

PART A Application for an iSOFT HealthPoint Terminal

iSOFT

To apply for the iSOFT HealthPoint terminal, please complete the application. If your practice has more than one location, please complete a separate application for each location. Please fax to **1800 500 874**.

OPT

Sales Staff Initials **1 of 10**

Choose your HealthPoint terminal function (tick boxes)

FundClaims

For allowing patients to lodge claims for ancillary services against their Private Health Fund from your practice. Please also complete **Part B** of this form.

New CBA EFTPOS Merchant or **Current CBA EFTPOS Merchant**

EFTPOS is not automatically included on HealthPoint device. It is provided by the Commonwealth Bank on their terms and conditions.

A Commonwealth Bank representative will contact you regarding your EFTPOS application.

Must be completed

Applicant Name

Complete this section ONLY if the practice is part of a group.

Group Name ABN Number

Group Address
State Postcode

Group Administrator

Contact Telephone Ph: Fax:

Email:

Please provide all details of this practice

Practice Name

Practice Trading Status Sole Practitioner Partnership Pty Ltd company Trading trust

ACN Number (if practice a company)

ABN Number (all practices to complete)

Practice Address (NOT a PO address)
State Postcode

Group Administrator

Contact Telephone Ph: Fax:

Email:

Where do you want billing and Health fund statements to be sent?

Group Address or Practice Address

Billing and Statement Postal Address:
State Postcode

PART B Application for iSOFT FundClaims Service

To apply for the iSOFT Fund Claims service, you must register each provider who will use the iSOFT HealthPoint terminal.

For EVERY provider who will be included in the list of providers in the iSOFT HealthPoint terminal, you must
(1) Complete Fund Claims payment details for each Provider and
(2) Attach a copy of the provider's confirmation of registration for this practice and modality.

- You must supply banking details for all providers you will include in provider list on your iSOFT Healthpoint device. Health fund payments for claims submitted with Healthpoint will be credited to the bank account of the practitioner who provided the service according to the details you provide below.
- Naturopaths, Remedial Massage Therapists & Acupuncturists require a copy of your Medibank Private Provider letters.
- The following health professions are registered by Medicare Australia. The Medicare Australia registration letter is required for any of the following: Chiropractors, Dietitians, Dentists, Dental Prosthesis, Optometrists, Optical Dispensers, Occupational Therapists, Osteopaths, Physiotherapists, Podiatrists, Psychologists & Speech Pathologists.

1

Name of Provider

Provider Number

Modality

Name of Account

BSB Number Account Number

2

Name of Provider

Provider Number

Modality

Name of Account

BSB Number Account Number

3

Name of Provider

Provider Number

Modality

Name of Account

BSB Number Account Number

4

Name of Provider

Provider Number

Modality

Name of Account

BSB Number Account Number

PART C Pricing Schedule

Defined terms have the same meaning as in the Terms and Conditions.

SUPPORT FEES

- Each iSOFT HealthPoint attracts a support fee of \$11 per month
- The support fee is payable quarterly at \$33 (\$11 per month x 3 months) by direct debit to iSOFT
- The support fee is payable from the commencement date

DELIVERY, INSTALLATION AND TRAINING

- No charge for initial delivery and over the phone installation
- New customers receive two free over the phone training sessions upon request during the first 30 days after the iSOFT HealthPoint installation.

CONSUMABLES

- Cost of consumables to be supplied and paid by the practice as required.

EFTPOS

- EFTPOS services are provided subject to the terms and conditions of the Commonwealth Bank of Australia and their approval of your application.

CANCELLATION

- A cancellation fee of \$330 is payable if you terminate an iSOFT HealthPoint service within 12 months of your application being approved.

Financial Institution Account to be debited (all details must be completed)

Sales Staff
Initials

3 of 10

Name of Financial Institution where account is held

Name of Branch

Full Name(s) of
Account Holder(s)

BSB Number

Account Number

Authority to debit outstanding Amounts

Please direct the debit according to the Terms and Conditions and the Price List in force in payment for HealthPoint support fees currently outstanding at the nearest future direct debit date.

Acknowledgement

1. iSOFT eHealth Solutions and the above financial institution are authorised to exchange account information for iSOFT eHealth Solutions to verify the above details.
2. The customer acknowledges receiving and reading the Direct Debit Request Service Agreement below and agrees to the terms. The direct debit arrangement continues until ended as set out in the Direct Debit Request Service Agreement.

Direct Debit Request ('DDR') Service Agreement

These terms and the Direct Debit Authority form outline the agreement between iSOFT Health Pty Limited (ACN 114705270) ("iSOFT") and the applicant stated in the Direct Debit Authority ("you", or "your") in respect of your request for iSOFT to debit your nominated account.

iSOFT's commitment to you:

- iSOFT will give you at least 14 days written notice before iSOFT changes the terms of the direct debit arrangement
- iSOFT will keep information relating to your financial institution account confidential, except where permitted by law or required for conducting direct debits with your financial institution and for a related query, dispute or claim.
- iSOFT will debit your nominated financial institution account on the due date as indicated on each invoice from iSOFT. If the direct debit falls on a day that is not a business day in Sydney, iSOFT may direct your financial institution to debit your account on the following business day.

Your commitment to iSOFT:

It is your responsibility to:

- ensure your nominated account can accept direct debits through the Bulk Electronic Clearing System (if unsure, ask your financial institution as direct debit facilities are not available on some accounts)
- ensure there are sufficient clear funds available in the nominated account to meet each debit on the due date
- advise us if the nominated account is transferred or closed, or any of the account details change
- arrange a suitable alternative payment method if the direct debit arrangements end for any reason
- ensure that all account holders (i.e. joint accounts) of the nominated account sign the direct debit application form overleaf
- check your iSOFT invoice against items in your account statement provided by your financial institution.

If there are insufficient clear funds in your nominated account or you give us incorrect account details, you may be charged a fee by your financial institution due to a failed or incorrect Direct Debit. iSOFT may also charge you fees for this (including to reimburse iSOFT's costs), however, you must still arrange for the payment to be made to iSOFT in accordance with the terms and conditions of your iSOFT eHealth Solutions account.

Your rights

Subject to the terms and conditions of your iSOFT eHealth Solutions account, you may:

- a) change the direct debit arrangements under a direct debit request by notifying us in writing;
- b) cancel your authority for us to debit your account at any time by giving us 14 days notice in writing or by phoning us before the next direct debit day; and
- c) alter any details on the direct debit application form overleaf by giving us 14 days notice in writing before the next direct debit day.

Dispute Resolution

If you believe there has been an error in debiting your account, you should notify iSOFT as soon as possible by phone on 1300 301 692 or in writing to iSOFT Health Pty Ltd, PO Box A100, Sydney South NSW 1235.

If iSOFT concludes as a result of iSOFT's investigations that your account has been incorrectly debited, iSOFT will arrange for your financial institution to adjust your account accordingly.

If iSOFT concludes as a result of our investigations that your account has not been incorrectly debited, iSOFT will provide you with reasons and any evidence for this finding.

Any queries you may have about an error made in debiting your account should be directed to iSOFT in the first instance so that iSOFT can attempt to resolve the matter. If iSOFT cannot resolve the matter you can still refer it to your financial institution.

Other information

The details of your direct debit arrangements are contained in the direct debit authority form overleaf.

iSOFT requires that your instructions to stop or in any way alter the direct debit details are given to us in writing.

iSOFT may cancel direct debit arrangements at any time by giving you notice in writing.

In addition to changes iSOFT makes, the direct debit arrangement is subject to change by your financial institution.

PART E Acknowledgement and Agreement

If iSOFT Health Pty Ltd accept this application, it will provide iSOFT Healthpoint (all features except Fund Claims) on the terms and conditions outlined in the iSOFT HealthPoint Terms and Conditions leaflet, a copy of which is in Part F of this document.

If you have selected the Fund Claims feature, iSOFT Health Pty Ltd will provide Fund Claims services on the terms and conditions outlined in the iSOFT HealthClaims terms and conditions leaflet, a copy of which is in Part G of this document.

This application must be signed by the practice administrator AND a business owner or partner with authority to sign and provide bank details for all providers listed. That signature will bind all providers listed in the application and the person signing warrants that all the providers on whose behalf he or she has signed have agreed to these terms and conditions.

The applicant has read and agrees to be bound by the terms and conditions and the direct debit request service agreement.

Signature

Name

Title

Date

Signature

Name

Title

Date

1. THE HEALTHPOINT SERVICE

- 1.1 iSOFT will make the HealthPoint Service available to You during the Term in accordance with these terms and conditions, the HealthPoint Application Form (or subsequent upgrade form) and the Pricing Schedule. The HealthPoint Service will include the HealthPoint functions you have selected on Your HealthPoint application Form or subsequent upgrade form.
- 1.2 iSOFT will provide the HealthPoint Service to You via a HealthPoint terminal and modem loaded with HealthPoint application software and a printer and by giving You a Minor Customer ID and instructions on how to use the HealthPoint Service.
- 1.3 iSOFT will:
 - (a) install the HealthPoint Service; and
 - (b) provide You with training, support and maintenance for the HealthPoint Service; by (at iSOFT's option) giving You telephone advice or attending Your premises. If iSOFT only offers you telephone advice, you may if you wish elect to pay iSOFT to attend your premises to provide the above services.
- 1.4 You must provide a conveniently located Public Switched Telephone Network ('PSTN') telephone connection (which may be a line shared with a telephone or fax) and access to a power supply to connect the HealthPoint Service. Dial up access via a 1800 number to the HealthPoint Service will be available to You from wherever, within Australia, PSTN access is available.
- 1.5 You and iSOFT must keep confidential any Minor Customer ID provided by iSOFT.
- 1.6 You agree that iSOFT may store Traffic delivered to iSOFT from iSOFT Property for any period that iSOFT considers appropriate.
- 1.7 All terms in capital letters are defined in clause 11 (Definitions).

2. ISOFT PROPERTY

- 2.1 All property provided by iSOFT to You for use in connection with the HealthPoint Service is "iSOFT Property". iSOFT Property includes, but is not limited to, the items specified in Schedule 1.
- 2.2 iSOFT or iSOFT's suppliers will retain title, including all intellectual property rights, to iSOFT Property at all times. To protect that title You must: ensure that any mark which identifies iSOFT Property as iSOFT Property or iSOFT suppliers' property is not removed; not part with possession of, or license, iSOFT Property or let any of it become subject to any claims, liens or encumbrances; keep iSOFT Property safe and secure at the premises at which it is installed (identified in Your HealthPoint Application Form); notify iSOFT in advance if Your business is moving to other premises; and notify any person who attempts to seize or take possession of iSOFT Property that the iSOFT Property belongs to iSOFT or its suppliers and immediately notify iSOFT.
- 2.3 You must: only use iSOFT Property to use the HealthPoint Service and, if agreed with the bank supplying the EFTPOS facility, as an EFTPOS facility; only use iSOFT Property in accordance with user manuals iSOFT provides to You; only use Consumables which are approved by iSOFT from time to time and which are in accordance with the equipment manufacturer's specifications; adhere to the preventative maintenance and cleaning instructions provided from time to time by iSOFT; only permit persons who are trained in the proper use and maintenance of the iSOFT Property and HealthPoint Service to use iSOFT Property.
- 2.4 If iSOFT considers it necessary to upgrade, modify or replace iSOFT Property, You must provide all necessary assistance to iSOFT.
- 2.5 You are responsible for the supply of and payment for all Consumables required for the HealthPoint Service
- 2.6 You bear the risk of loss of or damage to the iSOFT Property. You will:
 - (a) insure that risk to the value of \$2,200 (or such other amount as iSOFT notifies you from time to time);
 - (b) immediately notify iSOFT of any loss of or damage to the

- iSOFT Property or any other event which may lead to a claim under any such insurance policy; and
- (c) You must pay iSOFT all moneys paid to you by an insurer under any such insurance policy in relation to the iSOFT Property.

- 2.7 The individuals signing the HealthPoint Application Form are personally responsible for Your obligations under this agreement.

3. FAULT REPORTING

- 3.1 Where You have reported to iSOFT difficulties with the HealthPoint Service, iSOFT will perform or arrange to be performed appropriate tests to determine the location and cause of any fault. You must provide all necessary assistance to iSOFT in that regard.
- 3.2 iSOFT is not responsible for any fault where:
 - (a) the fault is within another carrier's network; or
 - (b) the fault is within Your property.
- 3.3 The repair of any faults in iSOFT Property which are caused by Your acts or omissions will be at your expense including but not limited to any faults resulting from moving iSOFT Property from one premises to another.

4. ACCESS AND INSPECTION

- 4.1 You must provide iSOFT and any authorised agent of iSOFT with reasonable access to Your premises for any purpose necessary for iSOFT to provide the HealthPoint Service.
- 4.2 On receiving reasonable notice from iSOFT (except in an emergency when no notice is required), You must produce iSOFT Property to iSOFT for the purpose of inspection and testing.

5. TERM

Unless terminated earlier in accordance with these terms and conditions the agreement will run for the Initial Term and will automatically renew for consecutive terms of twelve months.

6. CHARGES

- 6.1 In consideration of iSOFT providing the HealthPoint Service, You will pay:
 - (a) the Charges; and
 - (b) any taxes (including goods and services tax), duties, stamp duties or government charges relating to this Agreement, in accordance with the Pricing Schedule.
- 6.2 You will pay all invoiced charges and taxes in full. You have no right of set-off or counterclaim in respect of the charges and taxes.
- 6.3 You may pay the Charges and any taxes by the methods set out in the Pricing Schedule.

7. TERMINATION

- 7.1 You may terminate this agreement by giving iSOFT written notice thirty (30) days before the expiry of the Initial Term or any subsequent renewal term of 12 months.
- 7.2 iSOFT may immediately terminate this Agreement at any time if:
 - (a) You breach any of these terms and conditions, and if capable of remedy, that breach is not remedied within thirty (30) days after receiving notice to do so;
 - (b) any of iSOFT's contracts with organisations which send data to or receive data from the HealthPoint Service (including but not limited to iSOFT's contracts with the HIC, DVA and pathology companies) are terminated or varied; or
 - (c) You cease to carry on business, cease to use the HealthPoint Service over a three month period, sell Your business or become insolvent, unless You have assigned Your rights and obligations under this agreement in accordance with clause 10.3 before the occurrence of any of the events referred to in this sub-clause.

- 7.3 iSOFT may terminate this agreement by giving You written notice, thirty (30) days before the expiry of the Initial Term or any subsequent renewal term of 12 months.
- 7.4 On termination of this agreement, You must permit iSOFT to retrieve all iSOFT Property from Your premises or return all iSOFT Property to iSOFT, at iSOFT's request. Retrieval will be free of charge, except in the circumstances described in clause 7.1 and 7.2(a).

8. LIABILITY

- 8.1 The parties acknowledge that provision of the HealthPoint Service may not be uninterrupted or error free, although iSOFT will use all reasonable efforts to supply the HealthPoint Service in accordance with this agreement.
- 8.2 iSOFT is not liable to You, or any person claiming by or through You or otherwise, for any loss, damages, costs, expenses or injury arising from the HealthPoint Service, including but not limited to the operation of iSOFT Property, any act or omission of iSOFT's support and maintenance service, or the content of any Traffic, failure to deliver Traffic, any suspension of part or all of the HealthPoint Service, any failure of iSOFT Property, any replacement or upgrade of any iSOFT Property, failure to provide the HealthPoint Service at any time, any failure, error or omission in the entry of information for transmission (including without limitation, details of the sender or recipient), or any failure, error or omission in the transmission, conversion, reception or storage of any Traffic or its contents.
- 8.3 iSOFT does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974 and the Telecommunications Act 1997) where to do so would contravene that statute, or cause any part of this clause 8 to be void.
- 8.4 Except to the extent clause 8.3 applies, iSOFT excludes all:
- (a) statutory liability;
 - (b) tortious liability including but not limited to liability in negligence;
 - (c) conditions and warranties implied by custom, general law or statute;
 - (d) liability for economic, consequential or indirect losses, expenses, damages and costs incurred by You, arising out of or relating to the HealthPoint Service, any failure to supply or delay in supplying them, or this agreement.
- 8.5 iSOFT's liability to You (if any) for any breach of any express or implied provision of these terms and conditions (other than an implied warranty of title) is limited, at iSOFT's option, to replacing or repairing those goods or providing those services again.
- 8.6 You agree that You will not use the HealthPoint Service in any manner which constitutes a violation or infringement of any statutory duty or obligation in contract, tort or otherwise, to any third party.

9. FORCE MAJEURE

- 9.1 Notwithstanding any other provision of these terms and conditions, neither party will be liable for any failure to fulfil any of these terms and conditions if such fulfilment is delayed, prevented, restricted or interfered with for any reason outside that party's reasonable control, including but not limited to, fire, storm, flood, earthquake, accident, war, labour dispute, materials or labour shortage other than its own staff or staff under its control, law or regulation or act or omission of any third person.
- 9.2 The party unable to perform its obligations must:
- (a) notify the other party promptly of any delay referred to in clause 9.1;
 - (b) use its best efforts to resume performance in accordance with those terms and conditions as soon as possible.
- 9.3 If any event referred to in clause 9.1 continues for more than six

(6) months then the agreement may be terminated forthwith by either party giving notice to the other party.

10. GENERAL

- 10.1 iSOFT may perform any of its obligations under these terms and conditions by arranging for them to be performed by a Related Body Corporate of iSOFT or a third party.
- 10.2 (a) iSOFT may disclose:
- to the HIC that You use the HealthPoint Service and any other information relating to the Medclaims Traffic;
 - to third parties (such as pathology companies or the DVA) who will send data to or receive data from You as part of the HealthPoint Service, that you use the HealthPoint Service;
 - and to the Commonwealth Bank for marketing purposes information you disclose to iSOFT about your credit card or EFTPOS facilities.
- (b) You acknowledge that in providing the HealthPoint Service, iSOFT may have access to, and use, certain personal information of Yours (such as details of Your telephone numbers), and You consent to such use provided that it is in accordance with this agreement.
- 10.3 You must not assign or attempt to assign any right or obligation under this agreement without iSOFT's written consent, which consent shall not be unreasonably withheld.
- 10.4 Part or all of any clause of these terms and conditions that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of these terms and conditions.
- 10.5 The failure of either party at any time to insist on performance of any provision of these terms and conditions is not a waiver of its rights at any later time to insist on performance of that or any other provision of these terms and conditions.
- 10.6 These terms and conditions are governed by the laws of New South Wales.
- 10.7 iSOFT may vary these terms and conditions and the Pricing Schedule at any time by giving You 30 days prior notice in writing. Upon receipt of this notice You may terminate the agreement on 30 days notice in writing to iSOFT. If You do not terminate the agreement the varied terms and conditions and Pricing Schedule will apply.

11. DEFINITIONS

In these terms and conditions unless the context otherwise requires:

"Charges" are the charges identified in the Pricing Schedule, including the additional charges for installation of more than one HealthPoint Service at a premise and for support, maintenance and replacement services.

"Commencement Date" means the date iSOFT notifies You that the HealthPoint Service is available and ready for Your use.

"Consumables" includes but is not limited to bond paper and laser printer cartridges.

"Customer" means the customer as in the HealthPoint Application Form

"DVA" means the Commonwealth Department of Veterans' Affairs.

"HealthPoint Application Form" means the application to receive the HealthPoint Service made on the application form attached to or accompanying these terms and conditions.

"Healthpoint Service" means the transfer of information between the Customer and third parties except the Commonwealth Bank, including but not limited to the HIC, using iSOFT Property.

"HIC" means the Health Insurance Commission.

"iSOFT" or **"iSOFT eHealth"** means iSOFT eHealth Solutions Pty Limited (ACN 092 953 832).

"iSOFT Property" has the meaning given to it in clause 2.1.

"Initial Term" means twelve months from the Commencement Date.

"iSOFT Software" means software and related materials owned by iSOFT, or licensed to iSOFT, and used to provide the HealthPoint Service including the HealthPoint application software.

"Minor Customer ID" means the code allocated to the HealthPoint terminal to identify Your Traffic.

"Pricing Schedule" means iSOFT's listing of the prices applicable to the HealthPoint Service and methods of payment in force from time to time.

"Related Body Corporate" has the meaning given to that term in the Corporations Act.

"Term" means the Initial Term and any extension in accordance with these terms and conditions.

"Traffic" means any communication by You to and from third parties, including but not limited to the HIC, using the HealthPoint Service.

"Medclaims Traffic" means any communication by You to and from the HIC, using the HealthPoint Service.

"You" and **"Your"** means the Customer.

Schedule 1 - iSOFT Property

- 1 Keycorp K7li-887 Keypad or K7lv keypad
- 2 Keycorp K74-008 Comms box
- 3 Keycorp K71 Junction Box (No. 712-350-009)
- 4 Keycorp K71 Power Supply
- 5 Keycorp K71 Single Drop Cable
- 6 K71 Printer Adaptor Plug
- 7 Lexmark Optra E+ Laser Printer (4026070), Lexmark Optra E312L (40442L1), Lexmark E230 (4505200), Lexmark E232 (4505200) or Epson TM-T88ii printer (M129B)
- 8 Lexmark Serial Adaptor (1368705) – for Lexmark printers only
- 9 Generic Epson Power supply (MOQ 780), Genuine Epson Power supply (M122A) -for Epson printers only
- 10 User Guides
- 11 Training Card with Magnetic strip

1. Introduction

- 1.1 The health claims service has two parts – electronic communications provided by iSOFT (communication service). And health claims processing provided by the health funds (processing service). If you make an application for health claims service and the application is accepted.
 - (a) iSOFT will provide you with the communications service in accordance with these terms and conditions, the application and pricing schedule: and
 - (b) The health funds will provide you with the processing service.
- 1.2 You will:
 - (a) Comply with the detailed procedure for the operation of the Healthclaims service set out in the user guide; and
 - (b) Co-operate as reasonably required by iSOFT and the health funds for the successful implementation and operation of the Healthclaims service.
- 1.3 iSOFT enters this agreement on its own behalf for the communications service.
- 1.4 The application must be signed by a provider or by a person with authority to sign on behalf of a provider. That signature will bind all providers listed in the application and the person signing warrants that the providers on whose behalf he or she has signed have agreed to these terms and conditions.
- 1.5 All terms in capital letters are defined in clause 12 (definitions).

2. Installation and equipment

- 2.1 You will provide (and pay for):
 - (a) A site (accepted to iSOFT) for the installation of the iSOFT property;
 - (b) A communications line;
 - (c) Mains power; and
 - (d) Consumables.
- 2.2 iSOFT will install the property by (at iSOFT's option) giving you telephone advice or attending your premises. If iSOFT only offers you telephone advice, you may if you wish elect to pay iSOFT to attend your premises to install iSOFT property.
- 2.3 If you sell your business or move premises after iSOFT has installed the iSOFT property;
 - (a) You must notify iSOFT: and
 - (b) If applicable, you will pay iSOFT's costs of moving the property to your new premises.
- 2.4 Ownership of the iSOFT property remains with iSOFT or its suppliers at all times. You will protect that ownership by:
 - (a) Ensuring that any mark which identifies the iSOFT property is not removed;
 - (b) Keeping the iSOFT property safe and secure and not parting with possession if it;
 - (c) Not granting, or allowing the grant of:
 - (i) an interest in the iSOFT property; or
 - (ii) a security over the property;
 - (d) Notifying iSOFT in advance if you intend to move or lease premises;
 - (e) Allowing iSOFT or iSOFT's supplier or representative to inspect the iSOFT property at any time on reasonable notice; and
 - (f) Notifying any person who attempts to seize or take possession of the iSOFT property that the iSOFT property belongs to iSOFT or iSOFT's suppliers and immediately notifying iSOFT of the attempted seizure.
- 2.5 You bear the risk of loss or damage to iSOFT property. You will:
 - (a) Insure that risk to the value of \$2,200 (or such other amount as iSOFT notifies you from time to time); and
 - (b) Immediately notify iSOFT of any loss or damage to the iSOFT property or any other event which may lead to a claims under any such insurance policy; and
 - (c) You must pay iSOFT all moneys paid to you by an insurer under any such insurance policy; and
 - (d) Pay iSOFT the full cost of repair or replacement, of damaged or lost iSOFT property which you have failed to insure.

- 2.6 You will use, maintain and clean the iSOFT property using the consumables, in accordance with the user guide and any reasonable instructions iSOFT may give from time to time. You will allow only iSOFT or its representatives to service or maintain the iSOFT property (including allowing iSOFT access to your premises to do so).
- 2.7 The individuals signing the application are personally liable for your obligations under this agreement.

3. The Health Funds' claim obligations

- 3.1 The health funds will process claims in accordance with:
 - (a) their internal procedures and the terms of their policies with their members; and
 - (b) The details you give in your application.
- 3.2 A health fund is under no obligation to accept electronic claims from you, including but not limited to claims where;
 - (a) The claim does not satisfy the criteria of the members cover; or
 - (b) A member disputes the validity of a claim.
- 3.3 The health fund will pay a claim to a provider no later than 10 days after the provider has made the claim (unless the claim is under dispute).
- 3.4 The health fund may suspend or terminate you from the processing service at any time if the health fund in its absolute discretion determines that is appropriate to do so.

4. Your claim obligations

- 4.1 You will:
 - (a) not knowingly submit a claim which is untrue or unauthorized by the member;
 - (b) submit claims in accordance with the user guide and all laws;
 - (c) retain for 2 years original receipts of transactions signed by the member; and
 - (d) Use the health claims service for claims on a health fund if at any time that health fund advises you not to do so.
- 4.2 You will not:
 - (a) make any representations or promises which purport to bind a health fund (for example, you will not promise a member that a certain claim will be accepted or a certain amount will be paid);
 - (b) Charge a member a fee for making a claim;
 - (c) accept a card if a health advises you not to do so.
- 4.3 You warrant in respect of each transaction:
 - (a) The particulars of the transaction are true and correct (including the item number of the service delivered);
 - (b) The claim represents services which have been actually provided by the you for the member identified on the card;
 - (c) the member does not, at the time you make the claim, disputes liability to pay you for the services; and
 - (e) The claim had been processed in the member's presence and the member has signed the acknowledgement on the transaction receipt.
- 4.4 A claim is not valid if it is illegal, incomplete, false in any respect, unauthorized or if it relates to services not provided by you.
- 4.5 You will protect the secrecy of your user identification and password, which enable use of the iSOFT property. iSOFT and health funds are entitled to accept a claim as having been made by you if the claim is submitted electronically using the iSOFT property.

5. Software licence

iSOFT, as authorised licensor, grants you the non-exclusive, non-transferable sub-licence to use the software on the iSOFT property for the purpose of using the health claims service and for the period that you take the health claims service. You will not copy, reverse engineer or disassemble the software or use the software in any way other than as contemplated by this clause.

6. Maintenance and support services

- 6.1 iSOFT will provide you with the maintenance and support services.
- 6.2 The maintenance and support services do not include repairs or maintenance required because iSOFT property has been damaged or not operated in accordance with the User Guide at your premises or whilst being transported by you, to or from premises. In such circumstances, you will pay iSOFT's costs of repairs.

7. Fees

- 7.1 In consideration of the provision of the health claim service, You will pay:
- (a) The fees; and
 - (b) Any taxes (including goods and services tax), duties, stamp duties or government charges relating to this agreement, in accordance with the pricing schedule.
- 7.2 You will pay all invoiced fees in full. You have no right of set-off or counterclaim in respect of the fees and taxes.
- 7.3 You may pay the fees and any taxes by the methods set out in the pricing schedule.

8. Termination

- 8.1 You may terminate this agreement at any time by giving 30 days notice in writing to iSOFT.
- 8.2 iSOFT may for itself and on behalf of the health funds terminate this agreement:
- (a) Immediately on notice if you breach any of these terms and conditions;
 - (b) Immediately on notice if any iSOFT contract with the health funds relating to the health claims service is terminated or materially varied; or
 - (c) Immediately on notice if you cease to carry on business, cease to use the health claims service over a 3 month period, sell your business or become insolvent, unless you have assigned your right and obligations under this agreement in accordance with clause 11.4 before the occurrence of any events referred to in this sub-clause; and
 - (d) At any time on 30 days written notice to you.
- 8.3 On termination of this agreement you will return all iSOFT property to iSOFT (or allow iSOFT to collect it). If the agreement is terminated under clause 8.1 or 8.2(a) or (c), you will pay for the return of the iSOFT property to iSOFT.

9. Confidential information

- 9.1 A party will not:
- (a) Use the other's confidential information except for the purposes contemplated by this agreement;
 - (b) Disclose the other's confidential information, except to its employees or contractors who have a need to know the information to enable a product or service to be used in the manner contemplated by this agreement and who have been informed of their obligations of confidentiality; or
 - (c) Copy or reproduce in any form whatsoever the other's confidential information.
- 9.2 A party will return (or destroy, as directed) another party's confidential information on request or on termination of this agreement.
- 9.3 iSOFT may disclose:
- (a) To the health funds
 - (i) That you use the health claims service; and
 - (ii) Information necessary for the operation of the health claims service (for example, your name, address and bank details); and
 - (c) To the commonwealth bank for marketing purposes, information you disclose to iSOFT relating to your EFTPOS and credit card facilities.
- 9.4 You acknowledge that in providing the Healthpoint service, iSOFT may have access to, and use, certain personal information

of yours (such as details of your telephone numbers), and you consent to such use provided that it is in accordance with this agreement.

10. Liability

- 10.1 The parties acknowledge that provision of the health claims service may not be uninterrupted or error free, although iSOFT and the health funds will use all reasonable efforts to supply health claims service in accordance with this agreement.
- 10.2 Neither iSOFT nor any of the HealthFunds is liable to you or any person claiming by or through you or otherwise for any loss, damages, costs, expenses or injury arising from:
- (a) The operation or failure of the operation of the iSOFT property or the HealthClaims service;
 - (b) Any replacement or upgrade of the iSOFT property; or
 - (c) The content of any traffic or any failure, error or omission in the entry of information for transmission or the transmission, conversion, reception or storage of traffic.
- 10.3 iSOFT and the health funds do not exclude or limit the application of any provision of any statute (including the trade practices ACT 1974 and the telecommunications ACT 1997) if to do so would contravene that statute or cause any part of this cause to be void.
- 10.4 Except to the extent clause 10.3 applies, each of iSOFT and the Health Funds exclude:
- (a) All statutory and tortious liability (including negligence) and all conditions and warranties, implied by custom, general law or statute; and
 - (b) All liability for economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the Healthclaims service, any failure to supply or delay in supplying them or this agreement.
- 10.5 The liability of each iSOFT and each of the health funds will be under any joint (or joint and several) liability to you as a result of an act or omission of another Health Fund.

11. General

- 11.1 A party will not be liable for a failure to comply with a provision of this agreement if that failure is caused by a event outside that party's control ('force majeure event'), including but not limited to fire, natural disaster, accident, war, electrical outage or industrial dispute.
- 11.2 If a party is unable to comply with its obligations because of a force majeure event it will:
- (a) Notify the other parties; and
 - (b) Use its best efforts to resume performance of its obligations as soon as possible.
- 11.3 iSOFT may perform any of its obligations under this agreement by arranging for them to be performed by a related body corporate of iSOFT or a third party.
- 11.4 You will not assign or attempt to assign any right or obligation under this agreement without iSOFT's written consent (not to be reasonably withheld).
- 11.5 Part or all of any clause of this agreement that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of this agreement.
- 11.6 iSOFT may vary this agreement and the pricing schedule at any time by giving you 30 days prior notice in writing. Upon receipt of this notice you may terminate this agreement under clause 8.1. if you do not terminate this agreement, the varied terms and conditions will apply from the date the notice period expires.

12. Definitions

In these terms and conditions unless the context otherwise requires:

'Agreement' means the agreement formed between you, iSOFT and the health funds when iSOFT and the health funds accept your application and notify you.

'Application' means an application to receive the health claims service made on the application form attached to or accompanying these terms and conditions.

'Card' means a card to the specifications agreed by iSOFT and the health funds, supplied by a health fund to a member for use in making claims.

'Claim' means a claim by you for payment of benefits in respect of health services provided to you by a member, for which the member has assigned his or her right to benefits to you, and which is submitted in electronic form using the health claims service.

'Commencement Date' means the date iSOFT notifies you the health claims service is available and ready for your use.

'Communications Service' means the capture and transmission of the data between you and third parties except the Commonwealth Bank, including but not limited to the Health Funds, using iSOFT property.

'Confidential Information' means all information concerning this agreement, the health claims service, your practice, the business of iSOFT or Health Funds and all patient and all patient and health service information, disclosed by one party to another prior to, or in connection with this agreement, excluding information in the public domain and information and information a party is required by law to disclose (but only for the purpose of that disclosure).

'Consumables' means materials, as specified by iSOFT, required for the operation of the iSOFT property, including but not limited to bond paper and laser printer cartridges.

'Fees' means the fees specified in the pricing schedule.

'Healthclaims Services' means the communications service and the processing service.

'health funds' means the private health insurance companies with whom iSOFT has entered into an agreement for the health claims service as advised to you from time to time by iSOFT.

'Health Services' means provided to you by iSOFT to a member for which a member may be entitled to benefits from a Health Funds.

'iSOFT' or **'iSOFT ehealth'** means iSOFT Health Pty Ltd.

'iSOFT Property' means all property provided to you by iSOFT in relation to this agreement and any component part of it, including software.

'Maintenance and Support Services' means that if you report a fault in the iSOFT property (and you have not caused the fault) iSOFT will provide or procure the provision of telephone support, equipment servicing or equipment replacement (as appropriate), in accordance with the user guide, to return the iSOFT property to working order.

'Member' means a member of a health fund who may be entitled to benefits from a Health Fund and who is listed on a card.

'Pricing Schedule' means iSOFT's listing of prices applicable to the health claims service and methods of payment in force from time to time.

'Processing Service' means the receipt and processing of transactions by the health funds delivered by the communications service, including verification of claims and notification of acceptance or rejection via the communications service.

'Provider' means provider of health services.

'Premises' means your premises at which the iSOFT property has been installed.

'Receipt' means the receipt generated by the health claims service when a transaction is processed.

'Related Body Corporate' has the meaning given to that term in the corporations ACT.

'Software' means the software which is part of the iSOFT property.

'Traffic' means any communication to or from the health funds using health claims service;

'Transaction' means the transmission of any of the following transaction types:

claim: claims by one provider for one or more members of the same family and including up to a maximum 16 items;

void: a void of the last claim submitted on the same day.

'User Guide' means the user guide for the health claims service provided to you by iSOFT from time to time, which will set out amongst other things instructions for use of the health claims service, making claims, verification, response and settlement of claims.

'You' and **'Your'** means the customer defined in the application.