

# Clinician Vaccine Integrated Platform application

## 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 (**CVIP**) ("**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. As such:
  - a. the Agency will have the benefit of any disclaimer, limitation or exclusion of warranties, 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. Attachment 1 contains additional terms that apply to you if you download CVIP through the Apple "App Store" (the **App Store**).
4. Please read these Terms of Use carefully. By using CVIP , you agree to be bound by them.

### Your use of the CVIP app

5. You must only use CVIP to support the upload of vaccination data to the Australian immunisation Register (**Permitted Purpose**). In order to access and use CVIP , you will be required to create an account, including a password.
6. When you create an account you will be asked to provide your Provider Digital Access (**PRODA**) credentials through a third party website. If you are not registered under PRODA or if you do not login through PRODA, you will not be able to access and use CVIP. More information about PRODA is available from [Services Australia](#).
7. If you are creating an account on behalf of an organisation you warrant that you are an authorised agent of that organisation and that the organisation has agreed to be bound by these Terms of Use.
8. Usernames and passwords are to be kept confidential, in safe custody and you must not allow unauthorised access to same. You are responsible for all activities that occur under your usernames and passwords. You should immediately contact us by phoning 1800 723 471 if you become aware of any unauthorised access to or use of your usernames and passwords.
9. In accessing and using CVIP you must not provide false or misleading information or use CVIP other than for the Permitted Purpose;
10. The Department may cancel your access to CVIP if the Department believes that your access to CVIP has been used to perform unauthorised actions or you are providing false information.
11. The Department grants you a non-transferable, non-exclusive, revocable licence to use CVIP. This is a limited licence and all other rights are reserved by the Department.
12. The licence does not allow:
  - a. Use of CVIP for commercial purposes;

- b. Altering, modifying or reverse engineering any element of CVIP;
  - c. Unauthorised copying or extracting of information from CVIP and separately distributing that information; and
  - d. The use of any of the marks, logos or design layouts in CVIP.
13. The Department reserves the right to withdraw CVIP at any time without prior notice.
14. Your access to CVIP depends on telecommunications, internet service providers, your device's technical specifications and other external factors. The Department does not guarantee the availability of CVIP at all times.
15. Using CVIP will signify your acceptance of these Terms of Use, including acceptance of any changes to these Terms of Use.

## Supporting CVIP

16. The Department may, in its sole discretion, change, add or remove any of the functionality of CVIP. In these circumstances, you may be asked to accept revised Terms of Use.
17. If you do not agree to any amendments to CVIP or these Terms of Use, you (as your sole remedy) should cease to use CVIP and (if applicable) promptly remove it from your device.
18. Further details (including whether technical support is provided and, if so, support hours) are available by phoning 1800 723 471.

## Use of non-personal information

19. 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.

## Privacy and personal information

20. Any personal information collected 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 the *Australian Immunisation Register Act 2015*.
21. For more information about your privacy, please review the [CVIP Collection Notice](#).
22. This clause 22 applies if you (or your personnel) collect personal information from a vaccine recipient for the purpose of inputting that personal information into CVIP. You must (and must ensure that your personnel) only collect personal information in accordance with all applicable laws and clinical guidance. You must (and must ensure that your personnel) only input personal information into CVIP relating to a patient if:
- a. that patient has been provided with, and had an opportunity to read, the [CVIP Collection Notice](#); and
  - b. the patient has consented to receive a COVID-19 vaccination.

## External links

23. If CVIP 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.

24. The Department accepts no responsibility for the completeness or accuracy of any of the information contained in or accessed through CVIP and makes no representations about its suitability for any particular purpose. Users should make their own judgements about those matters.
25. 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 whether or not caused by any negligence on the part of the Department or its employees or agents.

## Copyright in content

26. CVIP and the information contained within it is subject to copyright protections.
27. 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.
28. Your use of CVIP 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

29. To the extent permitted by law:
  - a. the Department makes no warranty, express or implied, that the information on CVIP, or provided in connection with CVIP, is correct or current;
  - b. the Department has used its best endeavours to ensure that the information provided by CVIP is correct and current at the time of publication;
  - c. CVIP is provided on an 'as is' basis and the Department makes no warranties, express or implied, that CVIP will be available, is error free or that any defects with CVIP will be rectified;
  - d. any support services for CVIP 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 will be fit for purpose.
30. 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 or any support services or information provided in connection with CVIP, whether through negligence or otherwise, even if the Department or the Agency been advised of the possibility of such loss or damage.
31. The Department may terminate these Terms of Use and your right to use CVIP at any time. If the Department notifies you that your access has been terminated, you must stop using CVIP and (if applicable) promptly remove it from your device.
32. These Terms of Use constitute your entire agreement with the Department in connection with CVIP. These Terms of Use do not affect any agreement you have in connection with the operation of the App Store/Google Play.
33. 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.
34. These Terms of Use are governed by the law of the Australian Capital Territory, Australia.
35. App Store and Apple are trade marks of Apple Inc. Google Play is a trade mark of Google LLC.

## Survivorship

36. 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.**
37. 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.

## Attachment 1: Additional Provisions for the App Store

1. **Application:** This Attachment 1 applies if you download CVIP via the App Store. If this Attachment 1 applies, then it has priority against the terms elsewhere in these Terms of Use to the extent of any inconsistency.
2. **Parties:** In this Attachment 1, “**Parties**” refers to both you and the Department.
3. **Scope of Licence:** The licence granted to you under clause 11 is for the use of CVIP on any Apple-branded products that you own or control, and as permitted by the usage rules set forth in the App Store terms of service.
4. **Acknowledgement:** The Parties acknowledge that these Terms of Use are concluded between You and the Department, and not with Apple and that Apple is not responsible for CVIP or the content thereof.
5. **Maintenance and Support:** The Parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to CVIP.
6. **Warranty:** CVIP is made available to you free of charge. To the maximum extent permitted by applicable law, Apple will not have any warranty obligations with respect to CVIP.
7. **Product Claims:** The Parties acknowledge that the Department, not Apple, is responsible for addressing any claims by you or any third party relating to CVIP (or your possession and/or use of CVIP), including but not limited to: (i) product liability claims; (ii) any claim that CVIP fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. However, nothing in this clause is intended to affect or derogate from any disclaimer or exclusion of warranty, guarantee, responsibility or liability in favour of the Department set out elsewhere in these Terms of Use.
8. **Intellectual Property Rights:** The Parties acknowledge that Apple is not responsible for the investigation, defence, settlement and discharge of any third party claim that CVIP (or your possession and use of CVIP) infringes any third party’s intellectual property rights.
9. **Legal Compliance:** You represent and warrant that:
  - a. You are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations; and
  - b. You are not listed on any U.S. Government list of prohibited or restricted parties.
10. **Developer Name and Address:** If you have any questions, complaints or claims with respect to CVIP you can contact the Department using the contact details available at <https://www.health.gov.au/about-us/contact-us>.
11. **Third Party Terms of Agreement:** You must comply with any applicable third party terms of agreement when using CVIP.
12. **Third Party Beneficiary:** The Parties acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of Attachment 1 to these Terms of Use and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce Attachment 1 to these Terms of Use against you as a third party beneficiary thereof.