



# Online Compliance Platform

## Terms of use

### Date

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Last updated: 13 July 2021

### 1. Terms of Use

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- 1.1. Welcome to the Online Compliance Platform for responding to the Commonwealth with information it requires to verify medical or dental claims submitted relating to Your Provider number or name under Medicare (the **Platform**). The Platform is administered by the Commonwealth of Australia as represented by the Department of Health and Aged Care (the **Commonwealth**) to assist with managing its compliance functions under legislation.
- 1.2. Each user (**You** or **Your**) must agree to these Terms of Use to use the Platform. You must also comply with any other conditions notified to You by the Commonwealth relating to use of the Platform.
- 1.3. In these Terms of Use:
- a. **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.
  - b. **Department** means the Department of Health and Aged Care.
  - c. **Health Insurance Act** means the *Health Insurance Act 1973* (Cth).
  - d. **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.
- e. **Material** means any information or document lodged by You into the Platform, or communicated by the Commonwealth via the Platform.
  - f. **Medicare Claims** means any claim for Medicare benefits submitted relating to Your Provider number or name for which You have received communications from the Commonwealth in relation to such claim.

- g. **Personal information** has the same meaning as in the Privacy Act.
- h. **Platform** means the electronic platform administered by the Commonwealth, as described in clause 1.1.
- i. **Privacy Act** means the *Privacy Act 1988* (Cth)
- j. **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).
- k. **Response** means any action taken by a user, including information submitted to the Platform, in response to communications from the Commonwealth in relation to one or more Medicare Claims.

## **2. Acceptance**

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- 2.1. These Terms of Use govern the relationship between You and the Commonwealth in relation to Your use of this Platform. By continuing to access the Platform, You accept the Terms of Use as they apply from time to time.
- 2.2. If You do not agree to these Terms of Use, You will not be able to access the Platform and You must cease using the Platform.
- 2.3. Failure to comply with these Terms of Use during Your use of the Platform may, at any time, result in Your access being suspended or terminated.
- 2.4. The Commonwealth may, at its discretion and at any time, update these Terms of Use.

## **3. Access to the Platform**

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- 3.1. You can only access the Platform if:
  - a. You are a Provider;
  - b. You have received communications from the Commonwealth in relation to Your Medicare Claims via the Platform;
  - c. You are seeking to access the Platform via the secure and authenticated means individually provided to You by the Commonwealth;
  - d. You acknowledge and agree that despite Your use of the Platform and any Response You submit, 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;
  - e. You agree to comply with any additional conditions that are applicable to Your use of the Platform; and
  - f. You agree to notify the Department of any changes to Your contact details, at [Voluntary.Compliance.Team@health.gov.au](mailto:Voluntary.Compliance.Team@health.gov.au)

#### **4. Confirmation of identity**

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- 4.1. You confirm that Your personal details, including Your Provider details, match those contained in the correspondence sent by the Commonwealth in relation to the Medicare Claims.
- 4.2. You must not give false or misleading information regarding Your identity.
- 4.3. You must not access this Platform on behalf of any other Provider or individual.

#### **5. Your Obligations**

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##### **Responses**

- 5.1. On each occasion that You save a draft Response or submit a Response, You:
  - a. represent and warrant that You have complied with these Terms of Use;
  - b. represent and warrant that You have complied with the requirements of all applicable laws;
  - c. represent and warrant that to the best of Your knowledge, the information contained in the Response is true and accurate;
  - d. will only submit the minimum required amount of information in Your Response, whether by way of supporting documentation or free text responses, in relation to Medicare Claims;
  - e. understand that the Commonwealth may not be able to accept uploaded information or Materials if the file size exceeds 10MB per file upload;
  - f. undertake to advise the Commonwealth of any changes to information contained in the Response following submission; and
  - g. are fully responsible for any Responses made to the Commonwealth using Your unique access details and authentication code.

##### **Lawful and appropriate use of the Platform**

- 5.2. You agree that You must:
  - a. only use the Platform for Your 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. not share Your access and authentication details with any other person, or allow any other person to use the Platform on Your behalf;
  - e. ensure Your access and authentication details, along with any Material You access or download from the Platform, are secured from unauthorised access and disclosure;

- f. only access Materials to which You have been given express permission by the Commonwealth via the link to the Platform and Materials contained in Your Response;
- g. not attempt to gain unauthorised access to any Materials;
- h. immediately notify the Commonwealth of any unauthorised use of Your Provider profile 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 Platform;
- i. 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 used for the Platform; and
- j. not transmit, or input 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.

5.3. It is Your responsibility to ensure that any files uploaded comply with these conditions.

5.4. You acknowledge that Your access to, and 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 misuse of information obtained from the Platform or disclosure of information contrary to law.

## **6. Audit logs**

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6.1. You acknowledge that Your use of the Platform will be logged for the purpose of security and usage monitoring.

## **7. Collection and disclosure of personal information**

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7.1. The Commonwealth is bound by the Privacy Act and the Australian Privacy Principles (APPs).

7.2. The Department collects, uses and discloses personal information in administering the Platform as part of its Medicare benefits compliance program. We refer to our website [privacy notice](#)

7.3. The Department has an APP [privacy policy](#) which contains information about:

- a. how You may access the personal information the Department holds about You and how You can seek correction of it; and
- b. how You 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.

7.4. Notwithstanding clause 5.2(b), the Department may disclose personal information overseas if Providers access the Platform outside of Australia. All Providers are bound by the Privacy Act.

## **8. Intellectual Property Rights**

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8.1. Materials on the Platform may be protected by Intellectual Property Rights. You must not use any Material on the Platform 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 Commonwealth is not liable if You breach an owner's Intellectual Property Rights.

8.2. You grant (or will procure) a royalty-free, non-exclusive licence for the Commonwealth to use, reproduce and adapt the information and Material included in any Response You lodge in the Platform. You acknowledge and agree 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.

## **9. Liability**

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9.1. You remain solely responsible and liable for complying with all applicable laws in connection to Your use of the Platform.

## **10. Termination of access**

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10.1. If You:

- a. breach any of these Terms of Use or other conditions imposed by the Commonwealth regarding Your use of the Platform; or
- b. engage in misleading, deceptive, fraudulent, immoral or illegal conduct,

the Commonwealth may, without limiting its rights, terminate Your access to the Platform, or suspend for any period of time, Your use of the Platform. The Commonwealth reserves the right to pursue legal action.

## **11. Disclaimer**

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11.1. You agree that Your use of the Platform is entirely at Your own risk, and You have made Your own assessment on the risk of use of the Platform and any Materials on the Platform.

11.2. You agree that Responses and other Material input via the Platform may be accessed by other users who are permitted access by the Commonwealth for the purposes of carrying out the Commonwealth's compliance and other functions, and for operating and administering the Platform.

11.3. The Commonwealth gives no warranty in connection with the Platform and its Materials and cannot guarantee that the use of the Platform and its Materials will

be uninterrupted or error free, that any defects Platform and its Material will be corrected, or that the Platform is free of harmful code.

- 11.4. 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.
- 11.5. 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.
- 11.6. 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, You acknowledge 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.
- 11.7. 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 Platform or its Materials.
- 11.8. Where the Platform 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.

## **12. General**

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- 12.1. You cannot assign Your 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.
- 12.2. A reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision.
- 12.3. 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.
- 12.4. You are not by virtue of these Terms of Use an officer, employee, partner or agent of ours, nor do You have any power or authority to bind or represent us. You agree to not misrepresent Your relationship with us.
- 12.5. 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.
- 12.6. 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.