



Online Compliance Platform

Terms of use

Date

Last updated: 2 August 2023

1. Terms of use

- 1.1. The Online Compliance Platform (the **Platform**) is administered by the Commonwealth of Australia (the **Commonwealth**) as represented by the Department of Health and Aged Care (the **Department**) to assist with managing its compliance functions under legislation.
- 1.2. Each User must agree to these terms of use to Use the Platform. Each User must also comply with any other conditions notified to You or published by the Commonwealth relating to Use of the Platform.
- 1.3. In these terms of use:
 - a. **Access** means to log in to the Platform using an Access Code.
 - b. **Access Code** means the alphanumeric code given to You by the Department to Access the Platform.
 - c. **Authorised Person** means an appropriate person You delegate to Use the Platform on Your behalf.
 - d. **Commonwealth** means the Commonwealth of Australia as represented by the Department of Health and Aged Care, or such other agency that has the responsibility for administering or assisting with administering the Platform from time to time.
 - e. **Department** means the Department of Health and Aged Care.
 - f. **Health Insurance Act** means the *Health Insurance Act 1973* (Cth).
 - g. **Intellectual Property Rights** include:
 - i. all copyright (including rights in relation to phonograms and broadcasts);
 - ii. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and
 - iii. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,but does not include:
 - iv. moral rights under Part IX of the *Copyrights Act 1968* (Cth); or
 - v. rights in relation to confidential information.

- h. **Material** means any information communicated by the Commonwealth via the Platform as well as any choices made via the platform and any comments entered or documents uploaded by a User into the Platform to verify Your Medicare Claims.
- i. **Medicare Claims** means any claims for Medicare benefits submitted relating to Your Provider number or name for which You have received communications from the Commonwealth in relation to such claims.
- j. **Personal information** has the same meaning as in the Privacy Act.
- k. **Platform** means the electronic platform known as the Online Compliance Platform, administered by the Commonwealth, as described in clause 1.1.
- l. **Privacy Act** means the *Privacy Act 1988* (Cth)
- m. **Provider** means registered providers who are authorised to receive a Medicare benefit under the *Health Insurance Act 1973* (Cth) or *Dental Benefits Act 2008* (Cth).
- n. **Response** means the Material You Submit to the Commonwealth.
- o. **Review** means any action taken by a User after You Access the Platform and before You Submit a Response, including viewing, uploading, downloading or otherwise interacting with any Material.
- p. **Submit** means to Use the Platform to transmit the Material the Commonwealth requires to verify Your Medicare Claims. To Submit a Response, You must complete a declaration that You have complied with these terms of use.
- q. **Use** means to Access the Platform, to Review Material via the Platform, or to Submit a Response via the Platform.
- r. **User** means any person who engages in Use of the Platform.
- s. **You** means the Provider who has received communications from the Commonwealth in relation to verifying Your Medicare Claims and who has been invited to Use the Platform.

2. Acceptance

- 2.1. A User acknowledges that these terms of use govern the relationship between a User and the Commonwealth in relation to Use of the Platform. By continuing to Use the Platform, a User accepts and agrees to comply with the terms of use and any additional conditions that are applicable to Use of the Platform as they apply from time to time.
- 2.2. A User acknowledges and agrees that despite Use of the Platform, the Commonwealth reserves the right to take any subsequent action or activity, including any further investigation, validation or analysis activities, raising a debt to You or Your practice, closing a matter, or any other of its functions, as authorised by law.
- 2.3. If a User does not agree to these terms of use, a User must not Use the Platform.

- 2.4. Failure to comply with these terms of use may, at any time, result in Your Access being suspended or terminated.
- 2.5. The Commonwealth may, at its discretion and at any time, update these terms of use or apply any additional conditions relating to Use of the Platform.

3. Your identity

- 3.1. Your personal details, including Your Provider details, must match those contained in the correspondence sent by the Commonwealth in relation to Your Medicare Claims.
- 3.2. You agree to notify the Department of any changes to Your contact details, at Online.Compliance.Platform@health.gov.au
- 3.3. You must not give false or misleading information regarding Your identity.

4. Access and Use of the Platform

- 4.1. You must Access the Platform via the secure and authenticated means individually provided to You by the Commonwealth.
- 4.2. You must ensure Your Access Code is secured from unauthorised disclosure.

Delegating to an Authorised Person

- 4.3. If You delegate to an Authorised Person to Use the Platform on Your behalf, You must do so responsibly and appropriately.
- 4.4. You must ensure that an Authorised Person accepts these terms of use before they Use the Platform.
- 4.5. You are responsible for all Use of the Platform by any Authorised Person You delegate to Use the Platform on Your behalf.
- 4.6. You must not share Your Access Code with anyone who is not an Authorised Person.

5. Submitting Your Response

- 5.1. Only You can Submit a Response through the Platform, which includes a declaration that You must personally complete.

6. Lawful and appropriate Use of the Platform

- 6.1. Each User agrees to:
 - a. only Use the Platform for the User's own lawful purposes, in accordance with these terms of use as amended from time to time or any other conditions notified by the Commonwealth;
 - b. only access and use the Platform from within Australia;
 - c. not use the Platform in a manner that infringes the Intellectual Property Rights of any third party;
 - d. ensure any Material a User Reviews or downloads from the Platform is secured from unauthorised disclosure;

- e. only Review Material that You have been given express permission by the Commonwealth to Review via the Platform;
- f. not attempt to Review any unauthorised Material;
- g. immediately notify the Commonwealth of any unauthorised Use of the Platform or any other breach of security that a User becomes aware of, and take all other actions that the Commonwealth reasonably deems necessary to maintain or enhance the security of the Platform;
- h. not Use, or misuse the Platform in any way which may disrupt or impair the functionality, security or integrity of the Platform or other systems applicable to the Platform; and
- i. not upload, input, or transmit via the Platform, any:
 - i. harmful code or malware;
 - ii. unlawful, defamatory, obscene, offensive or scandalous Material, or any Material that constitutes or encourages conduct that would contravene any law or which may harass or cause distress or inconvenience to any person; or
 - iii. Material in violation of any Intellectual Property Rights or any other applicable law.

6.2. Each User acknowledges that Use of the Platform is subject to applicable Commonwealth legislation, including the *Crimes Act 1914* (Cth), the *Criminal Code Act 1995* (Cth), the Privacy Act, and that penalties may apply for inappropriate Use, misuse or disclosure of Material obtained via the Platform contrary to law.

6.3. Each User:

- a. represents and warrants that the User has complied with these terms of use;
- b. represents and warrants that the User has complied with the requirements of all applicable laws;
- c. represents and warrants that to the best of the User's knowledge, the Material in the Response is true and accurate;
- d. will only submit the minimum required amount of Material in the Response;
- e. understands that the Commonwealth may not be able to accept uploaded Material if the file size exceeds 10MB per file upload; and
- f. undertakes to advise the Commonwealth of any changes to Material in the Response following submission.

7. Audit logs

7.1. Each User acknowledges that Use of the Platform will be logged for the purpose of security and usage monitoring.

8. Collection and disclosure of Personal Information

- 8.1. The Commonwealth is bound by the Privacy Act and the Australian Privacy Principles (APPs).
- 8.2. The Department collects, uses and discloses Personal Information in administering the Platform as part of its Medicare benefits compliance program. We refer to the OCP [privacy notice](#).
- 8.3. The Department also has an APP [privacy policy](#) which contains information about:
 - a. how a User may access the Personal Information the Department holds about the User and how the User can seek correction of it; and
 - b. how a User may complain about a breach of
 - i. the APPs; or
 - ii. a registered APP code that binds the Department; and
 - c. how the Department will deal with such a complaint.
- 8.4. Notwithstanding clause 5.2(b), the Department may disclose Personal Information overseas if a User engages in Use of the Platform outside of Australia. Each User is bound by the Privacy Act.

9. Intellectual Property Rights

- 9.1. Material on the Platform may be protected by Intellectual Property Rights. A User must not use any Material for a purpose for which a User does not have express permission from the Intellectual Property Rights owner. If a User has any doubt as to the User's right to use the Material, please contact its owner. The Commonwealth is not liable if a User breaches an owner's Intellectual Property Rights.
- 9.2. A User grants (or will procure) a royalty-free, non-exclusive licence for the Commonwealth to use, reproduce and adapt the Material included in any Response a User transmits via the Platform. A User acknowledges and agrees that such a licence does not limit or exclude any rights that the Commonwealth is entitled to exercise at law in relation to the Material.

10. Liability

- 10.1. Each User remains solely responsible and liable for complying with all applicable laws in connection to Use of the Platform.

11. Termination of Access

- 11.1. If a User:
 - a. breaches any of these terms of use or other conditions imposed by the Commonwealth regarding Use of the Platform; or
 - b. engages in misleading, deceptive, fraudulent, immoral or illegal conduct,

the Commonwealth may, without limiting its rights, terminate or suspend Your Access to the Platform or prohibit a User from engaging in Use of the Platform for a period of time. The Commonwealth reserves the right to pursue legal action.

12. Disclaimer

- 12.1. A User agrees that Use of the Platform is entirely at the User's own risk, and the User has made the User's own assessment on the risk of engaging in Use of the Platform and any Materials on the Platform.
- 12.2. A User agrees that Material input via the Platform and a Response You Submit may be made available to other Users who are permitted to Access the Platform by the Commonwealth for the purposes of carrying out the Commonwealth's compliance and other functions, and for operating and administering the Platform.
- 12.3. The Commonwealth gives no warranty in connection with the Platform and its Material and cannot guarantee that Use of the Platform and its Material will be uninterrupted or error free, that any defects in the Platform and its Material will be corrected, or that the Platform is free of harmful code.
- 12.4. Where connection to a system or website outside Commonwealth control compromises the objectives or functions of the Platform, the Commonwealth may sever links to that website or system.
- 12.5. The Commonwealth may make changes to the Platform, conduct maintenance on the Platform, or otherwise temporarily or permanently cease to provide the Platform at any time and without notice.
- 12.6. The Platform is hosted by the Commonwealth and has been designed to meet relevant requirements under the Australian Government Protective Security Policy Framework and the Information Security Manual. However, a User acknowledges that the Commonwealth does not give any representation or warranty that the Platform or any underlying environment or platform is secure or meets a particular security standard.
- 12.7. To the maximum extent permitted by law, the Commonwealth excludes all liability and responsibility to a User (or any other person) for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, in connection with a User's (or any other person's) Use of or reliance on, the Platform or its Material.
- 12.8. Where the Platform links to third party information, a User is responsible for making a User's own enquiries and decisions about the accuracy, reliability, currency and completeness of information contained in such information. The Commonwealth accepts no legal liability arising from or connected to a User's Use or reliance on any third-party information.

13. General

- 13.1. A User cannot assign a User's obligations or rights under these terms of use without prior written consent, which may be withheld in our complete discretion, or given on conditions. We may novate or transfer our obligations and rights under these terms of use to any other Commonwealth of Australia entity.

- 13.2. A reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision.
- 13.3. If any of these terms of use are held to be invalid, unenforceable or illegal for any reason, the remaining terms of use will continue in full force.
- 13.4. A User is not by virtue of these terms of use an officer, employee, partner or agent of the Commonwealth, nor does a User have any power or authority to bind or represent the Commonwealth. A User agrees to not misrepresent the User's relationship with the Commonwealth.
- 13.5. These terms of use are governed by the laws of the Australian Capital Territory, Australia, and a User agrees to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- 13.6. If either party waives any breach of these terms of use, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.