



Terms of Use for the PBS Approved Suppliers Portal

02 August 2022

Terms of Use

Welcome to the PBS Approved Suppliers Portal (PBSApprovedSuppliers.health.gov.au). As a condition of Your use of the PBS Approved Suppliers Portal, You must agree to these Terms of Use.

In these Terms of Use:

- a. the terms 'You' and 'Your' refer to the user of the PBS Approved Suppliers Portal, and where applicable, also includes a reference to an Applicant where they are represented by a Representative User.
- b. 'ACPA User' means a member of the Australian Community Pharmacy Authority appointed under section 99N of the *National Health Act*.
- c. 'Applicant' means an individual or body who is able to make an Application under sections 90, 91, 91A, 92 or 94 of the *National Health Act*.
- d. 'Applicant User' means a User who is an Applicant that has successfully registered a User Profile in the PBS Approved Suppliers Portal.
- e. 'Application' means any application under sections 90, 91, 91A, 92 or 94 of the *National Health Act*.
- f. 'Intellectual Property Rights' include:
 - all copyright (including rights in relation to phonograms and broadcasts);
 - all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and
 - all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.but do not include:
 - moral rights under Part IX of the *Copyright Act 1968* (Cth); or
 - rights in relation to confidential information.
- g. 'Material' means any thing:
 - lodged by a User into the PBS Approved Suppliers Portal; or
 - communicated by the Department via the PBS Approved Suppliers Portal, andincludes any such thing in which Intellectual Property Rights arise.
- h. 'National Health Act' means the *National Health Act 1953* (Cth).
- i. 'PBS Approved Suppliers Portal' means the electronic platform run by the Department on which Applicants may lodge and manage Applications.

- j. 'Profile' means Your online registered account to use the PBS Approved Suppliers Portal.
- k. 'Representative User' means an individual who is authorised by the Applicant(s) to represent them in lodging and managing certain Applications or by a Surrounding Pharmacy User to represent them in making comments in relation to certain Applications.
- l. 'Surrounding Pharmacy User' means an individual or body invited by the Department to provide comment on an Application.
- m. 'User' means You or any other individual who uses the PBS Approved Suppliers Portal, and where the context permits includes an ACPA User, Applicant User, Representative User or Surrounding Pharmacy User.

The Commonwealth of Australia as represented by the Department of Health, Disability and Ageing (the 'Department') may at its discretion update these Terms of Use. By continuing to use the PBS Approved Suppliers Portal, You accept the Terms of Use as they apply from time to time and acknowledge that You have an ongoing need to access the PBS Approved Suppliers Portal.

Failure to comply with these Terms of Use may, at any time, result in Your Profile or access to the PBS Approved Suppliers Portal being suspended or terminated.

If You no longer have an ongoing need to access the PBS Approved Suppliers Portal and You are an Applicant User, Representative User or ACPA User, You must notify the Department as soon as possible.

Your obligations

Your obligations are different depending upon the type of User you are, and these Terms of Use differentiate between the types of Users of the PBS Approved Suppliers Portal where required. You may be more than one type of User.

Authorised use of myID

If You register a User Profile for the PBS Approved Suppliers Portal, You must:

- a. only access the PBS Approved Suppliers Portal using a valid myID ([refer to myID](#)); and
- b. comply with any terms and conditions applicable to Your use of the myID.

Confirmation of identity

If You register a User Profile for the PBS Approved Suppliers Portal, You confirm that Your individual identification details submitted on the PBS Approved Suppliers Portal registration page are true and correct and that You are not misrepresenting Your identity or registering on behalf of any other individual.

If You use the PBS Approved Suppliers Portal as a Surrounding Pharmacy User or a Representative User representing a Surrounding Pharmacy User, You confirm that Your individual identification details submitted with any information and Material You lodge via the PBS Approved Suppliers Portal are true and correct and that You are not misrepresenting Your identity.

Representative User

If You are a Representative User, You:

- c. agree to submit to the Department on its request evidence of Your authority to represent an Applicant(s) or Surrounding Pharmacy User(s);
- d. must only use the PBS Approved Suppliers Portal within the scope of the authority given by Applicant(s) or Surrounding Pharmacy User(s) to represent them; and
- e. must cease using the PBS Approved Suppliers Portal in relation to any Applicant(s) or Surrounding Pharmacy User(s) if the authority given by them for You to represent them is revoked.

ACPA User

If You are an ACPA User, You:

- a. must only use the PBS Approved Suppliers Portal in the manner directed by the Department unless such direction is inconsistent with the *National Health Act* or other relevant legal obligations applicable to the ACPA User;
- b. must only access information and Material from the PBS Approved Suppliers Portal that has been directly referred or provided to You by the Department;
- c. acknowledge that Your use of the PBS Approved Suppliers Portal is subject to the Deed of Undertaking in Relation to Confidential Information and Conflict of Interest you have signed as a member of the Australian Community Pharmacy Authority and that You must treat all information and Material referred or provided to You by the Department from the PBS Approved Suppliers Portal as 'Confidential Information' under that deed; and
- d. acknowledge that Your access to, and use of, the information and Materials referred or provided to You by the Department from the PBS Approved Suppliers Portal or otherwise accessed by You via the PBS Approved Suppliers Portal is subject to applicable Commonwealth legislation (including the *Criminal Code Act 1995* (Cth), the *Privacy Act 1988* (Cth), and the *National Health Act*), and that penalties may apply for misuse of information obtained from the PBS Approved Suppliers Portal.

Applications (Applicant Users or Representative Users)

If You are an Applicant User or Representative User representing an Applicant, on each occasion that you save a draft Application, You:

- a. warrant that You have complied with these Terms of Use
- b. warrant that you have read and understood the relevant guidelines provided in the PBS Approved Suppliers Portal relating to the type of Application; and
- c. understand that the Department will not be able to accept the draft Application if the file size exceeds 50MB per file upload.

If You are an Applicant User or Representative User representing an Applicant, in lodging an Application, You:

- a. warrant that You have complied with these Terms of Use;
- b. warrant that you have read and understood the relevant guidelines provided in PBS Approved Suppliers Portal relating to the type of Application;

- c. warrant that to the best of your knowledge, the information contained in the Application is true and accurate;
- d. understand that the Department will not be able to accept the Application if the file size exceeds 50MB per file upload;
- e. undertake to advise the Department of any changes to information contained in the Application;
- f. accept and agree that You are responsible for any Application lodged by You on the PBS Approved Suppliers Portal using Your Profile;
- g. acknowledge and agree that where the Application is linked to Your Profile, information in any Applications You have previously lodged that is linked to Your Profile may be used or disclosed for the purpose of assessing the Application;
- h. acknowledge and agree that the Application may be linked to another User Profile that is associated with the Application on Your or, in the case of a Representative User, the Applicant's request;
- i. acknowledge and agree that the contents of the Application may be disclosed to other parties associated with the Application; and
- j. agree to pay the Application fee, if any, as specified below.

Application fees

1. If You lodge an Application, You must pay the relevant Application fee, if any, in order for the Application to be assessed by the Department.
2. The fees applicable to Applications are available at [PBS Approved Suppliers Application Fees](#).
3. Payment of any Application fee is subject to a 7-calendar day cooling off period from the date of issuance of an invoice by the Department.

Lawful and appropriate use of PBS Approved Suppliers Portal

You must:

- a. only use the PBS Approved Suppliers Portal for Your own lawful purposes, in accordance with these Terms of Use or any other conditions notified by the Department on the PBS Approved Suppliers Portal, and in a manner that does not infringe the Intellectual Property Rights of, or restrict or inhibit the use of the PBS Approved Suppliers Portal by, any third party;
- b. only access and use the PBS Approved Suppliers Portal from within Australia;
- c. not attempt to undermine the security or integrity of the PBS Approved Suppliers Portal;
- d. not attempt to gain unauthorised access to any Materials other than those lodged by You, or to which You have been given express permission by the Department;
- e. immediately notify the Department of any unauthorised use of Your Profile, if You have one, or any other breach of security and take all other actions that the Department reasonably deems necessary to maintain or enhance the security of the PBS Approved Suppliers Portal; maintain Your Profile details and ensure Your Profile details are true, accurate, current and correct, if You have one;

- f. not use, or misuse the PBS Approved Suppliers Portal in any way which may disrupt or impair the functionality of the PBS Approved Suppliers Portal or other systems used for the PBS Approved Suppliers Portal; and
- g. not transmit, or input via the PBS Approved Suppliers Portal, any:
 - harmful code or malware;
 - 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
 - Material in violation of any Intellectual Property Rights or any laws, or Material that You do not have the right to use or transmit or input into the PBS Approved Suppliers Portal.

Any Material (including attachments) submitted to the PBS Approved Suppliers Portal that does not comply with these conditions will be destroyed and its contents will not be considered or assessed for the purposes of the *National Health Act*. It is Your responsibility to ensure that any files uploaded comply with these conditions.

You acknowledge that Your access to, and use of, the PBS Approved Suppliers Portal is subject to applicable Commonwealth legislation (including the *Criminal Code Act 1995* (Cth), the *Privacy Act 1988* (Cth), and the *National Health Act*), and that penalties may apply for misuse of information obtained from the PBS Approved Suppliers Portal.

Your use of the PBS Approved Suppliers Portal will be logged for the purpose of security and usage monitoring.

Intellectual Property Rights

Materials on the PBS Approved Suppliers Portal may be protected by Intellectual Property Rights. You must not use any Material on the PBS Approved Suppliers Portal for a purpose for which You do not have express permission from the Intellectual Property Rights owner. If You have any doubt as to Your right to use the Material, please contact its owner. The Department is not liable if You breach an owner's Intellectual Property Rights.

If You are an Applicant User or Representative User representing an Applicant, You grant (or will procure) a royalty-free, non-exclusive licence for the Department and the Australian Community Pharmacy Authority to use, reproduce and adapt the information and Material included in any Applications You lodge in the PBS Approved Suppliers Portal for the purpose of making an assessment of those Applications.

If You are a Surrounding Pharmacy User or Representative User representing a Surrounding Pharmacy User, You grant (or will procure) a royalty-free, non-exclusive licence for the Department and the Australian Community Pharmacy Authority to use, reproduce and adapt the information and Material You lodge via the PBS Approved Suppliers Portal for the purpose of making an assessment of any Applications to which that information and Material relates.

You acknowledge and agree that the licences granted above, as relevant to You, do not limit or exclude any rights that the Department or the Australian Community Pharmacy Authority is entitled to exercise at law in relation to the Material.

Indemnification, liability and termination

You remain solely responsible for complying with all applicable laws in connection to Your use of the PBS Approved Suppliers Portal. It is Your responsibility to check that storage of, transfer and access to the Materials You transmit or input via the PBS Approved Suppliers Portal will comply with all laws applicable to You.

You indemnify the Department for any loss or expense incurred by the Department 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 Department, 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.

Your liability to indemnify the Department under these Terms of Use will be reduced proportionately to the extent that any negligent or other tortious act or omission of the Department contributed to the relevant loss or damage.

If You:

- a. breach any of these Terms of Use or conditions posted by the Department on the PBS Approved Suppliers Portal; or
- b. engage in misleading, deceptive, fraudulent, immoral or illegal conduct,

the Department may, without limiting its rights, terminate Your Profile or access to the PBS Approved Suppliers Portal or suspend for any period of time Your Profile or use of the PBS Approved Suppliers Portal. The Department reserves the right to pursue legal action.

Collection of Your personal information and privacy obligations

The Department may collect, use and disclose personal information about You or about third parties that You input or transmit via the PBS Approved Suppliers Portal for the purpose of assessing Applications and administering the PBS Approved Suppliers Portal.

The Department will handle the personal information in accordance with the *Privacy Act 1988* (Cth).

If You disclose other people's personal information to the Department via the PBS Approved Suppliers Portal, You warrant to the Department that:

- a. the people to whom the personal information relates have consented to the Department collecting, using and disclosing their personal information as described in the Department's collection notice located on the PBS Approved Suppliers Portal homepage under the heading 'Privacy Statement' and You must provide evidence of that consent to the Department upon request; and
- b. You have drawn to those people's attention to that Departmental privacy notice.

The [long form collection notice](#) relates to the Department's collection of personal information using the PBS Approved Suppliers Portal.

You acknowledge that You have read the long form collection notice.

For further details about how the Department handles personal information, see the [Department's privacy policy](#).

DISCLAIMERS

You agree that Your use of the PBS Approved Suppliers Portal is entirely at Your own risk, and You have made Your own assessment on the risk of use of the PBS Approved Suppliers Portal and any Materials on the PBS Approved Suppliers Portal.

If You are an Applicant User or Representative User representing an Applicant, You accept and agree that You are authorised and responsible for any Applications made to the PBS Approved Suppliers Portal using Your Profile. The Department is not liable or legally responsible for any of the Applications You make using Your Profile.

If You are a Surrounding Pharmacy User or Representative User representing a Surrounding Pharmacy User, You accept and agree that You are authorised and responsible for any information and Material You lodge via the PBS Approved Suppliers Portal. The Department is not liable or legally responsible for any of the any information and Material You lodge via the PBS Approved Suppliers Portal.

The Department may at any time change the content, including removing any Materials held in the PBS Approved Suppliers Portal at its discretion and without notice.

You agree that Material You transmit or input via the PBS Approved Suppliers Portal may be accessed by ACPA Users who are permitted access to the Material by the Department for the purposes of processing Applications, or operating and administering the PBS Approved Suppliers Portal. You are responsible for all risks relating to access by ACPA Users to Material You transmit or input via the PBS Approved Suppliers Portal before using the PBS Approved Suppliers Portal.

The Materials on the PBS Approved Suppliers Portal may include the views or recommendations of third parties and do not necessarily reflect the views of the Australian Government or indicate a commitment to a particular course of action.

The Department strives to protect the Materials available through the PBS Approved Suppliers Portal. However, the Department gives no warranty in connection with the PBS Approved Suppliers Portal and its Materials and cannot guarantee that the use of the PBS Approved Suppliers Portal and its Materials will not breach Intellectual Property Rights, will be uninterrupted or error free, that any defects in the PBS Approved Suppliers Portal and its Materials will be corrected, or that the PBS Approved Suppliers Portal is free of harmful code.

To the maximum extent permitted by law, the Department 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 from Your (or any other person's) use of or reliance on, the PBS Approved Suppliers Portal or its Materials.

Where connection to a system or website outside the Department's control compromises the objectives of the PBS Approved Suppliers Portal, the Department may sever links to that website or system.

General

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.

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.

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.