**National Authentication Service for Health Public Key Infrastructure Certificate for Healthcare Provider Organisations** **Terms and Conditions of Use**

1. In consideration for acceptance of receipt of an application to request a National Authentication Service for Health (NASH) Public Key Infrastructure (PKI) certificate for Healthcare Provider Organisations (Application), the Organisation’s legal entity (in these Terms and Conditions called the ‘Organisation’) agrees in relation to any digital NASH PKI certificate for Healthcare Provider Organisations (Certificate) provided to it in response to an Application that:
2. the Organisation will comply with these Terms and Conditions of Use (Terms and Conditions) and the terms of the NASH PKI Relying Party Agreement, including the obligations in it on the part of the Relying Party. For more information, go to our website **servicesaustralia.gov.au/pki**
3. the versions, current from time to time, of the *Australian Government Department of Human Services Community of Interest Certificate Policy for the National Authentication Service for Health PKI Certificate for Healthcare Provider Organisations, the Australian Government Department of Human Services Community of Interest Certificate Policy for the digital National Authentication Service for Health PKI Certificate for Healthcare Provider Organisations* and the documents mentioned in them, that are published by the Department of Human Services on or linked to its website, govern its use of the Certificate as set out in these Terms and Conditions
4. the Organisation is responsible for downloading the certificate from the secure website and installing the Certificate onto its operating system
5. the Certificate will only be used for purposes authorised or approved by the Department of Human Services. Any other use of the Certificate will be at the Organisation’s risk
6. the Organisation is responsible for making sure that:
	1. the manner of approval and signing of any message payload using the Certificate meets legal, policy and professional requirements in respect of that payload
	2. it has policies and procedures for the use of the Certificate, Keys and digital signatures generated using a Key attached to a Certificate by anyone acting under or through it or as its agent or representative that enables the individuals who have used the Certificate and Keys to be identified in respect of each use and the role they performed in respect of that use
	3. those policies and procedures are known and understood by everyone acting under or through it or as its agent or representative in respect of the Certificate, Keys and digital signatures generated using a Key attached to a Certificate.
7. the Organisation will take all reasonable measures to keep its Certificate secure at all times and take all necessary precautions to prevent its loss, disclosure, modification or unauthorised use
8. the Organisation will not give its Certificate to any other entity or organisation or allow any unauthorised person to use it, except for any outsourced information technology service provider engaged by it to act as its agent in using its Certificate
9. the Organisation will promptly notify the Department of Human Services in the event that the Organisation considers that its Certificate has been, or may have been, lost, destroyed, stolen, disclosed, modified or compromised
10. the Organisation may request revocation of its Certificate at any time by written notice to the Department of Human Services
11. the Organisation’s use of its Certificate may be suspended or revoked by the Department of Human Services in its absolute discretion, including but not limited to:
12. after loss, destruction, theft, disclosure, modification or compromise of its Certificate
13. in the event of its de-registration (however described)
14. in the event the Healthcare Identifier service operator established under the
15. Healthcare Identifiers Act 2010 (Cth) cancels its Healthcare Provider Identifier – Organisation
16. in the event that the Organisation revokes any consent given under section 24A of the Healthcare Identifiers Act 2010 (Cth) or alters any limitations regarding the consent.
17. in the event the healthcare provider organisation has transitioned to a NASH SHA-2 PKI certificate
18. in the event Services Australia has been notified by relevant authorities that an organisation has been affected by a malware/virus and their PKI certificate and access to the My Health Record needs to be revoked
19. the Organisation will immediately notify the Department of Human Services upon becoming aware that any of the circumstances have occurred where its Certificate may be suspended or revoked
20. revocation of the Organisation’s Certificate does not automatically terminate these Terms and Conditions
21. all information the Organisation provides and representations the Organisation makes to the Department of Human Services are complete and correct
22. the Organisation will promptly notify the Department of Human Services in writing, in the event that the Organisation considers any information provided, or representations made by it, is or may be incorrect, including the Organisation’s contact details
23. any use of the Organisation’s Certificate by any other person as a result of a breach of these Terms and Conditions by the Organisation will be deemed to be a use of the Certificate by the Organisation
24. either the Department of Human Services or the Organisation may terminate these Terms and Conditions at any time by giving a written notice to the other party. The Organisation agrees that the Organisation will not be able to and will not conduct communications using its Certificate after termination
25. if these Terms and Conditions are terminated, the Organisation’s obligations will continue in respect of any electronic communications the Organisation made using its Certificate before the date of termination
26. the responsibility of the Department of Human Services for any costs, losses or damage the Organisation (or people acting on its behalf) incur associated directly or indirectly with its use of its Certificate is subject to and limited by the *Australian Government Department of Human Services Community of Interest Certificate Policy for the National Authentication Service for Health PKI Certificate for Healthcare Provider Organisations*, the *Australian Government Department of Human Services Community of Interest Certificate Policy for the digital National Authentication Service for Health PKI Certificate for Healthcare Provider Organisations* and the documents mentioned in them as described in paragraph b) above
27. the Department of Human Services may change or add to these Terms and Conditions at any time, by giving the Organisation notice by mail, by fax or electronically. A message sent to the Organisation’s business email address (as held in the records of the Department of Human Services) is one way of giving the Organisation notice electronically
28. when the Organisation uses its Certificate after the Organisation has been notified of a change or addition to these Terms and Conditions, the Organisation will be taken to have agreed to the change or addition in respect of all uses of its Certificate after that date. These Terms and Conditions may not be otherwise changed orally or by conduct by the Organisation.
29. These Terms and Conditions are governed by the laws of the Australian Capital Territory. The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.