

## 1 Agreement

- 1.1 These integration use terms (these “**Use Terms**”) govern the access and use of any Integration Functionality related to any software or system owned or licensed by Telstra Health Pty Ltd or its Related Entities (**Our Software**).
- 1.2 By using or accessing the Integration Functionality related to Our Software, you agree to these Use Terms. You must not use or access any Integration Functionality related to Our Software or otherwise Integrate with Our Software if you do not agree to these Use Terms.
- 1.3 A reference to “**us**” or “**our**” in these Use Terms is a reference to Telstra Health Pty Ltd or the Related Entity(s) that is the subject of the Integration.
- 1.4 A reference to “**you**” or “**your**” in these Use Terms is a reference to each person that interacts with, accesses or uses any part of the Integration Functionality in Our Software.
- 1.5 These Use Terms are in addition to the terms of any licence or agreement for the supply and use of Our Software.

## 2 Authority to use

- 2.1 You represent and warrant that:
  - (a) you are authorised by the owner or licensor of Your Software to access the Integration Functionality in Our Software in the way and manner accessed by you;
  - (b) you are authorised by the Approved Person to access the Integration Functionality in Our Software, and that you will cease use if that authorisation is withdrawn; and
  - (c) you will only access the Integration Functionality in Our Software for the Approved Purpose, and not for any other purpose.

## 3 Acceptable use

- 3.1 You must only use the Integration Functionality in Our Software:
  - (a) for the benefit of the person who has been approved and authorised by us in a written agreement to access the Integration Functionality (“**Approved Person**”);
  - (b) for the purpose for which access is granted as set out in a written agreement with us (“**Approved Purpose**”); and
  - (c) using the method of technical access approved in a written agreement with us (“**Approved Access Method**”).
- 3.2 You must not use or allow the Integration Functionality to be used for the benefit of any person or for any purpose other than as set out in clause 3.1.
- 3.3 You must access and use the minimum permissions and functionality needed for the Approved Purpose. You must only integrate with and use those APIs and fields approved by us in writing.
- 3.4 You must access and use the Integration Functionality of Our Software in accordance with:
  - (a) all applicable laws (including relevant Privacy Laws); and
  - (b) the specifications and minimum requirements notified by us to you from time to time.
- 3.5 You are permitted a reasonable amount of data exchanges and request and responses as required for the Approved Purpose and otherwise in accordance with testing and guidelines approved by us. Where you exceed this, we reserve the right to charge you or otherwise cap or reduce your traffic.

- 3.6 We may employ rate limiting to ensure fair use of the Integration Functionality in Our Software and to adhere to security principles. We reserve the right to change rate limiting without notice. If you have specific rate requirements please discuss with us.
- 3.7 You must not crawl, poll or send high volumes or bursts of traffic through the Integration or any traffic which may mimic or produce a denial of service response.
- 3.8 You must not use the Integration Functionality in a manner that gives you or any other person access to mass downloads or bulk feeds of any data.
- 3.9 You agree to comply with any reasonable directions we have in connection with your access to and use of the Integration Functionality in Our Software.
- 3.10 You must not modify or use the Integration Functionality in a manner that interferes with the reasonable enjoyment or use of any service, system or documentation by any other person.

## 4 Commercialising interface

- 4.1 You must not create, market, sell or offer for sale the ability to integrate with any of Our Software, whether on its own or as part of a service, except where you are an Approved Partner. Where you are an Approved Partner, you may only do so on the terms set out in Approved Partner agreement with us.
- 4.2 You must not sell or sublicense the Integration Functionality of Our Software.
- 4.3 You must not include use of our Integration Functionality or include an integration with Our Software as a function or feature of any product or service for sale unless you are an Approved Partner and only where expressly agreed by us in writing.

## 5 Location

- 5.1 You must ensure that Your Software is hosted on servers and hardware located in Australia.
- 5.2 Unless otherwise agreed in writing, you must ensure that any data exchanged as part of the Integration is located in, and will remain at times in, Australia.

## 6 Privacy

- 6.1 You acknowledge that an Integration may enable you to access personal information, including sensitive health information of individuals. You must comply with all privacy laws and other laws in relation to the collection, use and disclosure of that data. Without limiting the foregoing, you:
  - (a) must ensure you have consents to collect any data accessed through the Integration, and that you collect the minimum amount of data required to achieve the Approved Purpose;
  - (b) must use and disclose data collected only for the Approved Purpose and in accordance with relevant privacy laws;
  - (c) must ensure you have all consents and authorisations from individuals to provide any data to us through the Integration and enable us and our end users to use the data for the purposes set out in our Privacy Policy; and
  - (d) you must only collect information through the Integration from Our Software using the fields in the Integration Functionality identified and approved by us.

## 7 Security

- 7.1 You must use and store any passwords and credentials securely. This includes taking reasonable and appropriate steps to protect user data against unlawful or unauthorised access.
- 7.2 You must use only credentials assigned by us to you when accessing the Integration Functionality in Our Software.

- 7.3 You must not:
- (a) introduce any harmful code to any software, system or any part of the integration functionality;
  - (b) bypass any security measures within the Integration Functionality or Our Software;
  - (c) copy, modify, merge, combine with any other products, reverse engineer or decompile, disassemble, decipher or otherwise attempt to derive the source code for, or create derivative works of, the whole or any part of the Integration Functionality, without our prior written consent;
  - (d) distribute or allow access to the Integration Functionality or Our Software outside of the approved Integration; and
  - (e) sell, transfer, license or otherwise disclose any keys, tokens, passwords, or access codes to the Interface functionality to any third party other than your Authorised Users who are subject to binding obligations of confidentiality at least as protective of Telstra Health's rights under this agreement.

## 8 Intellectual Property

- 8.1 You must not do anything that infringes Telstra Health's intellectual proprietary rights in the Integration Functionality or Our Software.
- 8.2 You must not upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person, unless you are the owner of the rights, or have the permission of the owner.

## 9 Confidentiality

- 9.1 You agree to keep any specifications, guidance, code, manuals, data structures and data flows associated with the Integration Functionality confidential and must not use or disclose them to a third party other than in accordance with these Use Terms.

## 10 Changes

- 10.1 We may change these terms at any time and these changes will be effective on the earlier of being posted on our web site or notified to you in writing. Your continued use of the Integration Functionality after the changes take effect is deemed acceptance of any changed terms. You should review these terms from time to time to ensure that you are kept updated on any changes.

## 11 Definitions

- 11.1 Capitalised terms used in this document have the following meaning:

**Approved Access Method** has the meaning set out in clause 3.1(c).

**Approved Partner** means a person who has agreed with us to operate as a partner for the purpose of their products and services being accessible through our Software (or vice versa), on the terms and as further described in an agreement between that person and us.

**Approved Person** has the meaning set out in clause 3.1(a).

**Approved Purpose** has the meaning set out in clause 3.1(b).

**API** means application programming interface.

**Integration Functionality** means any software or part of software that enables or is designed for linking one software or system to another software or system to communicate.

**Integration** means linking Your Software with Our Software to communicate and/or exchange of data, and “Integrate” has a corresponding meaning.

**Related Entity** has the same meaning as ‘related body corporate’ as set out in the Corporations Act 2001 (Cth).

**Our Software** has the meaning set out in clause 1.1.

**Your Software** means a software or system owned or licensed by you or a third party, but does not include Our Software.