

## Terms of Access and Use – Health Practitioners

### Introduction

Before accessing and using QScript, you must carefully read, and agree to, these Terms of Access and Use (the **Terms**).

QScript is operated on behalf of the government of the State of Queensland, Australia by the Department of Health (the **Department**).

### 1. Acceptance and compliance with Terms

Your access to and use of QScript is conditional upon your acceptance and compliance with these Terms. By accepting these Terms, and continuing to access and use QScript, you agree to be bound by these Terms.

These Terms will apply in addition to all other obligations you have in relation to QScript under law, including under the *Medicines and Poisons Act 2019* (Qld) (the **MPA**), any Medicines and Poisons (Medicines) Regulations made pursuant to the MPA (the **Regulations**), the *Hospital and Health Boards Act 2011*, the *Information Privacy Act 2009* (Qld) (the **IP Act**) and the *Privacy Act 1988* (Cth).

If these Terms are inconsistent with your obligations under law, your legal obligations will prevail over these Terms to the extent of the inconsistency.

### 2. Changes to these Terms

The Department has the right to change or discontinue any feature of QScript at any time without reference to you. The Department has the right to change these Terms at any time by publishing an updated version of the Terms on this website. It is your responsibility to ensure you are aware of any changes to these Terms each time you visit this website.

### 3. Scope of QScript

QScript is made available for information purposes and to assist you to fulfil your legal obligations under the *Medicines and Poisons Act 2019* (Qld) (the **MPA**), and any Medicines and Poisons (Medicines) Regulations made pursuant to the MPA.

The information provided through QScript is collected from a number of sources but may not include all prescriptions or supplies of monitored medicines. Further, the Department does not have any control over the accuracy of the data created by prescribers or dispensers in relation to monitored medicines.

You acknowledge that the information in QScript may not include a complete or accurate record of a patient's prescription history of monitored medicines.

Queensland Health recommends that you exercise your own skills and care with respect to your use of QScript and carefully evaluate the accuracy, currency, completeness and relevance of information on QScript for your purposes.

If you believe there is an error in a prescription record contained in QScript, the record can be corrected by amending the details in the practice or dispensing software. The corrected information will then be updated automatically in QScript.

If you believe there is an error in the information contained in QScript other than a prescription record, please contact us at [MMU@health.qld.gov.au](mailto:MMU@health.qld.gov.au)

It is intended that QScript will form part of the national real-time prescription monitoring system, allowing prescribers and dispensers to access information held in other States and Territories in making treatment decisions in Queensland. This will also mean that information about Queensland prescriptions and supplies will be accessible outside of Queensland.

## 4. Security

When you access this site, your interaction across the internet is protected by HTTPS and Transport Layer Security (SSL/TLS) encryption. SSL/TLS is an industry standard for secure interactions. If your browser does not support the latest versions of SSL/TLS, you will not be able to access the site. Although we take reasonable care in providing information, including by implementing SSL/TLS, we do not warrant or guarantee security of this site or internet communications. You agree to accept all risks associated with using the internet and this site. You are solely responsible for the security of your device (and data stored on that device).

When you access this site, a cookie from our web server is placed on your computer automatically. If you wish to use all features of this site you will need to accept cookies. If you wish to enable cookies you may need to change your internet browser configuration. Refer to the help functions of your browser.

## 5. Access

To access this site you will be required to register with QScript, which will involve an identity verification process.

You must keep your QScript login details and password confidential and not disclose them to any person. If you breach your obligations under this paragraph and this results in another person using this site with your login details, you are responsible and liable for the use that person makes of this site as if that person were you.

You agree that you must provide your own internet access and device access, and that you will be responsible for all internet access, data download and other network charges arising from your use of QScript. You acknowledge that you are responsible for the operation and maintenance of your device.

You must take all reasonable measures to ensure access to QScript is via a secure device and not on a publicly accessible device.

## 6. Permitted Use

You must use QScript **only for lawful purposes as described by the MPA and Regulations. Unauthorised use of QScript is a criminal offence under section 408E of the Criminal Code.**

You must use QScript in a manner that does not infringe the rights of others or restrict or inhibit the use of QScript or Queensland Government services by any third party. This includes refraining from conduct (or attempted conduct) which is unlawful, may harass or cause distress or inconvenience to any person, involves the transmission of obscene or offensive content, or disrupts or may disrupt Queensland Government services.

You must not use QScript in a manner inconsistent with these Terms, and must not hack into, insert malicious code, destroy data, or introduce viruses or harmful data into QScript or the QScript website.

Health and medical content, data, information and materials accessed through, or available on, QScript is made available only for the purposes set out in the MPA and the Regulations. You agree to read the provisions of Chapter 7 Part 2 and 3 of the MPA and the Regulations as they apply to you and your dealings with QScript and you acknowledge and agree that it is your responsibility to understand and apply those provisions to your conduct.

You must abide by all requirements of the Queensland Government Acceptable Use Policy (<https://www.qld.gov.au/legal/acceptable-use>), except as otherwise contemplated by these Terms.

In using QScript, you agree that our electronic record of your use is a true and correct record and will be relied on as such.

## 7. Disclaimer

### 7.1 Exclusions of warranties

All information available through QScript is provided on an 'as is' and 'as available' basis and without warranties of any kind, expressed or implied (except any which may be implied by statute and are incapable of exclusion).

To the maximum extent permitted by law, the Department excludes, and makes no representation, warranty or endorsement of any kind, whether express or implied, in relation to:

- a) the content, accuracy, completeness, accessibility, suitability, safety, security, reliability, fitness for purpose or any other aspect of QScript;
- b) the performance and availability of QScript;
- c) protection from loss, damage, corruption or degradation of any content, data or other material as a result of the use of QScript.

### 7.2 Exclusion of liability

To the maximum extent permitted by law, the Department excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) in connection with:

- the use of, reliance on, or action taken as a result of, any information on QScript for any decision or otherwise
- accessing, displaying and using QScript and/or participating in any activities on QScript
- any interruption, suspension or termination of QScript in whole or in part for whatever reason, including failure or suspension of public or private telecommunications network
- the unavailability, unsuitability and non-connectivity of third party sites

- any loss, damage, corruption or degradation of any data or other material as a result of the use of QScript and/or viruses or other technologically harmful material that may infect any hardware due to use of QScript.

### **7.3 Your risk**

You acknowledge and agree that access to QScript is at your own risk. To the maximum extent permitted by law, the Department accepts no responsibility for any interference, loss, damage or disruption to your computer system, mobile device or network you use to access or use QScript, any content, information, data or other material on that system or network or otherwise which arises in connection with your use of QScript. You agree to take your own precautions to ensure that the process which you employ to obtain access to QScript does not expose you to a risk of viruses, malicious computer code or other forms of interference which may damage your computer or mobile device or otherwise cause interference, loss, damage or disruption of any kind.

### **7.4 Release from claims**

You hereby forever waive, release, forgive, discharge and relinquish any and all claims that you may have against the Department, its related bodies corporate, directors, officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, your access to, or use of, QScript, including, but not limited to, accessing or downloading any information and materials in, or from, QScript or submitting or uploading any content, information, concepts, data or other materials to QScript.

You forever release the Department, its related bodies corporate, directors, officers, employees, contractors, agents and representatives from and against any loss or damage or liability for any loss or damage incurred by you.

### **7.5 Software viruses**

Without limiting the above, the Department does not warrant that QScript, the server on which QScript is hosted, information or material available for download, is free from viruses or other conditions that could damage or interfere with data, hardware or software. Accordingly, the Department excludes, to the maximum extent permitted by law, any liability for any loss suffered as a result of any such viruses, malicious code, spam or other defects.

### **7.6 Exclusion of liability – scope**

The exclusion of liability applied to these Terms applies to claims whether in contract, tort (including, without limitation, negligence) or equity and even if the Department and/or Queensland Government has been notified of the possibility of such loss or damage.

### **7.7 Your contribution to loss**

You agree that any liability on the part of the Department will be reduced by the extent, if any, to which you contributed to the loss.

### **7.8 Non-excludable liability (if any)**

These Terms do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

## **8. Intellectual Property**

All intellectual property in the content stored in QScript is owned by, or licensed to, the Department. You agree to use the content in accordance with Queensland Health's Copyright Statement:

<https://www.health.qld.gov.au/global/copyright-statement>

All content and intellectual property rights in QScript, including but not limited to all software, design, brand names, text, photographs, information, sound recordings, images and other material is protected by copyright, trademark and intellectual property laws in Australia. You must not do anything which interferes with or breaches those laws or the intellectual property rights in QScript or any of its components.

## 9. Privacy

You acknowledge that personal information about you, including information provided by you as a consequence of you registering as a user of QScript, obtaining access to, or using, QScript, will be collected, stored and dealt with by the Department for:

- the purposes of QScript as set out in the MPA and the Regulations, including disclosing content stored in QScript to Queensland and interstate prescribers, dispensers and regulators;
- supporting QScript's functionality;
- administering and managing QScript and the services associated with it; and
- providing you with information, data and/or material consistent with the purposes.

The Department may use your personal information in accordance with our Privacy Plan located at <https://www.health.qld.gov.au/system-governance/records-privacy>.

The Department protects, collects, manages and deals with your personal information in accordance with the *Information Privacy Act 2009* (Qld). The State may disclose personal information if required by applicable law or by applicable court process or order.

The Privacy Collection Notice for Health Practitioners contains more privacy information and is available: <https://help.qscript.health.qld.gov.au/privacy.htm>

You acknowledge that QScript contains personal information of health practitioners and patients, and that this information must be kept confidential and used only for the purposes permitted by the MPA and the Regulations.

## 10. Removal of access

In addition to any other remedies the Department has at law, you agree that the Department may cancel or suspend your access to QScript at any time, with or without prior notice, without providing reasons, if the Department considers in its absolute discretion, that you:

- have breached these Terms or are likely to breach these Terms, in the reasonable opinion of the Department;
- have breached the MPA or Regulations through your access, use or dealings with content derived from QScript, in the reasonable opinion of the Department;
- otherwise pose or create a privacy or security risk to any person, the Department (including its related entities, directors, officers, employees, contractors, agents or representatives, whether in the course of their employment or otherwise), QScript, third party websites or information repositories or applications, the computer systems, applications, or networks of the Department, where the nature of a 'risk' is determined at the reasonable opinion of the Department.

We reserve the right to cease operating QScript at any time, without notice, and to terminate these Terms.



## 11. Third party websites and applications

QScript may contain links to websites and mobile applications owned and operated by third parties, who are not under the control of the Department.

The Department does not approve, endorse, recommend or sponsor these linked sites and/or applications, their owners or operators, or any information, graphics, materials, products or services referred to or contained on those linked websites and mobile applications, unless specifically stated.

The Department is not responsible for the content of these linked websites and mobile applications and makes no representation as to the accuracy of any material on these websites or mobile applications.

The Department, to the maximum extent possible, excludes liability for any loss suffered as a result of use of these third-party websites and mobile applications, or reliance on the information contained within. The terms and conditions, terms of use and privacy policies of those third-party websites and mobile applications will apply to your use of those websites and mobile applications.

## 12. General

### 12.1 Governing law & Jurisdiction

These Terms are governed by and construed according to 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.

### 12.2 Entire Terms

The Terms constitute the entire agreement between you and the Department relating to QScript and all previous representations and arrangements are superseded by these Terms.

### 12.3 Severability

The invalidity or unenforceability of any provision of these Terms shall not affect the rest of the provisions in these Terms, which will continue in full force and effect.

### 12.4 Invalid or unenforceable provisions

If a provision of these Terms is found by a court of law to be invalid or unenforceable:

- it is to be read down or severed to the extent of the invalidity or unenforceability; and
- that fact does not affect the validity or enforceability of the remaining provisions.

### 12.5 No waiver

No provision of these Terms will be taken to be waived except by written notice signed by you and the Department.

### 12.6 Contact Details

Should you have any questions regarding the Terms please contact the Department by emailing: [MMU@health.qld.gov.au](mailto:MMU@health.qld.gov.au)