



Terms of Use

Full Terms - Version 0.11

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If you are experiencing a medical emergency, call 000 or visit your nearest hospital. Manage My Care (the 'Application') is not a tool for requesting or receiving urgent medical attention.

Please read these Terms of Use ('Terms') carefully before downloading or using the Manage My Care application or web portal. You must agree to the below Terms to use the Application, including that you provide consent for your personal information to be collected used and disclosed as detailed in these Terms and that you understand the responsibilities, limitations and possible risks associated with your use of the Application.

In these Terms, 'we', 'us' or 'our' refer to the Western Australian (WA) Health System. 'You' and 'your' refer to both you as a patient Account Holder and you as a patient's Carer Account Holder.

Manage My Care is an online service which enables patients and their Carers to access certain aspects of the patient records stored and maintained by us and NEXA Group Pty Ltd (NEXA). Manage My Care is operated by NEXA on behalf of us.

1. Definitions

Account holder means a person with a Manage My Care Account;

Adult means a person who is 16 years old or older;

Application means the Manage My Care web portal and application;

Authorised Contact means a Carer listed as a Contact within the Patient Administration System and, if not a minor, has been approved by the patient as being able to link to the patient's health information profile within Manage My Care;

Carer means a person or persons who provides unpaid care and support to family members and friends who may have a disability, mental illness, chronic condition, terminal illness, an alcohol or other drug issue or who are frail aged, and parent/guardians of Minors;

Contact mean a person who is listed on the WA health system Patient Administration System as a patient's Next of Kin, Preferred Contact or Other Contact;

Department of Health means the entity within the WA Health System who, on behalf of the State of Western Australia, has contracted NEXA to deliver the Application;

Device means laptops, computers, tablets, smartphones or any other internet enabled equipment used to access the Application that the Account Holder is at all times responsible for;

Guardian means a person who has the legal authority (and the corresponding duty) to care for the personal and property interests of another person;

Health Service Providers means the legal entities within the WA Health System that provide public health services to the local areas and communities;

Linked Manage My Care Account means a Manage My Care account that has been successfully linked to a patient record in the WA Health System Patient Administration System;

Manage My Care Account means an account to access the Application which may or may not be linked to a patient record on the WA Health System Patient Administration System;

Minor means a person who is younger than 16 years old;

Natural Person means you are an individual human being, not a corporate entity, a robot, a software program etc.;

NEXA means NEXA Group Pty Ltd, an Australian company who has been contracted by the WA Department of Health to develop and deliver Manage My Care;

Outpatient Direct means the contracted telephone service that assists some WA public hospital patients to manage their outpatient appointments;

Patient means a person who has been, is being, will, or may be provided with health treatment or care in WA public hospitals;

Patient Administration System means, relevant to the Application, the WA Health System Patient Administration System, webPAS, that stores your public outpatient hospital information;

Personal Information has the meaning given in the Freedom of Information Act 1992 (WA) in the Glossary at Clause 1;

Suggestions means any feedback, comments, ideas, improvements or suggestions provided by you to us with respect to the Application;

Unique Medical Record Number (UMRN or U/R) means the unique patient identifier used by all WA public hospitals consisting of seven numeric characters prefixed by an alpha character;

Updates means enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications;

WA Health System means the Department of Health, Health Service Providers, and to the extent that contracted health entities provide health services to the State, the contracted health entities.

2. Overview

To fulfil the functions of the application, we need to collect, use and disclose personal information. We do this as permitted by the *Health Services Act 2016 (WA)*; and NEXA do this as set out in their Products Privacy Policy. This is explained further in these Terms, and may involve us disclosing the personal information that we collect about you to the following parties:

- Authorised Contacts
- The contractor who operates the Application (NEXA)
- The contractor who operates Outpatient Direct (Medibank Health Solutions Pty Ltd)

Linking to a patient record in Patient Administration System

If you want to use the Application you will need to link your Manage My Care Account to your WA Health System patient information. This will require NEXA to collect some personal information to verify your identity, including your U/R, name and date of birth. If you are linking your Manage My Care Account to view the patient information of a patient you care for as their Authorised Contact, NEXA will also collect your name as well as the patient's U/R, name and date of birth. This information will not be disclosed to anyone else other than NEXA.

If you wish to link to the patient information of a patient you care for, NEXA will use your personal information provided to notify the patient that you are requesting to link to their patient information. This is to confirm that the patient authorises you to access their personal information as an Authorised Contact.

If you choose not to link to

Information in the Application

We collect, use and disclose the following personal information so that you can use the Application:

Information collected from you – Us and NEXA may collect personal information that you have chosen to provide. This could include information such as a request to reschedule an appointment, a request to update your demographic details (e.g. name, address, phone number) you have chosen to include in the Application. Personal notes you make within the Application are stored on the Device and are not collected by us or NEXA.

Information collected from the Patient Administration System – we will share personal and health-related information from the WA Health System Patient Administration System i.e your U/R, your demographic details, demographic details of your Contacts, outpatient appointment details (e.g. clinic, appointment time and location) and outpatient referral details (e.g. referrer, triage category, referral priority code) with NEXA.

Information associated with your Manage My Care Account – NEXA will collect and store information associated with your Manage My Care Account including

your email address, password and pin. All information collected, stored and maintained by NEXA is done in accordance with NEXA's Products Privacy Policy.

Your personal information and other data detailed in Clauses 18, 19 and 20, will not be provided to any other parties other than detailed in these Terms, or sold or used for marketing or advertising purposes.

We will retain ownership of all data entered into the Application. However, for the purposes of delivering the Application, NEXA collects, stores, maintains, and shares information about you in accordance with its Products Privacy Policy, which is available at <https://nexa.com.au/nexa-group-privacy-policy/>. No data will be extracted for NEXA marketing or analysis purposes unless under our authority.

Storage and security

The protection of your personal information is something we take very seriously, and we are committed to keeping it secure. We take significant precautions to protect personal information from misuse and loss, and from unauthorised access, modification or disclosure.

Personal information will be stored in the NEXA-controlled Amazon Web Services (AWS) Australian private cloud environment. The AWS Data Privacy FAQs describes how AWS stores and secures data and is available <https://aws.amazon.com/compliance/data-privacy-faq/>

We ensure us and NEXA have a range of industry standard measures in place to protect information available in the Application including:

- Strong authentication processes to provide access to authorised users only;
- Use of encryption protocols which comply with Australian encryption standards;
- Proactive security measures and rigorous security assurance processes, including regular risk assessments, Vulnerability Assessment and Penetration Testing of the NEXA AWS, and pre-release testing prior to implementation of new system functionality;
- Educating our employees and contractors on their obligations when handling personal information, including compliance and authentication requirements;
- Provision of an audit trail for each Manage My Care Account Holder;
- Established processes to identify and revoke unauthorised access;
- Strong password and PIN management policies that are in line with industry best practice;
- AWS Data Centres rated above Tier 4 and earned Defence Level 4 rating;
- Information will not be stored outside of Australia; and
- Contracted third parties must process personal information in accordance with their obligations under Privacy Act 1988.

3. Privacy and confidentiality

We will treat any personal or health information you provide via the Application in accordance with:

- Health Services Act 2016 (WA)
- DoH Information Management Policy Framework
- DoH Information Communication Technology Policy Framework
- DoH Information Security Policy Framework
- Privacy Act 1988 (Cth)
- Australian Privacy Principles (APPs)

For the purpose of delivering the Application, NEXA collects, stores, maintains, and shares information about you in accordance with its Products Privacy Policy, which is available at <https://nexa.com.au/nexa-group-privacy-policy/>. By accepting these Terms, you acknowledge that you hereby agree and consent to the terms and conditions of the NEXA Products Privacy Policy.

NEXA will maintain control over the content within the AWS environment. The stored data is encrypted using AWS Encryption Keys that are controlled by NEXA, to ensure privacy and data security. AWS is not authorised to use customer content or derives information from it for other purposes such as marketing or advertising.

4. Why these Terms of use are important

These Terms are a legal agreement between you and us and they govern the responsibilities of all parties and your use of the Application.

These Terms apply whether you are a patient or an Authorised Contact, or if you are accessing the Application via the application or web portal.

By being an Account Holder, you agree to be bound by these Terms.

Importantly, this means making sure you know and follow your responsibilities.

If you disagree with any part of the Terms and do not accept them then you will not have access to the Application. Your clinical care will not be impacted if you choose to decline these Terms.

5. Changes to Terms of use

When we make changes to these Terms, including any changes to the scope of information that is accessed via the Application, you will be notified that changes have been made.

The new Terms will replace any Terms you may have previously accepted.

6. Who can have a Manage My Care Account

To create a Manage My Care Account you will need access to an internet enabled Device.

To have a Manage My Care Account you must be a 'Natural Person' and have a unique email address. By accepting these Terms, you warrant that you are at least 16 years old and that you understand and will comply with these Terms.

6.1 Adult Account Holders accessing adult patient information

Adult Account Holders may link their Manage My Care Account to their own patient information in the Patient Administration System.

Carers can request access to an adult patient's information if they are listed as a 'Contact' in that patient's Patient Administration System record. Patients can add or delete Contacts in the Application.

In the case of a patient being unable to consent to the access, the Account Holder can apply in writing via managemycare@health.wa.gov.au with the relevant information to confirm that the patient is unable to consent.

6.2 Adult Account Holders accessing minor's information

In general:

6.2.1 a minor patient's Carer has the right to gain access to their child's information through Manage My Care up until the minor is 16 years old;

6.2.2 from 16 years of age, only the patient will have direct access to Manage My Care. Contacts can gain access to a patient's information as per clause 6.1;

6.2.3 The level of access Carers are provided to the Manage My Care Account Holder will depend on the Carer's relationship with the minor as listed within the Patient Administration System.

7. Your responsibilities

If you do not comply with the responsibilities set out below, we may lock, suspend or terminate your Manage My Care Account and in some instances, it is possible you could face civil or criminal penalties.

You are responsible for your Manage My Care Account and ensuring no one else can access it. If you do not keep your personal information secure, it is possible someone could pretend to be you online and obtain your information via the Application.

In accessing and using the Application, you understand and agree that you will:

- provide us information that is accurate, complete, and current. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your Manage My Care Account;
- keep your password and PIN that you use to access the Application secure and private at all times;
- regularly change your password and pin;
- be fully responsible for activities that relate to your account or your password or pin;

- not access or seek to access any other person's Manage My Care Account you are not permitted to access;
- notify us immediately upon becoming aware of any breach of security or unauthorised use of your account. You can do this by contacting managemycare@health.wa.gov.au;
- keep your demographic details (such as your address and mobile number) accurate in the Application and the Patient Administration System. You can update some of your details in the Application however some changes (e.g. change of name) will need to be made in person at the hospital as supporting documentation will need to be sighted;
- keep your Contacts details accurate and up to date;
- ensure that your computer and/or mobile Device are sufficiently secure to ensure that your Manage My Care Account is not inadvertently disclosed to or accessed by unauthorised persons;
- satisfy yourself that your access to the Application on any shared or public computer and/or mobile Device is consistent with your privacy requirements; and
- ensure that the computer and/or mobile Device you use to access Manage My Care has appropriate security controls enabled.

Manage My Care notification settings

You should keep your mobile Device notification settings for Manage My Care turned on, so you know when a new message is available in the Application.

You are responsible for reading all your messages in a timely manner.

If you incorrectly receive a message addressed to another person other than yourself or someone you are an Authorised Contact for, you must notify Outpatient Direct on 1800 517 133 immediately.

Notifications will not automatically appear in a web browser if Manage My Care is not logged in. Users can view all notifications by logging into the application.

8. Deactivation of accounts

Your access or account may be locked, suspended or terminated at any time or for any reason in our sole and absolute discretion, including without limitation, as follows:

8.1 Misuse

Your account may be locked, suspended or terminated if you breach any of these Terms.

8.2 By user

An adult patient may remove an Authorised Contact's access to their patient information at any time by updating their Contacts listed in the Application.

A user may deactivate their own account at any time, this account can be reactivated by the same user at any time without any impact on the set up or functioning of the account.

8.3 Patient turns 16

Authorised Contact's access to Manage My Care will be automatically terminated when a patient turns 16. You will be reminded at 60 days and at two days before this date of this upcoming change. If the patient is intellectually impaired, or there are other lawful reasons why you require continued access without the patient's express permission contact managemycare@health.wa.gov.au.

8.4 Reactivation

An account deactivated by the user can be reactivated at any time without any impact on the account set up.

An account deactivated by us can only be reactivated by us. Applications to request reactivation can be submitted via managemycare@health.wa.gov.au.

8.4 Deletion

A user can delete their account at any time. If you delete your account, NEXA will break all links between your Manage My Care Account and the Patient Administration System. If you wish to recreate a Manage My Care Account, you must complete a creation process and also repeat the process to create a Linked Manage My Care Account.

9. What we are responsible for

We are responsible for ensuring us and NEXA:

- take reasonable steps to ensure the security of your personal information while it is being collected by, stored or passing through the Application;
- handle your personal information in accordance with Clause 3. Privacy and confidentiality;
- complete application updates, bug fixes, patches to the Application; and
- providing you with updated Terms.

10. Banned uses of the Application

You must not use the Application:

- to gain unauthorised access to a Manage My Care Account or Linked Manage My Care Account;
- to participate in any illegal or fraudulent activity;
- to cause disruption to the Application;
- in a way that infringes a person's rights or prevents them from using the Application;
- in any way that may harass, cause distress or inconvenience others; or
- to post or send unlawful, defamatory, offensive or scandalous material.

11. Disclaimer

The information displayed on the Application is provided voluntarily by us as a public service and is made available in good faith. While we use our best endeavours to ensure the Application is available and accessible all times, that

there are no errors and remain secure, we are unable to guarantee that there will not be unexpected outages, times when information displayed is not entirely accurate, or there are security risks.

The Application is made available to you on an 'as is' and 'as available' basis and at your own risk. To the maximum extent permitted by law, we make no representation, provides no express warranty or guarantee, and excludes all liability and any implied warranties (whether implied by statute or otherwise) in connection with:

- the Application being provided error-free or without interruption (including without limitation the availability of internet connections or other telecommunications systems); or
- the accessibility, availability, accuracy, quality, currency or reliability of the Application or any linked site, or third party materials, information, products or services promoted or accessed via the Application or any linked site; or
- the functionality, features and performance of the Application (we may withdraw, suspend or discontinue any functionality or feature at any time); or
- the security of the Application or any linked site, or the safety of any file or software associated with them (such as safety from any virus or defects including those which could damage or interfere with your data, hardware or software). Please note, we will continue to review the measures we take to ensure your information is kept safe and secure (as detailed in Clause 2),

If the Application is not available or accessible or you are aware of an error contact us at managemycare@health.wa.gov.au.

12. Limitation of liability and indemnity

We shall not be liable for any direct, indirect, consequential, incidental, special or punitive losses, costs, expenses or damages (Losses) whether in contract, tort or otherwise (including negligence) arising out of or in connection with Manage My Care, related services and products, content or information contained within Manage My Care or any linked site, or our performance or non-performance of its obligations under these Terms, even if we have been advised of the possibility of that damage.

To the extent permitted by law you agree that in the event of any problem with Manage My Care, any services provided in connection with Manage My Care or any dealings between you and us:

- your sole remedy is to cease using Manage My Care or any information, materials, or services provided to, or accessed by you, in connection with Manage My Care;
- you release us and hold us harmless from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental, consequential, known and unknown, suspected

and unsuspected, disclosed and undisclosed) arising out of or in any way connected with your use of Manage My Care; and

- you waive the provisions of any law limiting or prohibiting a limitation and release as set out in this clause.

You agree to indemnify us for any Losses claimed by any party in relation to your use of Manage My Care in breach of these Terms.

13. Intellectual Property

The Application, excluding patient information, is owned by us and is protected by Australian and international copyright and other intellectual property laws.

14. General

These Terms and associated documents, as amended by us from time to time in our absolute discretion, constitute the agreement between us and you in connection with the Application.

If any element of these Terms is held to be invalid, unenforceable or illegal for any reason, the remaining part or parts of the Terms will continue in full force. These Terms are governed by the laws in force in the State of Western Australia and applicable Federal Laws. By using the Application you unconditionally submit to the jurisdiction of the courts of the State of Western Australia and all courts with jurisdiction to hear appeals from those courts, and Federal courts as relevant.

15. Consent

You warrant that you are able to give consent under Australian Law or, in the event that you do not have the capacity to give consent, you warrant that your Guardian has given any consent required under these Terms on your behalf.

You hereby expressly and voluntarily grant your informed consent to us to deal with your personal information in accordance with the Terms. Should you retract your consent, please contact managemycare@health.wa.gov.au. If you retract your consent, you acknowledge and agree that you will not have to the full functionality of the Application.

16. Updates to Application

We may provide Updates that may modify or delete certain features and/or functionalities of the Application. You agree that we have no obligation to provide any Updates, or continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be deemed to constitute an integral part of the Application, and subject to these Terms.

17. Your Suggestions

Any Suggestions provided by you to us with respect to the Application shall remain the sole and exclusive property of us. We shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

18. Data collected if accessing on a mobile Device

When you access the Application via a mobile Device, we may collect certain information automatically, including, but not limited to, the type of mobile Device you use, your mobile Device unique ID, the IP address of your mobile Device, your mobile operating system, the type of mobile Internet browser you use and other statistics.

19. Location Information

We may use and store information about your location, if you give us permission to do so. We use this information to provide features on the Application, to improve and customise the Application. You can enable or disable location services when you use the Application at any time, through your mobile Device settings.

20. Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

We use cookies to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of the Application. We send a session cookie to your computer when you log in to your account. This type of cookie helps if you visit multiple pages on the Application during the same session, so that you don't need to enter your password on each page. Once you log out or close your browser, this cookie expires.

We also use longer-lasting cookies for other purposes such as to display your content and account information. We encode our cookies so that only we can interpret the information stored in them. Users always have the option of disabling cookies via their browser preferences. If you disable cookies on your browser, please note that some parts of the Application may not function as effectively or may be considerably slower.

21. Contact Us

If you have any questions about these Terms, please contact us at managemycare@health.wa.gov.au