

## User Access Agreement for ADFDirect Portal

In this Agreement, "we", "us" and "our" means each of Medibank Health Solutions Pty Limited and the I-MED Group, including I-MED Network Ltd and its associated entities, and "you" and "your" means the individual or entity (eg company or partnership) entering into this Agreement with us.

### Background

- A. Privacy law requires us to take reasonable steps to ensure that any access to individuals' personal information (including health information) is protected from misuse, interference and loss, from authorised access, modification or disclosure, and is restricted to authorised persons and for justified medical treatment purposes only. We also need to ensure our electronic systems and networks ("ADFDirect Portal") are protected from viruses, other malware and unauthorised entry.
- B. We therefore require every individual and entity who wishes to use our ADFDirect Portal to agree to this User Access Agreement, agreeing to comply with certain restrictions, and to act in a way that maintains privacy for our patients, referrers and staff, and security of our information systems. As part of this, you will also be agreeing to us conducting regular audit of any or all episodes of access to this ADFDirect Portal, for the purpose of monitoring compliance.

### Access Agreement

In consideration of, amongst other things, our providing you with access to the ADFDirect Portal, you agree as follows:

1. You agree to comply at all times with our policies, as notified to you from time to time, including policies related to the security and privacy of electronic records.
2. You will keep your username and password absolutely confidential.
3. You will act responsibly to maintain the security and integrity of the information systems that you use, so as to minimise the chance of any problems or security breaches for us.
4. You will only look at a patient's medical imaging records for the purposes of providing diagnostic or treatment services to that patient and not for any other reason.
5. You must not browse through a patient's records or access records that you are not required to see for the purposes of providing diagnostic or treatment services to the relevant patient: that is strictly prohibited.
6. You will ensure that unauthorised people cannot gain access to this ADFDirect Portal and any confidential information where such access by unauthorised people is reasonably within your control to prevent.
7. If you need to copy or print images or other information from the ADFDirect Portal, you will also treat them as confidential medical records and store them accordingly.
8. You agree to co-operate with any audit by us or our agents of your access to the ADFDirect Portal.
9. You understand your responsibility for respecting patients' privacy and protecting the confidentiality of information to which you have access, and will comply with all privacy laws, codes and guidelines including, but not limited to, the Commonwealth Privacy Act 1988 (as amended or replaced from time to time), codes of practice and obligations of professional confidentiality relevant to your profession.
10. You agree to us revoking your access to this ADFDirect Portal in the event of any breach by you (or by Health Professionals to whom we give ADFDirect Portal access in reliance on your execution of this Agreement) of the terms and conditions of this Agreement.
11. If you are an entity:
  - a. The individual who signs/accepts the terms of this Agreement on your behalf represents and warrants that he or she has the authority to sign this Agreement on your behalf; and
  - b. You must ensure that all Health Professionals to whom we give ADFDirect Portal access in reliance on your execution of this Agreement adhere to the terms of this Agreement (and are given a copy of the terms of this Agreement for their reference).
12. You agree that you will be responsible for all costs associated with your use of the ADFDirect Portal, including without limitation, all telecommunication costs, data usage and systems to view information provided by the ADFDirect Portal.
13. You indemnify each of us in relation to all losses, damages, actions, claims, penalties, costs or expenses which may be brought against, suffered or incurred by us as a direct or indirect result of your failing to comply with any of the terms set out above.

User Full Name (PLEASE PRINT): .....

User Signature: .....Date: .....

User Email address: .....

Provider No.: .....AHPRA No.: .....

Practice Name: .....

Practice Address: .....

Please complete and sign this form and attach to your application at <https://adfdirect.com.au>