**Department of Human Services Communities of Interest**

**Public Key Infrastructure - Site Certificate**

**Terms and Conditions of Use**

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| ***Security and Access***1. I agree:
2. I am bound by and must comply, and ensure that all personnel at the practice or entity site1 complies, with:
3. these Terms and Conditions for use of a Human Services Community of Interest Public Key Infrastructure Site Certificate issued to the practice or entity;
4. the relevant Human Services Certificate Policy;
5. the relevant Human Services Certification Practice Statement; and
6. all other relevant Human Services policies,

commencing from when a person in the practice or entity conducts the first transaction with Human Services using the Site Certificate;1. that the Site Certificate identifies the practice or entity and links that practice or entity to its site1;
2. to take all reasonable measures to keep the Site Certificate and associated password secure at all times and take all necessary precautions to prevent its loss, disclosure, modification, or unauthorised use;
3. that the Site Certificate and associated password not be given to any other practice or site1, or an unauthorised individual, entity or site1;
4. to promptly notify Human Services if the Site Certificate or associated password are lost, destroyed, stolen, or otherwise compromised or suspected to be compromised;
5. that use of the Site Certificate will be for purposes approved and agreed by Human Services and any other use is at my own risk; and
6. that any use of the Site Certificate by any person in another practice or entity will be a breach of these Terms and Conditions by me and will be deemed to be a use of the Site Certificate by the practice or entity.

***Personal information***1. I warrant that all information provided and representations made to Human Services are complete and accurate.
2. I will promptly notify Human Services in the event that any information provided, or representations made is or may be incorrect.

***Revoking or terminating a Site Certificate***1. I understand that use of the Site Certificate may be revoked by Human Services in its absolute discretion, including in the following situations:
2. receipt of a revocation request by Human Services;
3. loss, destruction or theft of the Site Certificate;
 | 1. deregistration of the practice, entity or site1 (however described), whether in relation to participation in any Human Services program or not;
2. cancellation of any approvals (however described) by Human Services relating to the practice, entity or site1;
3. cancellation of any Site identification number(s) (however described) by Human Services or other organisation or body authorised to cancel such number(s); or
4. where the practice, entity or site1 ceases to:
5. exist;
6. be recognised by Human Services; or
7. be a member of a Department Registration Authority Community of Interest.
8. I understand that I can terminate these Terms and Conditions at any time by giving ~~a~~ written notice to Human Services. I agree the practice or entity will stop using the Site Certificate after I give such notice.
9. If these Terms and Conditions are terminated by me or if the Site Certificate is revoked by Human Services, all obligations will continue in respect of any electronic communications made using the Site Certificate before the date of termination or revocation.

***Changes to the Terms and Conditions***1. Human Services may change or add to these Terms and Conditions at any time by publishing amendments on the Human Services’ website or through other means of electronic communication.
2. Use of the Site Certificate after notification of a change or addition to these Terms and Conditions is deemed to be agreement to the change or addition.
3. These Terms and Conditions may not be otherwise changed orally or by conduct by any person.

***Applicable law***1. These Terms and Conditions are issued under and are to be construed in accordance with the laws in force in the Australian Capital Territory and the parties agree to submit to the courts having jurisdiction in the Australian Capital Territory.

***Warranty***1. I warrant that I have the authority to bind the legal entity responsible for the practice or the entity.

 ‘**site**’is defined in the relevant Human Services Certificate Policy.  |