

VUE MOTION TERMS OF USE

1. Introduction

These terms of use describe your rights and responsibilities as a user of Vue Motion, which provides access for clinicians to diagnostic images and associated reports undertaken by Monash Health. By creating a Vue Motion account and/or accessing Vue Motion, you agree to be bound by these terms.

Monash Health may change, add or remove any of the functionality of Vue Motion, or make changes to these terms of use at any time. If those changes affect your rights and responsibilities, Monash Health will notify you and you will be asked to accept new terms of use. If you are notified of new terms of use, you must accept the new terms before you will be able to access your Vue Motion account.

2. Eligibility

Eligibility to apply for access

You are eligible to apply for access to the Monash Health Vue Motion system if you are:

- a health practitioner registered with the Australian Health Practitioner Regulation Agency (Registered Medical Practitioner); and
- you treat patients that have received diagnostic imaging services at Monash Health.

Extent of access

Using your Vue Motion account, you will be able to access images and reports of patients where you referred the patient to Monash Health for the image and report to be undertaken (referring clinician). You will also be able to access images and reports of patients for whom you are not the referring clinician by using the 'break glass' function, which provides temporary access to the images and reports of all patients stored in the system.

All access must be in accordance with these terms of use.

3. Your responsibilities

Access and use of account

You must:

- not access or seek to access any other person's Vue Motion account;
- not permit any other person to use your username or password;
- keep your username and password secure at all times and not disclose your password to anyone else;
- change your password when requested;
- advise Monash Health immediately if you suspect that the security of your Vue Motion account may have been compromised (e.g. your password or username has been lost or stolen) by phoning (03) 9594 3940;
- ensure your personal details are accurate and kept up to date by phoning (03) 9594 3940;
- not attempt to access, download or exploit any information on Vue Motion that you are not authorised to access or encourage inappropriate levels of access or exploitation by others;

- not develop or use programs to attempt to violate the security or alter software components of Vue Motion; and
- not use Vue Motion or any content for any illegal or unlawful purpose.

You are responsible for any use of your Vue Motion account using your username and/or password, whether or not that use was authorised by you.

Privacy

You acknowledge that the images and reports contained in Vue Motion constitute Health Information, as defined in section 3 of the *Health Records Act 2001 (Vic)* (Health Information), and agree, in respect of that Health Information:

- You will only access the Health Information where required in connection with the further treatment of a patient;
- You will comply with section 141 of the *Health Services Act 1988 (Vic)*, which relates to the unlawful disclosure of Health Information;
- You will comply with any written request from Monash Health which is reasonably required to ensure Monash Health complies with its obligations arising under any Commonwealth or State privacy, health records or similar legislation or regulations; and
- You will take all reasonable measures in accordance with any applicable laws and standards to protect the security and integrity of Health Information, including preventing unauthorised access to that information.

Appropriate content

You must not post or transmit via Vue Motion any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene any law.

4. Deactivation

Misuse

Monash Health may lock, suspend or terminate your access or account at any time if you breach any of these terms of use, or for any other reason, at its sole and absolute discretion.

Inactive

Monash Health may lock, suspend or terminate your access or account if you have not accessed the account for a 6 month period.

No longer a registered health practitioner

Monash Health may lock, suspend or terminate your access or account immediately if you cease to be a Registered Health Practitioner.

By user

You may terminate your account at any time by phoning (03) 9594 3940.

Reactivation

If your account is deactivated for any reason, you may apply to reactivate your account. Reactivation is within the sole and absolute discretion of Monash Health.

5. Email and telecommunications

You:

- consent to receive electronic messages from Monash Health using your email address; and

- are responsible for ensuring that your email address and mobile phone contact are up to date at all times.

Changes to your mobile phone number and email address must be notified to (03) 9594 3940.

6. Security

Where appropriate, Monash Health uses available technology to protect the security of communications made through Vue Motion. However, Monash Health does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through Vue Motion.

Monash Health does not guarantee that Vue Motion or any information or material contained in, or downloaded or accessible from Vue Motion, will be free from computer viruses or other defect or error. You are responsible for installing and implementing your own anti-virus and other protection programs to protect your software and hardware systems.

Monash Health reserves the right to record, monitor and audit your access to Vue Motion and your compliance with these terms of use.

7. Disclaimer

Vue Motion (including material on Vue Motion) 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, Monash Health makes 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 provision and availability of Vue Motion or your use of Vue Motion or any other linked website;
- the functionality, features and performance of Vue Motion (Monash Health may withdraw, suspend or discontinue any functionality or feature at any time);
- legality or suitability of Vue Motion or any services provided through it;
- title and non-infringement of third party rights;
- the security of Vue Motion 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);
- merchantability, fitness for a particular purpose and non-infringement of Vue Motion;
- Vue Motion being provided error-free or without interruption (including without limitation the availability of internet connections or other telecommunications systems); or
- the accessibility, accuracy, quality, currency or reliability of Vue Motion or any linked site, or of any Monash Health or third party materials, information, products or services promoted or accessed via Vue Motion or any linked site.

8. Limitation of liability

Monash Health shall not be liable for any direct, indirect, consequential, incidental, special or punitive losses, costs, expenses or damages whether in contract, tort or otherwise (including negligence) arising out of or in connection with Vue Motion, related services and products, content or information contained within Vue Motion or any linked site, or Monash Health's performance or non-performance of its obligations under these terms of use, even if Monash Health has been advised of the possibility of that damage.

To the extent permitted by law you agree that in the event of any problem with Vue Motion, any services provided in connection with Vue Motion or any dealings between you and Monash Health:

- your sole remedy is to cease using Vue Motion or any information, materials, or services provided to, or accessed by you, in connection with Vue Motion; and
- you release Monash Health and hold Monash Health 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 Vue Motion.

9. Intellectual Property

Vue Motion and any content made available on it are owned by Monash Health or its third party licensors, and are protected by Australian and international copyright and other intellectual property laws.

10. General

These terms of use constitute the entire agreement between Monash Health and you in connection with Vue Motion.

If any of these terms of use are held to be invalid, unenforceable or illegal for any reason, the remaining terms will continue in full force.

These terms of use are governed by the laws in force in the State of Victoria, Australia. By visiting and using Vue Motion you unconditionally submit to the non-exclusive jurisdiction of the courts of that State and all courts with jurisdiction to hear appeals from those courts.