



TERMS OF USE

DEPARTMENT OF HEALTH AND AGED CARE, DEVELOPER PORTAL

Date

Last updated: 24 July 2024

1. Terms of Use

- 1.1. Welcome to the Developer Portal. As a condition of Your use of the Developer Portal and its Registered User Features, and the development of Your Software for Authorised Providers, You must agree to these Terms of Use.
- 1.2. In these Terms of Use:
 - a. the terms **You** and **Your** refer to the individual user of the Registered User Features (being either an Organisation Administrator or a General User for Your Organisation, or both) and Your Organisation.
 - b. **Access Credentials**, for each of Your Profiles, means Your myGovID login credentials for that Profile (refer to <https://www.mygovid.gov.au/>).
 - c. NB: You will only be able to access the Registered User Features using Your myGovID login credentials for a Profile if that myGovID is linked to one or more Australian Business Number (**ABN**) in the Relationship Authorisation Manager (**RAM**) service (<https://info.authorisationmanager.gov.au/>) and Your email address for that Profile matches Your email address for such ABN(s) in the RAM service. This linkage is referred to in these Terms of Use as being 'associated with'. **APIs** means the Business to Government (**B2G**) Application Programming Interface services.
 - d. **Authorised Provider** means a provider who has been authorised by the Commonwealth to access the Government Provider Management System (**GPMS**).
 - e. **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 Developer Portal from time to time.
 - f. **Commonwealth Material** means any Material communicated to You by the Commonwealth through the Developer Portal or the Registered User Features.
 - g. **Developer Material** means any Material communicated by You to the Commonwealth through the Developer Portal or the Registered User Features.
 - h. **Developer Portal** means the electronic platform administered by the Commonwealth at <https://developer.health.gov.au> on which You may view information about the APIs made available by the Commonwealth and includes the Registered User Features and includes related Department of

Health systems that you access to develop and test Software at each Step of Development.

- i. **General User**, for an Organisation, means any individual user of the Registered User Features whose Profile has been assigned 'Developer user' permissions for that Organisation for the purposes of the accessing the Registered User Features.
- j. **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.
- k. **Material** means anything communicated by the Commonwealth via the Developer Portal or the Registered User Features, and includes any such thing in which Intellectual Property Rights arise.
- l. **Multi-Organisation Profile** means a Profile that is associated with more than one Organisation.
- m. **Organisation** means an entity registered in the Australian Business Register in accordance with the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- n. **Organisation Administrator**, for an Organisation, means any individual user of the Registered User Features whose Profile has been assigned 'organisation administrator' permissions for that Organisation for the purposes of the Registered User Features.
- o. **Personal Information** has the same meaning as in the Privacy Act.
- p. **Personnel** means an officer, employee, agent or subcontractor of the Commonwealth.
- q. **Profile** means a registered account with unique Access Credentials, required to access the Registered User Features.
- r. **Privacy Act** means the *Privacy Act 1988* (Cth).
- s. **Registered User Features** means functions or features in the Developer Portal that the Commonwealth has granted General Users and Organisation Administrators to use.

- t. **Single-Organisation Profile** means a Profile that is associated with one Organisation.
- u. **Software** means the code and product that You develop utilising the APIs accessed through the Developer Portal, for the purpose of selling the Software to Authorised Providers.
- v. **Software Conformance Assessment Process** means the mandatory verification of the technical requirements of Your Software, as described at [Conformance \(health.gov.au\)](https://www.health.gov.au).
- w. **Step/Steps of Development** means the steps stated in clause 4.3 for developing Software.
- x. **Your Organisation** means the Organisation that employs or otherwise engages You and has authorised You to enter into this contract on its behalf, using the Relationship Authorisation Manager (**RAM**) service; and
 - i. if You have one or more Single-Organisation Profiles and no Multi-Organisation Profiles – then the Organisation that is associated with the Single-Organisation Profile that You use for a given login session for the Registered User Features;
 - ii. if You have one or more Multi-Organisation Profiles and no Single-Organisation Profiles – then each Organisation that You select using the ‘account switcher’ function during a given login session for the Registered User Features (but only so long as that Organisation is so selected);
 - iii. if You have one or more Single-Organisation Profiles and one or more Multi-Organisation Profiles and:
 - A. You log in to access the Registered User Features using a Single-Organisation Profile – then for that login session, the Organisation determined in accordance with clause 1.2vi as if you only had one or more Single-Organisation Profiles; or
 - B. You log in to access the Registered User Features using a Multi-Organisation Profile – then for that login session, the Organisation determined in accordance with clause 1.2vii as if you only had one or more Multi-Organisation Profiles.

Examples:

- You have one Profile which is associated with Organisation A and Organisation B. You log in and select Organisation A. Upon being selected, Organisation A becomes Your Organisation for that login session under clause 1.2vii of these Terms of Use. You then (during the same login session) deselect Organisation A and select Organisation B. The effect of this is that Organisation A ceases to be Your Organisation for the remainder of that login session (upon being deselected) and Organisation B becomes Your Organisation for the remainder of that session (upon being selected).

- You have two Profiles, one that is associated with Organisation A and another that is associated with Organisation B. You log in using the Profile that is associated with Organisation A. Organisation A is therefore Your Organisation for that login session under clause 1.2vi of these Terms of Use. You then log out of and later log in using the Profile that is associated with Organisation B. Organisation B is therefore Your Organisation for that later login session.

2. Acceptance

- 2.1. These Terms of Use govern the relationship between You, Your Organisation, and the Commonwealth in relation to Your use of the Developer Portal and its Registered User Features, and the development of Your Software at each Stage of Development. By continuing to access the Developer Portal and its Registered User Features, and by accessing or incorporating the APIs into Your Software, You accept the Terms of Use as they apply from time to time and You accept the Terms of Use on behalf of Your Organisation.
- 2.2. If You do not agree to these Terms of Use, You must not access the Registered User Features and must immediately cease using any Registered User Features.
- 2.3. Failure to comply with these Terms of Use during Your use of the Registered User Features may, at any time, result in Your Profile (or, if applicable, any one or more of Your Profiles) being suspended or terminated in accordance with clause 11 of these Terms of Use.
- 2.4. The Commonwealth may, at its discretion and at any time, update these Terms of Use.

3. Access to the Registered User Features

- 3.1. You must:
 - a. only access the Registered User Features using the Access Credentials for Your Profile (or, if applicable, any one of Your Profiles);
 - b. comply with any terms and conditions applicable to Your use of the Access Credentials for each of Your Profiles (for example, any terms and conditions applicable to myGovID);
 - c. only use the Registered User Features within the scope of your authority to represent Your Organisation;
 - d. cease using the Registered User Features in relation to the relevant Organisation if your authority from that Organisation is revoked; and
 - e. on request from the Commonwealth you must submit to the Commonwealth additional evidence of Your authority to represent the relevant Organisation (**Relevant Authority**).

4. Requirements for developing Your Software

- 4.1. When developing Your Software, You must comply with all requirements for each Step of Development.
- 4.2. The Department of Health will assess Your eligibility to proceed to each subsequent Step of Development and may or may not permit You to access one or more Steps.
- 4.3. Each Step must be completed sequentially as follows:
 - a. **Step 1** - the Developer Portal;
 - b. **Step 2** - registration of Your Organisation, management of Your User Profiles, and application for access to view the API test specifications;
 - c. **Step 3** - completion of API Testing in the SVT Environment as a Registered User Feature once Your Software is ready for testing;
 - d. **Step 4** - registration of Your Software, and completion of the Software Conformance Assessment Process; and
 - e. **Step 5** - completion of all requirements for Production access and release readiness, including receipt of the M2M Key.
- 4.4. These Steps must be completed for each new Software that You develop before You may exploit Your Software.

5. Warranties and acknowledgements

General warranty

- 5.1. You represent and warrant that all information submitted in respect of the Developer Portal, the Registered User Features, the Software Conformance Assessment Process and each Step of Development is true and accurate to the best of Your knowledge.
- 5.2. You agree to inform the Department of any material change to information You have previously submitted to the Developer Portal and at a Step of Development, as soon as practicable after becoming aware of the change.

Confirmation of identity

- 5.3. You represent and warrant that:
 - a. upon the establishment of each of Your Profiles, You have reviewed all of the identification details submitted to establish that Profile; and
 - b. You have taken any necessary steps to ensure that those individual identification details are true and correct and do not misrepresent Your identity.

Additional warranties and acknowledgements by Organisation Administrators

- 5.4. Clauses 5.5 to 5.8 of these Terms of Use apply to You if You are an Organisation Administrator for one or more Organisations. Nothing in these

clauses limits Your other representations, warranties, acknowledgements or obligations under these Terms of Use.

5.5. You acknowledge that You:

- a. have provided Your Personal Information (including Your name and email address) to the Commonwealth and that this information has been used to create each of Your Profiles;
- b. have the ability to:
 - i. add a new Profile associated with Your Organisation for any other individual;
 - ii. assign 'organisation administrator' or 'Developer user' permissions to any Profile associated with Your Organisation (such that the individual associated with that Profile becomes an Organisation Administrator or General User for Your Organisation, as applicable);
 - iii. remove any 'organisation administrator' or 'Developer user' permissions previously assigned to any Profile associated with Your Organisation (such that the individual associated with that Profile ceases to be an Organisation Administrator or General User for Your Organisation, as applicable);
 - iv. to request access to APIs for either testing or production purposes, which request will be considered by the Commonwealth and access granted if the request is approved by the Commonwealth (in its absolute discretion);
 - v. to subscribe to receive updates from the Commonwealth in relation to the APIs; and
 - vi. to view certain information relating to Your Profile and Your Organisation and view the APIs which You have requested access to or been approved for access to.

5.6. By adding any new Profile for another individual, You represent and warrant that You:

- a. have obtained the individual's consent to share their Personal Information (including their name and email address) with the Commonwealth through the Developer Portal; and
- b. are acting in accordance with Your other obligations under these Terms of Use (including, without limitation, Your obligations under clause 3.1 of these Terms of Use).

5.7. The Commonwealth is not responsible for managing permissions assigned to any Profile associated with any Organisation for which You are an Organisation Administrator. You must regularly review permissions assigned to any Profile associated with any Organisation for which You are an Organisation

Administrator and remove any permissions granted to any individual who no longer has authority to have such permissions.

- 5.8. You hereby release the Commonwealth from any liability for any loss or damage suffered by You or any Organisation for which You are an Organisation Administrator which arises in connection with You granting another individual access to the Registered User Features or assigning any permissions to any individual's Profile. This clause 5.8 continues to apply after You cease to be an Organisation Administrator for any given Organisation.

Additional warranties and acknowledgements by General Users

- 5.9. If You are a General User for Your Organisation, then You acknowledge that You:
- a. have the ability to request access to APIs for either testing or production purposes, which request will be considered by the Commonwealth and access granted if the request is approved by the Commonwealth (in its absolute discretion);
 - b. have the ability to subscribe to receive updates from the Commonwealth in relation to the APIs;
 - c. have the ability to view certain information relating to Your Profile and Your Organisation and view the APIs which You have requested access to or been approved for access to; and
 - d. do not have the ability to do the things described in clause 5.5.b(i) to clause 4.3b(iii) of these Terms of Use, unless You are also an Organisation Administrator for Your Organisation.

Acknowledgement by General Users regarding the removal of certain permissions

- 5.10. As a General User, You acknowledge and agree that, at any time, an Organisation Administrator for Your Organisation may remove any 'organisation administrator' or 'Developer user' (or both) permissions previously assigned to Your Profile for that Organisation (such that You cease to be an Organisation Administrator or General User for that Organisation, as applicable).

Acknowledgement by General Users regarding overseas disclosure of information

- 5.11. As a General User, You acknowledge and agree that Your information will be made available to Your Organisation's Administrator, which may include an individual based outside of Australia. You understand that the Commonwealth will not be accountable should overseas recipients of your information breach Australian privacy laws and that you will not be able to seek redress under the Privacy Act or against the Commonwealth.

6. Lawful and appropriate use of the Registered User Features and development of Your Software

- 6.1. You agree that You must:

- a. only use the Registered User Features:
 - i. for Your own lawful purposes; and
 - ii. in accordance with these Terms of Use as amended from time to time and any other conditions notified by the Commonwealth on the Developer Portal relating to the use of the Registered User Features; and
 - iii. in a manner that does not infringe the Intellectual Property Rights of, or restrict or inhibit the use of the Developer Portal or the Registered User Features by, any person;
- b. not share the Access Credentials for Your Profile (or, if applicable, any of Your Profiles) with any other person or allow any other person to use the Registered User Features on Your behalf;
- c. ensure the Access Credentials for each of Your Profiles are secured from unauthorised access and disclosure;
- d. not access, or attempt to gain access, to any Commonwealth Material intended for any other user of the Registered User Features;
- e. immediately notify the Commonwealth of any unauthorised use of Your Profile (or, if applicable, any one or more of Your Profiles) or any other breach of security that You become aware of, and take all other actions that the Commonwealth reasonably deems necessary to maintain or enhance the security of the Registered User Features;
- f. maintain the details for each of Your Profiles and ensure that those details are at all times true, accurate, current and correct;
- g. not use or misuse the Registered User Features in any way which may disrupt or impair the functionality, security or integrity of the Developer Portal or other systems used for the Developer Portal; and
- h. not transmit, or input via any part of the Developer Portal, any:
 - i. harmful code or malware;
 - ii. unlawful, defamatory, obscene, offensive or scandalous, false, misleading or deceptive, Developer Material, or any Developer 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. Developer Material in violation of any Intellectual Property Rights or any other applicable law, or Developer Material that You do not have the right to use or transmit or input into any part of the Developer Portal.
- i. confirm acceptance of any pop-up or click-wrap presented to You in the Developer Portal, or cease using the Developer Portal immediately.

- 6.2. You agree that if You are granted approval to access an API for the purposes of testing integration of Your software with that API, you must ensure that any biographic information submitted by you for the purposes of such testing is generated in a manner that ensures that the biographic information does not relate to an individual (whether living, dead, real or fictitious).
- 6.3. You acknowledge and agree that if You sell the Software to any party other than an Authorised Provider, that party will not have access to the functionalities granted by the use of the Commonwealth's APIs.
- 6.4. You acknowledge that:
- a. Your access to, and use of, the Developer Portal and the Registered User Features is subject to applicable Commonwealth legislation, including the *Crimes Act 1914* (Cth), the *Criminal Code Act 1995* (Cth) and the Privacy Act.
 - b. the development of Your Software is subject to applicable Commonwealth legislation and policy, including:
 - i. *Aged Care Act 1997* (Cth)
 - ii. *Aged Care Legislation Amendment (Registered Nurses) Principles 2023* (Cth).
 - iii. *Accountability Principles 2014* (Cth).
 - iv. *Records Principles 2014* (Cth).
 - c. penalties may apply for misuse of information obtained from the Developer Portal or the Registered User Features or disclosure of information contrary to law.

7. Audit logs

- 7.1. You acknowledge that Your use of the Developer Portal and the Registered User Features 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 Commonwealth collects, uses and discloses Personal Information in administering the Developer Portal as part of its operation of the system. We refer to:
- a. our privacy notice at <https://health.gov.au/using-our-websites/website-privacy-policy/privacy-notice-b2g>; and
 - b. our website privacy policy at <https://www.health.gov.au/using-our-websites/website-privacy-policy>.
- 8.3. The Commonwealth, as represented by the Department of Health, has an APP [privacy policy](#) which contains information about:

- a. how You may access the Personal Information the Commonwealth holds about You and how You can seek correction of it; and
- b. how You may complain about a breach of:
 - i. the Privacy Act;
 - ii. the APPs; or
 - iii. a registered APP code that binds the Commonwealth; and
- c. how the Commonwealth will deal with such a complaint.

9. Intellectual Property Rights

- 9.1. The Commonwealth grants to You a worldwide, revocable, royalty-free, non-exclusive licence (not including the right of sub-licence) to use, reproduce, adapt, distribute, communicate and exploit the Commonwealth Material made available via the Registered User Functions for any purpose.
- 9.2. You acknowledge and agree that the licence granted under clause 9.1 of these Terms of Use does not limit or exclude any rights that the Commonwealth is entitled to exercise at law in relation to the Commonwealth Material.
- 9.3. You grant (and warrant that You hold the necessary rights to grant) to the Commonwealth a worldwide, irrevocable, royalty-free, non-exclusive licence (including the right of sub-licence) to use, reproduce, distribute, and communicate any Developer Material for Commonwealth purposes.

10. Indemnification and liability

- 10.1. You remain solely responsible and liable for complying with all applicable laws in connection with Your use of the Registered User Features.
- 10.2. You indemnify the Commonwealth for any loss or damage incurred by the Commonwealth in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth, arising from either:
 - a. a breach by You of these Terms of Use; or
 - b. an act or omission involving fault on Your part in connection with these Terms of Use.
- 10.3. Your liability to indemnify the Commonwealth under these Terms of Use will be reduced proportionately to the extent that any negligent or other tortious act or omission of the Commonwealth contributed to the relevant loss or damage.

11. Termination of access

- 11.1. If You:
 - a. breach any of these Terms of Use or other conditions imposed by the Commonwealth regarding Your use of the Registered User Features; or

- b. engage in misleading, deceptive, fraudulent, immoral or illegal conduct, the Commonwealth may, without limiting its rights, terminate Your access to the Registered User Features or any APIs, or suspend for any period of time Your use of the Registered User Features or Your access to any APIs. The Commonwealth reserves the right to pursue legal action.

12. Disclaimer

- 12.1. You agree that Your use of the Developer Portal, the Registered User Features, the APIs and any Commonwealth Material is entirely at Your own risk, and You have made Your own assessment of the risk of use of the Developer Portal, the Registered User Features, the APIs and any Commonwealth Materials.
- 12.2. The Commonwealth gives no warranty in connection with the Registered User Features, the APIs, and Commonwealth Materials and does not guarantee that the use of the Registered User Features, the APIs and Commonwealth Materials will be uninterrupted or error free, that any defects in the Registered User Features, the APIs and any Commonwealth Material that You access via the Registered User Features will be corrected, or that the Registered User Features or the APIs are free of harmful code.
- 12.3. Where connection to a system or website outside Commonwealth control compromises the objectives or functions of the Developer Portal, the Commonwealth may sever links to that website or system.
- 12.4. The Commonwealth may make changes to the Developer Portal (including by removing any Commonwealth Materials held in the Developer Portal, the Registered User Features, or the APIs), conduct maintenance on the Developer Portal, or otherwise temporarily or permanently cease to provide the Developer Portal at any time and without notice.
- 12.5. The Developer Portal is hosted in a cloud environment and has been designed to meet relevant Australian Government requirements. However, You acknowledge that the Commonwealth does not give any representation or warranty that the Developer Portal or any underlying environment or platform is secure or meets a particular security standard.
- 12.6. To the maximum extent permitted by law, the Commonwealth excludes all liability and responsibility to You (or any other person) for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, in connection with Your (or any other person's) use of or reliance on, the Developer Portal, the Registered User Features, the APIs or Commonwealth Materials.
- 12.7. Where the Developer Portal links to third party information, You are responsible for making your 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 Your use or reliance on any third party information.

13. General

- 13.1. You cannot assign Your obligations or rights under these Terms of Use without the prior written consent of the Commonwealth, which may be withheld in the Commonwealth's absolute discretion or given on conditions.
- 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, they will be severed from this agreement and the remaining Terms of Use will continue in full force.
- 13.4. You are not by virtue of these Terms of Use an officer, employee, partner or agent of the Commonwealth, nor do You have any power or authority to bind or represent the Commonwealth. You agree to not misrepresent Your relationship with the Commonwealth.
- 13.5. These Terms of Use are governed by the laws of the Australian Capital Territory, Australia, and You agree 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.