



Medicare Australia Communities of Interest - Site Certificates

Terms and Conditions of Use

1. I agree:

- a) to comply, and to ensure that all personnel at the practice or entity site¹ complies, with these Terms and Conditions for use of a Medicare Australia Communities of Interest Site Keys and Certificates (Site Certificate) issued to the practice or entity;
- b) that the Site Certificate identifies the practice or entity and links that practice or entity to its site;
- c) to take all reasonable measures to keep the Site Certificate secure at all times and take all necessary precautions to prevent its loss, disclosure, modification, or unauthorised use;
- d) that the Site Certificate not be given to any other practice; practice site; entity or entity site;
- e) to promptly notify Medicare Australia of the possible loss, destruction or theft of the Site Certificate;
- f) to promptly notify Medicare Australia in the event that the Site Certificate is suspected of, or has been, compromised;
- g) that use of the Site Certificate may be suspended or revoked by Medicare Australia in its absolute discretion, including but not limited to:
 - i. after loss, destruction or theft of the Site Certificate;
 - ii. in the event of de-registration of the practice (however described) whether in relation to participation in any Medicare Australia program or not;
 - iii. in the event of any Approvals (however described) relating to the practice being cancelled by Medicare Australia;
 - iv. in the event any Approval Number(s) (however described) relating to the practice being cancelled by Medicare Australia;
 - v. in the event that the entity ceases to exist, or be recognised by Medicare Australia, or ceases to be a member of a Medicare Australia recognised Col.

¹ **Site** means:

- a) the site location of any practice registered by Medicare Australia for a Medicare Australia program. The practice may be referred to as a Registered Medicare Australia Practice or practice and includes Pharmacies and aged care providers (however described); and
- b) any site of an entity, where that entity is recognised by Medicare Australia as a member of a Medicare Australia recognised Community of Interest and is known to Medicare Australia and where Medicare Australia is the Relationship Organisation.

- h) that all information provided and representations made to Medicare Australia are complete and accurate;
 - i) to promptly notify Medicare Australia in the event that any information provided, or representations made is or may be incorrect;
 - j) that use of the Site Certificate will be for purposes approved and agreed by Medicare Australia and any other use is at my own risk;
 - k) that any use of the Site Certificate by any person in another practice or entity as a result of a breach of these Terms and Conditions by me will be deemed to be a use of the Site Certificate by the practice or entity;
 - l) this contract with Medicare Australia may be terminated at any time by giving a written notice to Medicare Australia. I agree the practice or entity will not be able to conduct transactions using the Site Certificate after I give such notice;
 - m) that, if this agreement is terminated, all obligations will continue in respect of any electronic communications made using the Site Certificate before the date of termination;
 - n) that Medicare Australia is not responsible for any costs, losses or damage I (or people acting on my behalf) incur associated directly or indirectly with the practice or entity's use of the Site Certificate;
 - o) that Medicare Australia may change or add to these terms at any time, by giving notice by mail, by fax or electronically. A message sent to the practice or entity's business email address (as held in Medicare Australia records) is one way of giving notice electronically;
 - p) that use of the Site Certificate after notification of a change or addition to these Terms and Conditions is deemed to be agreement to the change or addition to these Terms and Conditions in respect of all uses of the Site Certificate after that date. These terms may not be otherwise changed orally or by conduct by any person.
2. 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 and the parties agree to submit to the courts having jurisdiction in the Australian Capital Territory.

AGREEMENT

- 3. I warrant that I have the authority to bind the legal entity responsible for the practice or the entity.
- 4. I agree I am bound by these Terms and Conditions for use of the Site Certificate when a person in the practice or entity conducts the first transaction with Medicare Australia using the Site Certificate.