

# Patient Systems - Terms of Access



**I-MED Radiology  
Network**

Comprehensive care. Uncompromising quality.

Website Terms of Use last updated May 2021

In these Terms of Access, “we”, “us”, “our” and “I-MED” means I-MED Radiology Network Limited (ACN 093 625 346) and its associated entities, and “you” and “your” means the individual patient or authorised representative of a patient entering into these Terms of Access with us.

## **Background**

I-MED operates an online patient portal (My I-MED) and appointment booking system as well as various linked websites (collectively referred to as the “Patient Systems”) which allows you, as a patient, secure authenticated access to your images and radiology reports for any imaging services performed or provided by us, access to booking appointments with I-MED and access to information in relation to I-MED’s service offerings (“Information”).

The Patient Systems allow you to:

- request appointments;
- find I-MED clinics located near you;
- request support and provide feedback on our services;
- locate other information about I-MED and its services; and
- view your results (with some exceptions).

## **Your obligations as a user of the Patient Systems:**

- 1. By registering for access to and using any part of the Patient Systems, you agree to comply with the terms set out in these Terms of Access. By accessing the Patient Systems you also agree to comply with our Website Terms of Use that are found on our website [www.i-med.com.au](http://www.i-med.com.au), as updated from time to time.**
- 2. These Terms of Access contain important information, including disclaimers and limitations of liability that apply to your access to the Patient Systems.**
3. This Agreement:
  - a) becomes binding on you on your acceptance of them when registering for your Patient Systems account or making a booking; and
  - b) governs your ongoing access to and use of the Patient Systems at all times.
4. All of the terms of, and obligations under this Agreement apply to you as an individual.
5. As a condition of access to the Patient Systems you acknowledge and agree that all personal information you have provided us is true, accurate and current and that you will:
  - a) notify us promptly if any of your personal information held by us changes or is inaccurate or incomplete;
  - b) keep your username and password securely stored and absolutely confidential at all times and ensure that no other person is able to obtain your user name and password. That is, you must not provide them to any other person;
  - c) change your password regularly;
  - d) notify us immediately if your username and/or password has been lost or stolen;
  - e) take all reasonable steps to maintain the security and integrity of your information systems, including by installing and maintaining appropriate malware prevention and

detection programs, recognising the importance of maintaining security relating to the Patient Systems and ensuring that no other person can obtain access your account;

f) notify us promptly if you become aware of any actual or threatened breach of security relating to the Patient Systems, and to take all steps reasonably required to assist us to manage or mitigate any risks and to investigate the threatened or actual breach;

g) not infringe any intellectual property right of any person;

h) not submit, post, upload, email or otherwise send or transmit to the Patient Systems anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Patient Systems; and

i) not interfere with the Patient Systems or the servers or networks underlying or connected to the Patient Systems.

6. You agree that you are solely responsible for all costs associated with your use of the Patient Systems, including without limitation, all telecommunication costs, data usage and systems to view information provided by the Patient Systems.
7. We will use our best efforts to provide you with the booking time that you have requested, however we are unable to guarantee your confirmed booking time due to staff absences or other patients' medical emergencies.
8. Any registered account created is non-transferable. You may terminate any registered account at any time through the Patient Systems.
9. You understand and acknowledge that mobile devices such as smart phones, tablet devices can increase risks of security breach above the risks related to fixed-position personal computers and you will personally maintain close security and control over any such device on which you access the Patient Systems so as to minimise the risk of unauthorised access to or use of the Patient Systems by means of such a device.
10. You may not use the Patient Systems in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Patient Systems or the Information. You may not attempt to gain unauthorised access to any of the Patient Systems, user accounts, or computer systems or networks, through hacking, password mining or any other means.
- Your privacy and the privacy of others
11. We will handle any personal information collected by us about you in accordance with our Privacy Statement. Our Privacy Statement includes information about how you may access your personal information or seek correction of personal information. It also includes information about how you may make a complaint about how your personal information has been handled.
12. This Agreement incorporates I-MED's Privacy Statement which explains how we collect, use and disclose personal information from you and must be read together with these Terms of Access. By agreeing to these Terms of Access, you agree that you have read, agree to and will comply with the Privacy Statement and any other policies related to the security or privacy of electronic records that we notify you of from time to time.
13. We may revoke your access to any part or all of the Patient Systems in our absolute discretion in the event of any breach, suspected or likely breach by you of these Terms of Access.
14. You agree that you are solely responsible for all costs associated with your use of the Patient Systems including, without limitation, all telecommunication costs, data usage and systems to view information provided by the Patient Systems.

### **Indemnity and liability**

15. You indemnify and hold us harmless in relation to all losses, damages, actions, claims, costs or expenses which may be brought against, suffered or incurred by us as a direct or

indirect result of you failing to comply with any of the terms contained in these Terms of Access (and other documents incorporated by reference) or any violation by you of any laws or the rights of any person.

16. To the fullest extent permitted by law, we are not liable to you for any direct or indirect consequential loss or damage arising in any way out of the use or interpretation of any imaging reports or test results available to you via the Patient Systems.

### **Updates and revisions**

17. Other provisions which govern your use of the Patient Systems and the Information may from time to time be provided to you by the online notices given during your access to the Patient Systems and the Information ("Additional Terms"), all of which are incorporated in these terms and conditions. To the extent there is any inconsistency between the Additional Terms and these terms and conditions, the Additional Terms prevail. Our employees and agents do not have individual discretion to vary these terms and conditions and you acknowledge that only the Additional Terms can vary these terms and conditions.

18. We may revise these Terms of Access and the incorporated policies listed above from time to time and in such case, the revised version will be effective on and from the date we specify. In such case we will notify you in advance by posting a notice on the Patient Systems and/or the I-MED website, and you agree to receive notices electronically in this manner. The current version of the terms and conditions and Privacy Statement posted on the I-MED website will apply each time you use the Patient Systems.

19. By continuing to use the Patient Systems after any changes to this Agreement become effective, you agree to comply with those changes. If you do not agree with the changes, or any provisions of this Agreement after you have signed up for access to the Patient Systems, you may close your account by contacting us with a request to close your account.

20. You may also close your account for any reason by contacting us.