

Better connecting Queensland's Health Practitioners and public hospitals

Terms of Access and Use

Health Provider Portal

Please carefully read these terms and conditions (Terms of Use) for access to and use of the Health Provider Portal application (Application) which provides access to the prescribed information system 'The Viewer'.

1. Terms of Use

- a) By displaying, using or subscribing to the Application, you indicate that you accept these Terms of Use and that you agree to abide by them as a legally binding agreement between you and us (Agreement). Your access to, and use of, the Application constitutes your acceptance of these Terms of Use, which takes effect each time you use the Application, including the date, if any, that you subscribe for email notifications. If you do not agree with these Terms of Use, you must cease using the Application immediately and cancel your subscription if you have one.
- b) The Application is owned and operated by the State of Queensland acting through Queensland Health. The State reserves the right to amend, modify, add, delete and make corrections to the Terms of Use, including by updating the Application to incorporate new Terms of Use, at any time without notice. All changes are effective from the time and date they are posted and your continued access to, and use of, the Application will constitute your acceptance of the variation of the Terms of Use. It is your responsibility to ensure you are aware of any changes to these Terms of Use each time you access or use the Application.
- c) These Terms of Use also include the terms and conditions set out in the documents listed below to the extent that they are not inconsistent with the Terms of Use:
 - Queensland Government (through Queensland Health) [Privacy Plan](#)
 - Queensland Government (through Queensland Health) [Copyright page](#)
 - Queensland Government (through Queensland Health) [Disclaimer page](#)
- d) In these Terms of Use:
 - the expression 'user', 'you' and 'your(s)' refers to the Prescribed Health Practitioner with permission to access and use the Application;
 - the expression 'we', 'us', 'our' and "the State" means the State of Queensland (acting through Queensland Health);
 - the expression "Health Provider Portal" or "the Application" means the Health Provider Portal application.
- e) Definitions and Interpretation:

The expression "Terms" includes these terms and conditions governing your access and/or use of the Application.

In these Terms:

- a) "Act" means the *Hospital and Health Boards Act 2011* (Qld)
- b) "Claim" includes (and is not limited to) any claim, action, demand, application, proceeding, judgment, enforcement hearing or enforcement order;

- c) "Confidential Information" has the same meaning as in section 139 of the Act which, at the time of formulation of these Terms, means information, accessed by a Prescribed Health Practitioner using a Prescribed Information System;
- d) "Content" means information, data or materials published on, directly in connection with or accessible through the Application and includes Confidential Information;
- e) "COVID-19" means coronavirus disease caused by the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- f) "Intellectual Property" means any and all industrial and intellectual property rights of any kind (whether or not in material form) including patents, trademarks, copyright (existing and future) and designs (whether registered or unregistered); any application or right to apply for registration in respect of the rights in sub-clause (i); and semi-conductor or circuit layout rights, database rights, software developments, computer programs (including both source and object codes), processes, rights in specifications, Inventions, specifications, formulas, confidential information, protectable know-how, research data, improvements in procedure, discoveries and similar rights, but excludes Moral Rights;
- g) "Invention" includes any inventive or innovative step or improvement, source code, drawing, design, model, contrivance, structure, discovery, creation, idea, formula and other work or contribution;
- h) "Moral Rights" means the right of integrity of authorship, the right of attribution of authorship; and the right not to have authorship falsely attributed, more particularly defined in the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before or after the date these Terms and Conditions are effected;
- i) "Health Practitioner National Law (Queensland)" has the same meaning as in the *Health Practitioner Regulation National Law Act 2009* (Qld);
- j) "Personal Information" has the meaning in the *Information Privacy Act 2009* (Qld) which, at the time of formulation of these Terms, is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- k) "Prescribed Health Practitioners" has the same meaning as in section 139 of the Act which at the time of formulation of these terms, means an individual, other than a 'designated person' mentioned in section 139A(1) of the Act, who is registered under the Health Practitioner Regulation National Law to practise a health profession, other than as a student, who is prescribed by Regulation;
- l) "Prescribed Information System" has the same meaning as in section 139 of the Act which means an information system prescribed by Regulation and, in the context of these terms, means 'The Viewer' which provides read-only access to Confidential Information;
- m) "Principal Place of Practice" has the meaning given that term in clause 5 of the Health Practitioner Regulation National Law (Queensland);
- n) "Purpose" means to facilitate the care or treatment of an individual by a Prescribed Health Practitioner acting in that capacity and in accordance with section 161C(2)(a) of the Act;
- o) "Regulation" means the *Hospital and Health Boards Regulation 2012* (Qld);
- p) "State" means the State of Queensland acting through Queensland Health;

2. Use of the Application and data

2.1 Use

- a) You may access and use the Application only if you are a Prescribed Health Practitioner practising in Queensland. Immediately upon the occurrence of any of the following:
 - i. you cease to be a Prescribed Health Practitioner;
 - ii. your registration as a Prescribed Health Practitioner is suspended; or
 - iii. your Principal Place of Practice is not in Queensland,

you must cease accessing or using the Application.

- b) You may access and use the Application, to view, use and display the Content for your professional use when necessary in accordance with the Purpose. You must not access or use the Application for any other purpose.
- c) You acknowledge that you have no rights in, or to, the Application or technology used or supported by the Application, other than the right to access and use the Application in accordance with these Terms of Use.
- d) Health and medical

Content, data, information and materials accessed through, or available on, the Application is made available for the Purpose. You agree to read the provisions of Part 7 of the Act as they apply to you and your dealings with Confidential Information and you acknowledge and agree that it is your responsibility to understand and apply those provisions to your conduct. You acknowledge that patients may withhold Confidential Information about them from being accessed through the Application. We do not accept liability for any error or omission, injury, expense, loss or damage incurred by you or another party as a result of you using or relying upon any Content, information, data or materials provided by, or through, the Application.

You agree to exercise sound clinical practice and your own independent clinical judgement when accessing or using the Content.

2.2 Limitations of Access and Use

You must:

- a) use the Application in accordance with these Terms of Use;
- b) take all reasonable measures to ensure access to the Application is via a secure and private computer and not on a publicly accessible device;
- c) not print Content, except:
 - i. (where permitted) when necessary in accordance with the Purpose in order to record clinical information about a patient in that patient's file held by the Prescribed Health Practitioner; or
 - ii. COVID-19 pathology test results of a patient to be issued to, and for use by, that patient as evidence of a negative test result;
- d) not use the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or hacking into or inserting malicious code, destruction of data, including viruses, or harmful data, into the Application;
- e) not use the Application in any way that could damage, disable, overburden, impair or compromise the Application; and
- f) comply with all applicable laws and regulations relating to downloading content or applications used or supported by the Application, including Confidential Information under Part 7 of the Act.

2.3 Termination

- a) In addition to any other remedies the State has at law, you agree that the State may cancel or suspend your subscription or access to the Application at any time, with or without prior notice, without providing reasons, if the State considers at its absolute discretion, that you have breached these Terms, are likely to breach these Terms or otherwise pose or create a privacy or security risk to any person, the State (including its related entities, directors, officers, employees, contractors, agents or representatives, whether in the course of their employment or otherwise), the Application, third party websites or information repositories or applications, the computer systems, applications, or networks of the State, where the nature of a 'risk' is determined at the absolute discretion of the State.
- b) We reserve the right to cease operating the Application at any time, without notice, and to terminate this Agreement and you agree that you are not reliant, and will not rely, on the Application or the services or functionality provided by it.

- c) At any time, you may terminate this Agreement by ceasing your subscription (if applicable) and ceasing all use of the Application.

2.4 Intellectual Property

- a) All Intellectual Property in the Content is owned by, or licensed to, the State. You agree to use the Content in accordance with Queensland Health's Copyright Statement: <https://www.health.qld.gov.au/global/copyright-statement>.
- b) You agree that you do not obtain any Intellectual Property rights in, or to, the Application or any Content whenever created.
- c) All Content and Intellectual Property rights in the Application, 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 Application or any of its components.

2.5 Privacy

You acknowledge that Personal Information about you, including information provided by you as a consequence of you obtaining access to, or using, the Application, will be collected, stored and dealt with by the State for the Purpose, supporting the Application's functionality administering and managing the Application and the services associated with it and providing you with information, data and/or material consistent with the Purpose.

The State may use your Personal Information in accordance with our Privacy Plan located at <https://www.health.qld.gov.au/system-governance/records-privacy>.

The State protects, collects, manages and deals with your Personal Information in accordance with the Information Privacy Act 2009 (Qld). The State may disclose personal information if required by applicable law or by applicable court process or order.

For information on how to gain access to your Personal Information, how we use your Personal Information, provision of contact details or other privacy matters, please see the link above to the Privacy Plan.

3. Exclusion or warranties, liability

3.1 Exclusions of warranties

All Content and services on or available through the Application are provided on an 'as is' and 'as available' basis and without warranties of any kind, expressed or implied, except any which may be implied by statute and are incapable of exclusion, in respect of the Application and the Content.

To the maximum extent permitted by law, the State excludes, and does not make any representation, warranty or endorsement of any kind, whether express or implied, in relation to the content, accuracy, completeness, accessibility, suitability, safety, security, reliability, fitness for purpose or any other aspect of:

- a) any Content;
- b) the performance and availability of the Application;
- c) the loss, damage, corruption or degradation of any Content, data or other material as a result of the use of the Application.

3.2 Exclusion of liability

To the maximum extent permitted by law, the State is not, and will not be, responsible and/or liable for any loss or damage whatsoever which is and/or may be suffered, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss of opportunity, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) as a result of:

- a) the access to, use of, reliance on, or action taken as a result of, any Content, information, date or

material in the Application for your personal, professional or business decisions or those of other persons or organisations or otherwise, whether such Content, information, data and/or material is posted by another user, the State (including the State's related entities, directors, officers, employees, contractors, agents or representatives whether in the course of their employment or otherwise) or otherwise;

- b) accessing, displaying and using the Application and/or participating in any on-line activities related thereto;
- c) any interruption, suspension or termination of the Application in whole or in part for whatever reason including failure of or suspension of public or private telecommunications network;
- d) the unavailability, unsuitability and any connectivity problems and/or failures of the Application, its associated websites, information repositories or applications;
- e) any decision to remove or amend Content; and
- f) any loss, damage, corruption or degradation of any Content, information, data or other material as a result of the use of the Application, viruses or any other technologically harmful material that may infect your computer or mobile device due to your access to, or use of, the Application.

3.3 Your risk

You acknowledge and agree that access to the Application is at your own risk. The State accepts no responsibility for any interference, loss, damage or disruption to your computer system, mobile device or network you use to access or use the Application, any Content, information, data or other material on that system or network or otherwise which arises in connection with your use of the Application. You agree to take your own precautions to ensure that the process which you employ to obtain access to the Application does not expose you to a risk of viruses, malicious computer code or other forms of interference which may damage your computer or mobile device or otherwise cause interference, loss, damage or disruption of any kind.

3.4 Release from claims and indemnity

You hereby forever waive, release, forgive, discharge and relinquish any and all Claims that you may have against the State, 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 Application, including, but not limited to, accessing or downloading any information and materials in, or from, the Application or submitting or uploading any Content, information, concepts, data or other materials to the Application.

You forever release and indemnify the State, its related bodies corporate, directors, officers, employees, contractors, agents and representatives ("those indemnified") from and against:

- b) any loss or damage or liability for any loss or damage incurred by you and/or the State; and
- c) any loss, liability, Claim, demand, damage or expense (including legal fees on a solicitor client basis) made by any third party against those indemnified, howsoever caused (including through negligence) directly or indirectly arising out of or in connection with;
 - i. your use of the Application (including any linked website);
 - ii. your use of, or reliance on, Content;
 - iii. breach by you of the Terms of Use;
 - iv. the use of Content or any other information, data or material from, or on the Application, by any other person, including any associated websites, information repositories or applications; or
 - v. an allegation that the Content infringes the Intellectual Property rights of a third party.

3.5 Software viruses

Without limiting the above, the State does not warrant that the Application, the server on which the Application is hosted, information or material available for download, is free from viruses or other conditions that could damage or interfere with data, hardware or software. Accordingly, the State excludes, to the maximum extent permitted by law, any liability for any loss suffered as a result of any such viruses, malicious code, spam or other defects.

3.6 Exclusion of liability – scope

The exclusion of liability applied to these Terms of Use applies to Claims whether in contract, tort (including, without limitation, negligence) or equity and even if the State and/or Queensland Government has been notified of the possibility of such loss or damage.

3.7 Your contribution to loss

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

3.8 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, such liability cannot be lawfully excluded.

4. Third party websites and applications

The Application may contain links to websites and mobile applications owned and operated by third parties, who are not under the control of the State.

The State does not approve, endorse, recommend or sponsor these linked sites and/or applications, their owners or operators, or any information, graphics, materials, products or services referred to or contained on those linked websites and mobile applications, unless specifically stated.

The State is not responsible for the content of these linked websites and mobile applications and makes no representation as to the accuracy of any material on these websites or mobile applications.

The State, to the maximum extent possible, excludes liability for any loss suffered as a result of use of these third party websites and mobile applications, or reliance on the information contained within. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications.

5. General

5.1 Governing law & Jurisdiction

These Terms of Use are governed by and construed according to the laws in force in the State of Queensland, Australia, and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.

5.2 Entire agreement

This agreement, together with other documents referred to in it, constitutes the entire agreement between you and us relating to the Application and all previous representations and arrangements are superseded by these Terms of Use.

5.3 Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the rest of the provisions in this agreement, which will continue in full force and effect.

5.4 Invalid or unenforceable provisions

If a provision of these Terms of Use is found by a court of law to be invalid or unenforceable:

- a) it is to be read down or severed to the extent of the invalidity or unenforceability; and
- b) that fact does not affect the validity or enforceability of the remaining provisions.

5.5 No waiver

No provision of these Terms of Use will be taken to be waived except by written notice signed by you and us.

5.6 Contact Details

Should you have any questions regarding the Terms of Use please contact the Application administrator by emailing: connectingqld@health.qld.gov.au