



**CO 01**  
**SecureNet-HeSA Gatekeeper Health PKI –**  
**Subscriber (Healthcare Individual) Agreement**

**PURPOSE OF DOCUMENT**

By making an application and submitting this completed Agreement, you are asking Medicare Australia, a Gatekeeper Accredited Extended Services Registration Authority (RA), to issue you with SecureNet-HeSA Gatekeeper Health PKI (or Health PKI) Healthcare Individual Keys and Certificates.

This Agreement establishes a contractual relationship between you (whether acting as a Subscriber or Relying Party), the Commonwealth of Australia as represented by the CEO of Medicare Australia (the Registration Authority or RA) and Cybertrust Australia Pty Ltd (which operates the Health Organisation Certification Authority or OCA, issuing certificates in the name of SecureNet) in relation to the possession and use of your Certificates.

Medicare Australia (as the RA) delivers RA services.

All references to SecureNet throughout this document refer to the Cybertrust Australia Pty Ltd entity, issuing certificates in the name of SecureNet.

You may wish to seek independent professional advice regarding this Agreement.

**PARTIES TO THIS AGREEMENT**

This Agreement is between:

**1. Registration Authority (RA)**

The Commonwealth of Australia  
as represented by the CEO of Medicare Australia  
ABN 75 174 030 967  
Locked Bag 6666  
Tuggeranong DC ACT 2901

**2. Organisation Certification Authority (OCA)**

Cybertrust Australia Pty Ltd  
ABN 74 073 665 175  
Locked Bag 32  
Pymont NSW 2009

**3. The Individual (you)**

Title: .....

Given name: ..... Middle name(s): ..... Surname: .....

Address (Notices will be sent to this address. Individual Keys and Certificates will also be sent to this address unless another address is specified by you for this purpose): Suite: .....

Floor: ..... Building: .....

Street: .....

City/suburb: ..... State: ..... Postcode: .....

**1 Interpretation**

1.1 In this Agreement, capitalised terms have the same meaning as in the *Health PKI Glossary version 3*, available from the RA's website ([www.hesa.gov.au](http://www.hesa.gov.au)).

**2 Privacy**

2.1 You acknowledge that Personal Information is collected from you and used by the RA and the OCA for the purpose of issuing and managing your Individual Keys and Certificates. The RA and OCA will

ensure their policies and practices comply with the Information Privacy Principles under the *Privacy Act 1988* (Cth) in respect of that information. The RA's full Privacy Policy can be found on its Website.

- 2.2 By applying for Individual Keys and Certificates, you consent to:
- (a) the RA collecting, using and disclosing your Personal Information for the purposes of Health PKI; and
  - (b) your Certificate details being published in the Healthcare Public Directory.

### **3 Terms and Conditions set out in Individual and Location Certificate Policies**

- 3.1 The provisions of the *PO 01 SecureNet-HeSA Gatekeeper Health PKI – Subscriber (Healthcare Individual) Certificate Policy version 3* (Individual CP) apply to you as a Subscriber as if those provisions were set out in this Agreement.
- 3.2 You should read the Individual CP and the *PO 01 SecureNet-HeSA Gatekeeper Health PKI – Subscriber (Healthcare Location) Certificate Policy version 3* (Location CP), which are available from the RA's Website.
- 3.3 If you rely on another Subscriber's Individual Certificate or Location Certificate, the provisions of the Individual CP or the Location CP respectively apply to you as a Relying Party as if those provisions were set out in this Agreement.
- 3.4 If there is any inconsistency between the terms of this Agreement and the terms of the applicable CP, the CP will prevail.

### **4 Period of Agreement**

- 4.1 This Agreement will come into effect when the OCA generates, signs and issues your Individual Certificates.
- 4.2 This Agreement terminates when your Individual Certificates Expire and are not Re-keyed, or are Revoked.

### **5 Your obligations as a Subscriber**

#### ***Accuracy of your Information***

- 5.1 You must ensure that all information you provide to the RA in connection with the Individual CP is true, accurate and complete at all times.
- 5.2 You must promptly notify the RA if any information that you provide under the Individual CP is inaccurate or changes.
- 5.3 When you receive your Individual Certificates, you must promptly check the accuracy of the information set out in them.

#### ***Purposes for which Individual Keys and Certificates may be used***

- 5.4 Individual Keys and Certificates should only be used for secure online Health-related messages:
- (a) in any transactions with Medicare Australia; or
  - (b) any non-financial transactions between Subscribers within the Health Sector; or
  - (c) in financial transactions between Subscribers within the Health Sector where the transaction value is up to \$10,000 in value.
- 5.5 Individual Keys and Certificates should not be used:
- (a) for any illegal purpose; or
  - (b) in a way which infringes any third person's rights (including Intellectual Property Rights).
- 5.6 Individual Keys and Certificates should not be used to send information which has a security classification greater than Highly Protected.

#### ***Effect of Digital Signatures with Individual Keys and Certificates***

- 5.7 Use of your Individual Keys and Certificates to digitally sign a message is intended to have the same legal effect as signing the same message on paper.
- 5.8 You acknowledge that you may be bound to the legal effect of any transaction through the use of your Individual Keys and Certificates.

#### ***Protection of Individual Keys and Certificates***

- 5.9 You will be deemed to be in possession of your Private Keys when:
- (a) the RA has mailed your Individual Keys and Certificates to you;
  - (b) you have confirmed receipt of your Individual Keys and Certificates by return fax to the RA; and
  - (c) you have obtained your Personal Identification Code (PIC) (for activating your Individual Keys and Certificates) from the RA.
- 5.10 You must take all reasonable steps to protect the safety and integrity of your Individual Keys and Certificates from the date of deemed possession.
- 5.11 You must not disclose to anyone, write down or keep near the Token containing your Individual Keys and Certificates, your PIC, Passphrase or the Secret Identifier that you provided to the RA during the Application process.
- 5.12 If you suspect or become aware that your Private Key has been Compromised, you must:
- (a) immediately stop using your Individual Keys and Certificates;
  - (b) immediately notify the RA; and
  - (c) make reasonable attempts to notify any Relying Parties.

**Other Subscriber obligations**

- 5.13 You are responsible for ensuring that messages sent using the Individual Private Key are sent to a currently listed Relying Party (for example by checking the Healthcare Public Directory);
- 5.14 You are responsible for ensuring that, except for the purposes of Decryption, your Individual Keys and Certificates are not used if they are listed on the Healthcare Public Directory as being Suspended, Revoked or Expired.
- 5.15 If Certificate issuance or Re-key fees are payable by a Subscriber, you must pay those fees according to any fee schedule provided by the RA.
- 5.16 You must only use the Healthcare Public Directory in accordance with the Individual CP.
- 5.17 You are responsible for keeping yourself informed of any Notices issued by the RA and OCA by reading any Notices distributed as outlined in the Individual CP.

**6 Your obligations as a Relying Party**

- 6.1 Before relying on an Individual Certificate or Location Certificate you are responsible for ensuring that the Certificate in question is valid and has not Expired, or been Suspended or Revoked.
- 6.2 If an Individual Certificate or Location Certificate has been used for a transaction that is outside the purpose specified in the Individual CP or the Location CP (respectively) you rely on that Certificate entirely at your own risk.

**7 RA obligations**

- 7.1 The RA's obligations are set out in the Individual CP, the Location CP and the PO 02 SecureNet-HeSA Gatekeeper Health PKI - Health Organisation Certification Authority Certification Practice Statement version 3 (OCA CPS). These include:
- (a) conducting EOI checks and Registering Applicants;
  - (b) generating Individual Keys;
  - (c) securely distributing Individual Keys and Certificates;
  - (d) arranging Certificate Revocation, Suspension and Reinstatement when required; and
  - (e) maintaining the integrity of Health PKI.

**8 OCA obligations**

- 8.1 The OCA's obligations are set out in the Individual CP, the Location CP and the OCA CPS. These include:
- (a) generating, signing and issuing Individual Certificates;
  - (b) Suspending, Revoking and Reinstating Certificates when required; and
  - (c) maintaining the Healthcare Public Directory.

## **9 Changes to the Agreement**

- 9.1 The RA or OCA may make changes to the Individual CP, the Individual Agreement and the OCA CPS in the way indicated in each of those Documents. You will be alerted to changes by a Notice posted on the RA's Website.
- 9.2 By continuing to use your Individual Keys and Certificates beyond the specified date of effect of the change, you accept the change.
- 9.3 If you do not wish to accept the change, you must advise the RA before the specified date of effect of the change.

## **10 Your liability**

- 10.1 You agree to be fully responsible for the use, security and integrity of your Individual Keys and Certificates, from the time you are deemed to be in possession of them under clause 5.9 of this Agreement.
- 10.2 You may be liable for any Loss that you, or any other person, may suffer arising from your use of your Individual Keys and Certificates, or any act or omission that you commit in breach of the Individual CP and this Agreement.

## **11 RA liability**

- 11.1 The RA (including its officers, employees and contractors) is not liable under this Agreement in any way whatsoever, for any Loss whether or not reasonably foreseeable, arising in connection with the Individual CP other than Loss directly arising from its failure to properly perform its obligations under the Individual CP.
- 11.2 The RA is not liable for any failure by the OCA to perform its obligations under the Individual CP.

## **12 OCA liability**

- 12.1 The OCA is only liable under this Agreement for the Loss an entity or legal or natural person suffers if:
  - (a) the OCA issued a Certificate under the Individual CP;
  - (b) the OCA breached its obligations under the Individual CP in respect of that Certificate; and
  - (c) the entity or person reasonably relied on that Certificate and as a result, suffered the Loss,
- 12.2 if the OCA acted negligently when it breached the relevant clause or clauses.
- 12.3 The OCA is not liable for any failure by the RA to perform its obligations under the Individual CP.

## **13 Root Certification Authority (RCA) liability**

- 13.1 The RCA is only liable under this Agreement for the Loss an entity or legal or natural person suffers if:
  - (a) the RCA issued a Certificate under the RCA-issued CP;
  - (b) the RCA breached clause 2.1.1.1 (g), (p), (q) or (r) of the Individual CP in respect of that Certificate; and
  - (c) the entity or person reasonably relied on that Certificate and as a result, suffered the Loss,
- 13.2 if the RCA acted negligently when it breached the relevant clause or clauses.
- 13.3 Except as otherwise required by law, the total liability of the RCA to a person or entity in respect of any claim by that person or entity which arises under or in connection with the Individual CP or the transactions contemplated by the Individual CP will not exceed AUD\$1,000 in relation to any one claim.
- 13.4 The RCA is not liable under or in connection with the Individual CP for Loss suffered by an entity or person which arises from reliance on a Certificate in circumstances that are outside the limitations placed on the Certificate in the Individual CP, the RCA-issued CP, or any applicable Subscriber or Relying Party Agreement.
- 13.5 In no event shall the RCA be liable under or in connection with the Individual CP for any loss of profit, loss of data or indirect or consequential loss incurred or suffered by any person or entity, whether or not the RCA was or should have been aware of the possibility of such loss.

## **14 Commonwealth liability**

- 14.1 Notwithstanding any other provision of the Individual CP or this Agreement, and whether Keys or Certificates are used in a transaction with an Agency or not:

- 14.1.1 the Commonwealth makes no representations and offers no warranties or conditions, express or implied, in relation to:
- (a) the activities or performance of any of the PKI Entities which are carried out under, or in relation to, the Individual CP; or
  - (b) if relevant, the services or products of a particular PKI Entity; and
- 14.1.2 the Commonwealth is not liable in any way whatsoever, for any Loss whether or not reasonably foreseeable, arising in connection with:
- (a) an entity described in the Individual CP or the Location CP carrying out, or omitting to carry out, any activity described in, or contemplated by, the Approved Documents;
  - (b) the Commonwealth carrying out, or omitting to carry out, any activity related to the Gatekeeper Accreditation process; or
  - (c) a negligent act or omission of the Commonwealth, the RA or the RCA / OCA.

**15 Limited Warranties**

- 15.1 The RA and the RCA / OCA disclaim all warranties, express or implied. If any warranties or conditions are implied by legislation, then the liability of each of the RA and the RCA / OCA (and of any of their officers, employees and contractors), for any breach of the condition or warranty is limited to:
- (a) re-performing the services to which the warranty applied; or
  - (b) paying the cost of re-performing those services.

**16 Contribution**

- 16.1 The liability of a Party (the Party at fault) for Loss sustained by any other Party will be reduced proportionately to the extent that such Loss has been caused or contributed to by another Party's negligence or failure to comply with its obligations and responsibilities under the Individual CP.

**17 Indemnity from you**

- 17.1 Whether acting as a Subscriber or a Relying Party, you indemnify each of the RA, the RCA / OCA and the Commonwealth (and their respective officers, employees and contractors) for any Loss suffered by any of these organisations or persons arising from:
- (a) any negligence or breach of this Agreement by you; or
  - (b) your reliance on an Individual Certificate or Location Certificate in a transaction which is outside the purpose specified in the Individual or Location CPs (respectively).

**18 General**

- 18.1 The Individual CP and this Agreement are governed by, and are to be construed in accordance with, the laws from time-to-time in force in the Australian Capital Territory. The Parties agree to submit to the courts having jurisdiction in the Australian Capital Territory.
- 18.2 In conducting the activities under the Individual CP, all Parties agree to abide by the provisions of any relevant legislation, and the requirements of any Commonwealth, State, Territory or local body.
- 18.3 Clauses that relate to Intellectual Property Rights, safety, integrity, accuracy of information, Confidentiality, privacy, liability and indemnity will survive the expiration or termination (for whatever reason) of the Individual CP and this Agreement.

**Signed by the Individual**

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Signature of Individual  
.....  
Name of Individual  
.....  
Date

.....  
Signature of witness  
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Name of witness [please print]  
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Date  
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Address of witness [please print]  
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Phone contact details of witness