



Terms and Conditions for Aged Care Online Claiming using File Upload or Business to Business (B2B)

In these terms and conditions, a reference to 'I', 'me' or 'my' is a reference to the applicant/s agreeing to these terms and conditions and all parties acting on their behalf.

1. I agree to:

- a. comply with these terms and conditions for Aged Care Online Claiming
- b. ensure that all information I provide, and representations I make, to Medicare Australia are complete and accurate
- c. promptly notify Medicare Australia in the event that I consider any information provided, or representations made, by me is or may be incorrect or misleading (giving false or misleading information is a serious offence under the *Criminal Code Act 1995*)
- d. use a version of a software product approved by Medicare Australia when conducting a transaction with Medicare Australia using Aged Care Online Claiming. I understand that Medicare Australia may revoke its approval of a version of a software product at any time
- e. ensure my Site Certificate is loaded into my software in accordance with instructions and stored in a secure place once loaded
- f. not send any personal information (as defined in the *Privacy Act 1988*) to Medicare Australia using Aged Care Online Claiming unless the information is encrypted using my Site or applicable Certificate
- g. sign and secure all communications I sent to Medicare Australia for Aged Care Online Claiming using PKI software approved by Medicare Australia at the time of the dispatch of the communication and, if required for transmission, my Site Certificates (valid at the time of dispatch of the communication).

2. I agree that:

- a. by approving a particular version of a software product, Medicare Australia is not representing that the product is suitable for any purpose or that the product meets any quality standards
- b. Medicare Australia may from time to time change its technical requirements in relation to the use of Aged Care Online Claiming, which may require me to upgrade my software
- c. Medicare Australia is not responsible for any costs, losses or damage I incur in connection with Aged Care Online Claiming (including, without limitation, communication costs, support costs, software acquisition or losses associated with Aged Care Online Claiming being from time to time inoperative or inaccessible)
- d. Medicare Australia may change or add to these terms and conditions at any time, by giving me notice by mail, by fax or electronically. A message sent to my business email address (as held in Medicare Australia records) or by notice published on Medicare Australia's website at www.medicareaustralia.gov.au is one way of giving me notice electronically

- e. if I use Aged Care Online Claiming after I have been notified of a change or addition to these terms and conditions, I will be taken to have agreed to that change or addition in respect of all uses of Aged Care Online Claiming after that date. These terms and conditions may not be otherwise changed orally or by conduct by me
- f. I must ensure that my agents do not do anything that these terms and conditions prevent me from doing
- g. Medicare Australia may at any time, at its absolute discretion, restrict, suspend or terminate my access to Aged Care Online Claiming with Medicare Australia, whether because of a breach of these terms and conditions or for any other reason
- h. I may terminate this agreement with Medicare Australia by giving written notice to Medicare Australia. I understand that I will not be able to conduct transactions with Medicare Australia using Aged Care Online Claiming after I give such notice
- i. if this agreement is terminated, my obligations under these terms and conditions will continue in respect of any claims I made using Aged Care Online Claiming before the date of termination
- j. I must maintain an electronic record (in a retrievable and readable form) of all Aged Care Online Claiming transactions as required by the *Aged Care Act 1997*
- k. I must promptly notify Medicare Australia of all changes to authorised persons, including the removal of previously authorised person or the addition of a new person
- l. I must ensure I have appropriate business and security controls in place to ensure all claims, forms and other documentation submitted to Medicare Australia, whether using Aged Care Online Claiming or otherwise, are appropriately authorised
- m. any use of Aged Care Online Claiming in respect of an Aged Care Service (that is the subject of this application and terms and conditions) is taken to be a use of Aged Care Online Claiming by me
- n. I must notify Medicare Australia in writing as soon as I become aware that an unauthorised person has submitted claims, forms or other documentation to Medicare Australia, whether using Aged Care Online Claiming or otherwise
- o. where, as a result of claims or forms submitted by me using Aged Care Online Claiming or otherwise, an amount is paid to me that represents an overpayment under the *Aged Care Act 1997*, Medicare Australia may, at its discretion, deduct an amount equal to the overpayment from subsequent amounts which may be payable to me.

3. These terms and conditions are issued under and are to be construed in accordance with the laws in force from time to time in the Australian Capital Territory. All parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and courts of appeal from them. Neither party will object to the exercise of jurisdiction by those courts on any basis.