

Clinician Vaccine Integrated Platform (Check Yourself In form) Terms of Use

About these Terms of Use

1. This is an agreement between you and the Commonwealth of Australia represented by the Department of Health (referred to as **'the Department'**) governing your use of the Clinician Vaccine Integrated Platform Check Yourself In form (**"CVIP CYI"**) (**"Terms of Use"**).
2. The Department has engaged the Australian Digital health Agency (Agency) as a service provider to assist with the development, distribution and operation of CVIP CYI. As such:
 - a. the Agency will have the benefit of any disclaimer, limitation or exclusion of warranties, responsibility, guarantees, responsibility or liability in these Terms of Use (as though such terms referred to the Agency as well as the Department);
 - b. the Agency may exercise the rights of the Department set out in these Terms of Use; and
 - c. these Terms of Use may be enforced by, and for the benefit of, the Agency, in addition to the Department.
3. The Department expects that in some cases a vaccine recipient may be assisted by another person when using CVIP CYI (for example, another person may help the vaccine recipient to input their details into CVIP CYI). In those circumstances, the term "you" in these Terms of Use refers to the vaccine recipient (not the person providing assistance).
4. Please read these Terms of Use carefully. By using CVIP CYI, you agree to be bound by them.

Your use of the CVIP CYI

5. You must only use CVIP CYI to support the delivery of vaccinations by agreeing to submit your personal information in connection with receiving a vaccination (**Permitted Purpose**).
6. In order to access and use CVIP CYI, you can use a QR code which will be displayed in your healthcare provider's premises. You are not required to create an account to use CVIP CYI.
7. In accessing and using CVIP CYI you must not provide false or misleading information or use CVIP CYI other than for the Permitted Purpose;
8. The Department may cancel your access to CVIP CYI if the Department believes that your access to CVIP CYI has been used to perform unauthorised actions or you are providing false information.
9. The Department grants you a non-transferable, non-exclusive, revocable licence to use CVIP CYI. This is a limited licence and all other rights are reserved by the Department.
10. The licence does not allow:
 - a. Use of CVIP CYI for commercial purposes;
 - b. Altering, modifying or reverse engineering any element of CVIP CYI;
 - c. Unauthorised copying or extracting of information from CVIP CYI and separately distributing that information; and
 - d. The use of any of the marks, logos or design layouts in CVIP CYI.

11. The Department reserves the right to withdraw CVIP CYI at any time without prior notice.
12. Your access to CVIP CYI depends on telecommunications, internet service providers, your device's technical specifications and other external factors. The Department does not guarantee the availability of CVIP CYI at all times.
13. Using CVIP CYI will signify your acceptance of these Terms of Use, including acceptance of any changes to these Terms of Use.

Supporting CVIP CYI

14. The Department may, in its sole discretion, change, add or remove any of the functionality of CVIP CYI. In these circumstances, you may be asked to accept the revised Terms of Use.
15. If you do not agree to any amendments to CVIP CYI or these Terms of Use, you (as your sole remedy) should cease to use CVIP CYI.

Use of non-personal information

16. The Department may collect, share and use technical data and related information, including information about your device to facilitate the provision of updates to CVIP CYI.

Privacy and personal information

17. Any personal information collected via the CVIP CYI for the Permitted Purpose by the Australian Government, or organisation that is or was a party to a Commonwealth contract and that is or was responsible for providing services to an agency under that contract, is protected by the *Privacy Act 1988* and may also be protected by the *Australian Immunisation Register Act 2015*.
18. Your personal information may be collected for the Permitted Purpose by a State or Territory government and will be protected by applicable privacy laws and policies in that State or Territory, and may also be protected by the *Australian Immunisation Register Act 2015*.
19. For more information about your privacy, please review the [CVIP Collection Notice](#).

External links

20. If CVIP CYI includes content that is made available by a third party or links to a third party website, then you agree that the Department is not responsible for examining or evaluating the content, accuracy or completeness of that material. The information and links are provided for convenience only.
21. The Department accepts no responsibility for the completeness or accuracy of any of the information contained in or accessed through CVIP CYI and makes no representations about its suitability for any particular purpose. Users should make their own judgements about those matters.
22. The Department excludes all liability for loss or damage arising from the use of, or reliance on, the information contained in or accessed through CVIP CYI whether or not caused by any negligence on the part of the Department or its employees or agents.

Copyright in content

23. CVIP CYI and the information contained within it is subject to copyright protections.
24. Unless stated otherwise, the content (including text, graphics, logos, icons, images, video and audio clips and any other form of information or content and design elements) is owned by the Department or used by the Department with the consent of third parties.
25. Your use of CVIP CYI is by way of a non-exclusive and limited licence as set out in these Terms of Use, and in no way transfers or assigns ownership in any intellectual property rights (including copyright) to you.

General terms

26. To the extent permitted by law:
 - a. the Department makes no warranty, express or implied, that the information on CVIP CYI, or provided in connection with CVIP CYI, is correct or current;
 - b. the Department has used its best endeavours to ensure that the information provided by CVIP CYI is correct and current at the time of publication;
 - c. CVIP CYI is provided on an 'as is' basis and the Department makes no warranties, express or implied, that CVIP CYI will be available, is error free or that any defects with CVIP CYI will be rectified;
 - d. any support services for CVIP CYI are provided 'as is' and the Department makes no warranties, express or implied, that such support services will be available (including during any published support hours); and
 - e. the Department makes no warranty, express or implied, that CVIP CYI will be fit for purpose.
27. To the extent permitted by law, in no event will the Department or the Agency be liable to you for any direct or indirect loss or damage arising in connection with your use of CVIP CYI or any support services or information provided in connection with CVIP CYI, whether through negligence or otherwise, even if the Department or the Agency been advised of the possibility of such loss or damage.
28. The Department may terminate these Terms of Use and your right to use CVIP CYI at any time. If the Department notifies you that your access has been terminated, you must stop using CVIP CYI.
29. These Terms of Use constitute your entire agreement with the Department in connection with CVIP CYI.
30. If any part of these Terms of Use is illegal or unenforceable, the Department may remove it from these Terms of Use and the remaining parts will continue in force.
31. These Terms of Use are governed by the law of the Australian Capital Territory, Australia.

Survivorship

32. The following items survive termination of these Terms of Use:
 - a. **Clause 2;**
 - b. **Privacy and your personal information**, to the extent permitted by law;
 - c. **Copyright in content;**
 - d. **General terms;** and
 - e. **Survival.**
33. Any provision which by implication from its nature is intended to survive termination or expiration, and any rights arising on termination or expiration will survive.

