

Terms and conditions

In clause 1 of these terms and conditions, a reference to 'I', 'me' or 'my' is to be construed as a reference to the parties agreeing to these terms and conditions and to any parties acting on their behalf.

1. I agree:

- a) to comply with these terms and conditions for Online Claiming for PBS
- b) that Medicare Australia may change or add to these terms at any time, by giving me notice by mail, 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
- c) that if I use Online Claiming for PBS after I have been notified of a change or addition to these terms, I will be taken to have agreed to that change or addition in respect of all uses of Online Claiming for PBS after that date. These terms may not be changed orally or by conduct
- d) to use a version of a software product approved by Medicare Australia when conducting a transaction with Medicare Australia using Online Claiming for PBS. I understand that Medicare Australia may revoke its approval of a version of a software product at any time
- e) that 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
- f) that Medicare Australia may from time to time change its technical requirements in relation to the use of Online Claiming for PBS, which may require me to upgrade my software
- g) that Medicare Australia is not responsible for any costs, losses or damage I incur in connection with the Online Claiming for PBS systems (including, without limitation, communication costs, support costs, software acquisition or losses associated with the Online Claiming for PBS system being from time to time inoperative or inaccessible)
- h) to ensure all communications I send to Medicare Australia using Online Claiming for PBS are signed and secured using PKI software approved by Medicare Australia at the time of the communications and my Site Certificate, valid at the time of the communication
- i) to ensure my Site Certificate is loaded into my software in accordance with instructions and stored in a secure place once loaded
- j) that I must comply with the *National Health Act 1953* and other legislation including, but not limited to, Acts, Rules and Regulations
- k) that if I use Online Claiming for PBS to adjust or correct information in respect of a claim previously lodged with Medicare Australia, Medicare Australia may make an amendment to the amount which may become payable to me
- l) that Medicare Australia may at any time, at its absolute discretion, restrict, suspend or terminate my access to Online Claiming for PBS with Medicare Australia, whether because of a breach of these terms and conditions or for any other reason

- m) that 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 Online Claiming for PBS after I give such notice
 - n) that if this agreement is terminated, my obligations under these terms and conditions will continue in respect of any claims I made using Online Claiming for PBS before the date of termination.
2. I, and any person acting on my behalf, agree that any use of Online Claiming for PBS is deemed to be an authorised use.
 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.

Declaration

10 I/we declare that:

- I/we have read and agreed to the terms and conditions
- I am authorised to sign this declaration on behalf of all other applicants
- the information on this form is correct

Name

Position

Daytime phone number

Email address

Signature

Date

Privacy Note

The information provided on this form will be used to assess eligibility to use Online Claiming for PBS. The collection of this information is authorised by the *National Health Act 1953*. This information may be disclosed to the Department of Health and Ageing, other relevant government agencies or as authorised or required by law.