

Terms of Use - SpotOnHealth HealthPathways website

Your use of this SpotOnHealth HealthPathways website <https://spotonhealth.healthpathwayscommunity.org/index.htm> (*Website*) constitutes your acceptance of these Terms of Use as a legally binding agreement between you and Metro South Hospital and Health Service ABN 86 834 068 616 (*MSH*), which takes effect each time you use the Website, including the date, if any, that you subscribe for Subscriber Updates and use the 'Send Feedback' function. If you do not agree with these Terms of Use, you must cease using the Website immediately and cancel your subscription (if applicable).

These Terms of Use may change and it is your responsibility to ensure you are aware of any changes to these Terms of Use each time you utilise the website.

1. Acknowledgement and Agreement

By your use of the Website, you acknowledge the Website is for your personal use only and agree that it:

- is for the care and management of patients within the Brisbane South region and has been localised by MSH through collaborations between Brisbane South PHN, general practitioners, hospital specialists, allied health providers, non-government organisations and peak bodies (jointly and severally the *Collaborators*)
- provides guidance, particularly for general practice teams, and possibly for other registered health practitioners to support assessment and management of patients with a number of different conditions, and contains information resources which you may deem suitable for use by patients
- is not for access or use by non-registered health practitioners or patients, but may be accessed by non-registered employees of Queensland Health or Brisbane South PHN (*PHN*)
- although evidence based, is not intended to be and should not be used as clinical guidelines, therefore you must exercise your own clinical judgement, use pertinent clinical data when treating your patient and source additional prescribing information because the Website only includes some treatment recommendations which may or may not suit your patient

You also acknowledge and agree:

- it is your responsibility to verify all Website information including its accuracy and completeness (even although Website information will be updated from time to time)
- the inclusion of links to other websites or health providers is not a recommendation or endorsement of any health provider, health practitioners or their services by HealthPathways, MSH, the Collaborators, the State of Queensland acting through Queensland Health (the *Department*) or the State of Queensland
- the warning banner across the top of non-localised pages 📌 *Page not yet adapted for Brisbane South* notifies you that the page content has not yet been localised and reflects content developed in New Zealand by the Canterbury Initiative (Note: non-localised New Zealand content may contain useful condition-management information, however, use of your judgement as to the appropriateness for your patient in your location is required)
- information in the Request sections is under development and may be incomplete or in some way inaccurate (PLEASE TELL US - click the Send Feedback button on the page)

2. Disclaimer

By your use of this Website, you acknowledge that you have read and understood the terms of the following Disclaimer:

The materials/information available on or through the Website are distributed by MSH with the authority of the Department as an information source only. The materials/information is provided solely on the basis that users of the Website will be responsible for making their own assessment of the material/information presented and are advised to verify the quality, accuracy, context, currency, completeness and suitability of materials/information relied upon.

The materials/information contained or referenced within the Website do not constitute professional advice and should not be relied upon as such.

Nothing contained or referenced in the Website should be considered a substitute to a health professional's advice or used to diagnose, treat or cure any medical condition and it should not be used for therapeutic purposes.

Clinical materials/information available on or through the Website do not replace clinical judgement.

In some cases, materials/information may incorporate or summarise views, guidelines or recommendations of third parties and does not necessarily reflect the views of MSH, the Collaborators, the Department or the State of Queensland, or indicate a commitment to a particular course of action.

No warranty is given by MSH, the Collaborators, the Department or the State of Queensland that:

- *uninterrupted access will be provided at all times to the Website or any sites linked to it, or*
- *the materials/information available on or through the Website is free of infection by computer viruses or other contaminations*

Provision of external links in the Website does not constitute endorsement or support by MSH, the Collaborators, the Department or the State of Queensland for the information, products, services or persons associated with the related sites noting, that the materials/information available by using these links is not created, controlled or approved by MSH, the Collaborators, the Department or the State of Queensland and no responsibility is taken by any of them for the consequences or claims that may arise from viewing or using such materials/information.

You are authorised to access materials/information through the Website. You must not post, publish, distribute, disseminate or otherwise transmit any contents or links to the Website in any manner that it is unlawful, or which may defame, discriminate, offend, interfere with privacy or infringe copyright or other intellectual property rights.

MSH, the Collaborators, the Department or the State of Queensland disclaim, to the maximum extent permitted by law, all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages and costs incurred for any reason associated with the use of the Website, including that the materials/information available on or through the Website are in any way inaccurate, out of context, incomplete or unavailable.

For information about copyright and privacy applicable to the Website, please go to www.spotonhealth.org.au.

3. Limitations of Use

You must:

- use the Website in accordance with these Terms of Use
- not copy, transmit, distribute, reproduce, licence, alter, reverse engineer, adapt or modify the whole or any part of the Website in any way whatsoever
- not use the Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or hacking into or inserting malicious code, destruction of data, including viruses, or harmful data, into the Website
- not use the Website in any way that could damage, disable, overburden, impair or compromise the Website
- comply with any applicable law and regulation relating to downloading content or applications used or supported by the Website.

4. *Subscription and email notifications*

As part of the optional subscriber services, you can choose to receive Subscriber Updates (*Subscriber Updates*). If you choose to receive Subscriber Updates then the Website will generate Subscriber Updates by sending emails to your nominated email address and you acknowledge and consent to receipt of these Subscriber Updates. You may choose to stop receiving Subscriber Updates at any time by selecting the Unsubscribe option under the Subscribe to Updates within the Website's headline banner.

5. *Termination*

MSH:

- may cancel or suspend your use of the Website at any time, with or without notice, if you have breached the Terms of Use or broken any law
- reserves the right to cease operating the Website at any time, without notice.

You may cease using the Website, at any time, if you do not agree to these Terms of Use.

6. *Intellectual Property*

All intellectual property rights in the Website, including design, text, graphics, video, logos, icons, sound recordings and all software relating belong to or are licensed by Streamliners NZ Limited or MSH.

You may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the Website on your browser), store, modify, distribute, print, upload, display, perform, remove any credits, publish post frame within another website or application, or create derivative works from any part of the Website or commercialise any information obtained from any part of the Website without our prior written permission or, in the case of third party material, from the owner of the intellectual property rights in that material.

7. *Privacy*

You acknowledge that your personal information and your feedback collected as part of the "Send Feedback" and "Subscribe to Updates" functions will be held on an Australian server hosted and administered by Streamliners NZ Limited, a New Zealand based third party on behalf of MSH. This information is collected for the purpose of operating the Website and providing you with clinical materials/information. In addition, MSH may collect and use your personal information in accordance with its Privacy Policy. MSH protects, collects and manages your personal information in accordance with the *Information Privacy Act 2009* (Qld), and requires Streamliners to do the same. MSH may be required to disclose personal information by applicable law, under compulsion of law by a court or government agency. For information on how to gain access to your personal information, how we use your personal information, provision of contact details and other privacy matters, please see our Privacy Policy at www.spotonhealth.org.au.

You also acknowledge that the Website uses Google Analytics to collect information about the use of the site. For more information about Google's ability to use and share information collected by Google Analytics about your visits to this site please see the [Google Analytics Terms of Use](#).

8. *Limitation of Liability and Indemnity*

Subject to the following paragraph, MSH, the Collaborators, the Department or the State of Queensland is not liable for any loss or damage, however caused (including, but not limited to, by our negligence), suffered by you in connection with these Terms of Use or your use of the Website.

If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in respect of goods or services supplied, and MSH, the Collaborators, the Department or the State of Queensland's liability for breach of that guarantee may not be excluded but may be limited, MSH, the Collaborators, the Department or the State of Queensland's liability for such breach is limited to, in the case of a supply of services, supplying the services again or paying the cost of having the services supplied again.

You agree to indemnify MSH, the Collaborators, the Department or the State of Queensland for all damages, losses, penalties, fines, expenses and costs (including legal costs) that arise out of or relate to your use of the Website in breach of these Terms of Use, your negligent or unlawful acts, any information that you provide via the Website or any damage that you may cause to the Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and contraventions of the *Competition and Consumer Act 2010* (Cth).

9. Your risk

You access and use the Website entirely at your own risk.

10. Release and Indemnity

You hereby RELEASE MSH, the Collaborators, the Department or the State of Queensland, their directors, officers, employees, contractors, agents and representatives (jointly and severally *those Indemnified*) from any and all claims whether in contract, tort (including, without limitation, negligence) or equity that you may have against any of them, in connection with, or arising out of, or incidental to, your access to or use of the Website including, but not limited to, downloading any information and materials in or from the Website AND INDEMNIFY those Indemnified from and against any loss or damage or liability incurred by you from use of the Website in breach of the Terms of Use.

11. Governing law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws in force in the State of Queensland, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.