsoever which is suffered, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) as a result of:

- (a) the use of, reliance on, or action taken as a result of, any information or material in the portal for any decision, including medical/clinical decisions, or otherwise;
- (b) accessing, displaying and using the portal and/or participating in any activities contained therein;
- (c) any interruption, suspension or termination of the Portal in whole or in part for whatever reason including failure of or suspension of public or private telecommunications network;
- (d) the unavailability, unsuitability and non-connectivity of third-party sites; and
- (e) any loss, damage, corruption or degradation of any data or other material as a result of the use of the portal and/or viruses or other technologically harmful material that may infect your computers, connected systems, or mobile devices due to your use of the portal.

### 8.3 Release from claims, etc

(a) You hereby waive, release, forgive, discharge and relinquish any and all claims that you may have against Queensland Health, its related bodies corporate, directors, officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, your access to or use of the portal including but not limited to downloading any information and materials in or from the portal.

(b) You release and indemnify Queensland Health, its related bodies corporate, directors, officers, employees, contractors, agents and representatives ("those indemnified") from and against:

- (i) any loss or damage or liability for any loss or damage incurred by you; and
- (ii) any loss, liability, claim, demand, damage or expense (including legal fees) made by any third-party against those indemnified, howsoever caused (including through negligence) directly or indirectly arising out of or in connection with:
  - (A) your use of the portal or any linked website, including by making or carrying out any commitments;
  - (B) your use of or reliance on information contained in or accessed through the portal; or
  - (C) breach by you of the *Terms of use*.

### 8.4 Your contribution to loss

You agree that any legal liability on the part of Queensland Health will be reduced by the extent, if any, to which you contributed to the loss.

### 8.5 Non-excludable liability (if any)

These *Terms of use* do not attempt or purport to exclude liability arising under statute if, and to the extent, that such liability cannot be lawfully excluded.

## 9. Entire agreement

This agreement, together with any documents referred to in it, constitutes the entire agreement between you and us relating to the portal.

## 10. Severability

If any part of these *Terms of use* is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the *Terms of use* (as applicable) and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

## 11. Governing law

These *Terms of use* are governed by and construed in accordance with the laws in force in the State of Queensland, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.

