



In this Agreement, “we”, “us” and “our” means I-MED Radiology Network Limited (ACN 093 625 346) 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 unauthorised access, modification or disclosure, and is restricted to authorised persons and for the provision of health services only (being the purpose for which it was collected). We also need to ensure our electronic systems and networks, including I-MED Online (“**System**”) are protected from viruses, other malware and unauthorised entry.
- B. We therefore require every individual or entity who wishes to use our System 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. If you wish to access the System, you will also be agreeing to us conducting regular audits of any or all episodes of access to this System, for the purpose of monitoring compliance with the terms of access and use of the System.

Access Agreement

1. In consideration of, amongst other things, our providing you with access to the System, you acknowledge and agree as follows:
 - a) that you have read and will comply at all times with our Privacy Statement and Terms of Acceptance.
 - b) to access a patient’s medical imaging records for the sole purpose of providing diagnostic or treatment services to that patient.
 - c) to not browse through a person’s records or access records of any person other than a patient for the purposes of providing diagnostic or treatment services to the relevant patient; such conduct is strictly prohibited.
 - d) that any images or other information copied or printed from the System, are health information and must only be copied or printed for the purpose of providing diagnostic or treatment services to your patients. If you need to copy or print images or other information from the System, these will form part of your patients’ confidential medical records and you must store them accordingly.
 - e) to take all reasonable steps to maintain the security and integrity of your information systems, including by installing and maintaining appropriate firewalls and malware prevention and detection programs, recognising the importance of maintaining security relating to the System and ensuring that no other person can obtain access to the System.
 - f) to notify us immediately if you become aware of any actual or threatened breach of security relating to the System, and to take all steps reasonably required to assist us to manage or mitigate any risks, including to patients, and to investigate the threatened or actual breach.
 - g) to co-operate with any audit by us or our agents of your access to the System.
 - h) that you are responsible for respecting patients’ privacy and protecting the confidentiality of information to which you have access, and will comply with all privacy obligations under the *Privacy Act 1988* (Cth) (as amended or replaced from time to time) and all other relevant privacy laws and codes, including professional codes relating to patients’ privacy and confidentiality (“**Privacy Laws**”), in accessing, using, disclosing and storing information made available to you via the System.
 - i) to not submit, post, upload, email or otherwise send or transmit to the System anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the System.
 - j) to not interfere with the System or the servers or networks underlying or connected to the System.
2. If you are an individual:
 - a) you represent and warrant that you are a registered medical practitioner;
 - b) you must keep your username and password securely stored and absolutely confidential at all times and take steps to ensure that no other person is able to ascertain your user name and password, including not providing them to any other person. To the extent that the functionality of the System does not already require you to do so, you must change your password regularly; and
 - c) you must immediately notify us if your username/s and password/s have been lost or stolen.



Individual User Access Agreement

3. If you are an entity:
 - a) you must procure that each of your employees, contractors or agents to whom we issue username/s and password/s in reliance on your execution of this Agreement ("**End Users**") keep their username/s and password/s securely stored and absolutely confidential at all times and take steps to ensure that no other person is able to ascertain their user name/s and password/s, including not providing them to any other person. To the extent that the functionality of the System does not already require an End User to do so, you must procure that each End User changes their password regularly.
 - b) you accept full responsibility for the username/s and password/s issued to the End Users, all activities that occur under the username/s and password/s, regardless of whether the activities are undertaken by the End Users, and any breach that arises from the misuse of such username/s and password/s;
 - c) you agree that the access rights (including the username and password) of any End User cannot be shared or used by more than one individual, unless the right is reassigned in its entirety to another individual authorised user in which case the first user shall no longer have any right to access the System;
 - d) you must procure that each End User complies with the obligations under this Agreement and is given a copy of the terms of this Agreement for their reference;
 - e) you must take reasonable steps to ensure that unauthorised people cannot gain access to this System and any confidential information, including maintaining appropriate security systems;
 - f) if you become aware of any breach or potential breach of the obligations under this Agreement by an End User, you must immediately notify us and take all steps reasonably required to assist us to manage or mitigate any risks, including to patients, and to investigate the threatened or actual breach; and
 - g) 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.
4. You indemnify and hold us harmless in relation to all losses, damages, actions, claims, 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 and conditions of this Agreement, including without limitation your failure to implement appropriate safeguards to maintain the security and integrity of the System and your failure to comply with Privacy Laws.
5. We may revoke your access to this System in our absolute discretion in the event of any breach, suspected or likely breach by you (or if you are an entity, by End Users) of the terms and conditions of this Agreement or other terms and conditions notified to you from time to time.
6. You agree that you are solely responsible for all costs associated with your use of this Service, including without limitation, all telecommunication costs, data usage and systems to view information provided by the System.

PLEASE COMPLETE THE FOLLOWING IN BLOCK LETTERS

Full Name:

Speciality: Provider Number (Example 1234567Y):

Email Address:

AHPRA Registration Number:

Practice Name:

Practice Address:

Mobile Number: Computer System: PC Mac

Date: Signature:

Please email your completed form to: referrer@i-med.com.au or fax to (03) 8587 5189

Contact your local Customer Relationship Manager or our Referrer IT Support Hotline on 1300 147 852 if you have any queries.