

Voluntary Assisted Dying

Terms of Use

Please read these Terms of Use (Terms) carefully before using the Voluntary Assisted Dying Clinical Portal (the Clinical Portal).

1. About the Voluntary Assisted Dying Clinical Portal

The Clinical Portal is an online platform used by Authorised Users to manage and process requests for access to voluntary assisted dying in line with the *Voluntary Assisted Dying Act 2021* (the Act). It is managed and supported by the Department for Health and Wellbeing (the department).

In these Terms, 'we', 'us' or 'our' is a reference to the Crown in right of the State of South Australia and includes its agents, instrumentalities, officers, and employees from time to time. Reference to 'you' or 'your' is a reference to you as the Authorised User of the Clinical Portal.

These Terms relate to the use of the Clinical Portal and form a legally binding contract between you and us. You acknowledge and agree that you are being granted access to use the Clinical Portal by us is good consideration.

Access to, and use of, the Clinical Portal is subject to these Terms. We reserve the right to amend these Terms at any time and from time to time as we see fit and your continued use of the Clinical Portal will signify your acceptance of any amendment to these Terms.

We reserve all rights and interests not explicitly granted under these Terms.

By accessing or using the Clinical Portal, you agree to be bound by the Terms current at that time. The current Terms are those published on this page at the time of access. If you do not agree to be bound by these Terms you will not be granted access to the Clinical Portal.

These terms of use are governed by and follow the laws for the time being in force in the State of South Australia. Any claim relating to use of the Clinical Portal will be heard by the courts of South Australia.

2. Definitions

Authorised Users means a person who has access to the Clinical Portal which includes medical practitioners, pharmacists at the Voluntary Assisted Dying Pharmacy Service, the Board, department personnel and personnel in the Voluntary Assisted Dying Care Navigator Service.

Content means all documents, text, data, logos, downloaded material, software and any other multimedia made available via the Clinical Portal.

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Personal information means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy means an individual's right to have their personal information protected from unauthorised access or disclosure.

3. Our responsibilities

To the extent permitted by law, we:

- provide the Clinical Portal and associated systems 'as is' and without charge
- take reasonable steps to ensure the security of personal information in the Clinical Portal in accordance with our Voluntary Assisted Dying Privacy Statement
- complete updates, bug fixes and patches to the Clinical Portal
- give no express or implied warranties or make any representation (and to the full extent permitted by law exclude all statutory warranties) for Clinical Portal and associated systems (including its availability, security, performance or fitness for a particular purpose)
- will not be liable for any loss or damage (including special, indirect, or consequential) arising from or in connection with the Clinical Portal and associated systems, or their availability, use or performance either directly or through a third-party provider.

To the extent that our liability for the Clinical Portal (or any part of it) cannot be excluded, it is limited to the resupply of the relevant goods or services, or the cost of such resupply, at our option, or otherwise limited to the minimum amount permitted by law.

4. Your responsibilities

You are responsible for your secure use of the Clinical Portal and the device on which you access it including:

- using appropriate and up-to-date operating systems, firewall software and anti-virus software to protect your device
- changing your password regularly
- complying with all security requirements and instructions provided by us about your use of the Clinical Portal.

In accessing and using the Clinical Portal you understand and agree that you will:

- only use the Clinical Portal and any information contained within the Clinical Portal for a purpose permitted by the Act
- provide information that is true, accurate and correct
- keep your information up-to-date, complete and accurate at all times



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- exercise your own skill and care with respect to your use of the Clinical Portal and carefully evaluate the accuracy, currency, completeness, and relevance of information on the Clinical Portal for your purposes
- not use the Clinical Portal for any unlawful or improper purpose
- not access or seek to access any other Authorised Users' Clinical Portal account
- not disclose your Clinical Portal password to any other person
- keep your account username and password secure at all times
- contact Health.VADOperations@sa.gov.au immediately if you suspect that the security of your account may have been compromised – e.g., your password or Username has been lost or stolen
- take all reasonable measures to limit the impact of any suspected security compromise, such as changing your password immediately
- not circumvent (or attempt to circumvent) any security or authentication measures of the Clinical Portal or any other system, network or server connected to the Clinical Portal
- not upload or permit any virus or malicious code to adversely affect the Clinical Portal or any associated equipment, or interfere with or disrupt the operation of the Clinical Portal
- not use the Clinical Portal to mislead or deceive others
- not interfere with any other Authorised User of the Portal
- ensure your use of the Clinical Portal complies with all applicable conditions of use, including third party software licensing conditions of use and all applicable laws
- If you believe any content on the Clinical Portal is inappropriate, inaccurate, out of date, unlawful or infringes your rights, please contact us at Health.VADOperations@sa.gov.au.

5. Clinical Portal and associated services

You acknowledge that we may at any time modify, change or refine the features and functionality of the Clinical Portal.

While we will use reasonable efforts to rectify any issues with the Clinical Portal and associated services that we are aware of, and to protect the information that you provide via the Clinical Portal:

- we make no guarantees that the Clinical Portal, and your access to it, will be continuously available, uninterrupted and fault or error free
- we make no representations or warranties, express or implied, that the Clinical Portal will be free from, and accept no liability however arising (including liability in negligence) in connection with, any harmful code (including viruses, bugs, Trojan horses, spyware or adware), infection by computer virus or other contamination or third-party interference to your information, data, device or software

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- your access to the Clinical Portal is also contingent on telecommunication services and other factors beyond our control
- we may suspend or terminate access to the Clinical Portal and associated services through some or all products or to some or all Authorised Users at any time, in accordance with Clause 12 of these Terms.

You should take appropriate and adequate precautions to ensure that the information obtained from the Clinical Portal is free of viruses or other contamination that may interfere with or damage your systems, devices or data.

6. Intellectual property rights

The intellectual property rights in the Clinical Portal and all materials (including all documents, text, data, logos, downloaded material, software and any other multimedia) made available via the Clinical Portal (Content) are either owned by the department, or licensed to us, and all rights in the Content is reserved.

We grant Authorised Users a limited right to access the Clinical Portal and view the Content, subject to these Terms.

You must not:

- decompile, reverse engineer, disassemble or otherwise attempt to derive the source code for the software
- create derivative works based on the software or modify it in any way
- distribute copies of the Clinical Portal or versions of it
- copy, modify, adapt, publish, transmit, commercially exploit, reproduce or distribute any Content unless you have first obtained our written consent to do so, which we may give or withhold in our absolute discretion
- use data mining or similar data gathering tools on the Clinical Portal or in relation to any Content
- collect or store data about other Authorised Users of the Clinical Portal or information about patients held within the Clinical Portal.

You may use personal information provided or submitted by a patient through a voluntary assisted dying form only for purposes permitted by the Act.

We reserve the right to review, edit, move, or delete any Content at any time without notice.

7. External websites

The Clinical Portal provides links to external websites operated by third parties. These linked websites will have their own terms of use and you are responsible for reading and understanding the terms and conditions of use of such third parties.

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We:

- do not sponsor, endorse or necessarily approve of any material on sites linked to or from the Clinical Portal or warrant that they are accurate, authentic, or complete
- do not authorise the infringement of any intellectual property rights contained in material in linked websites or services
- accept no liability for the content of those websites or for any loss arising from your use or reliance on those website
- are not responsible for any fees charged by other agencies or third-party providers.

Any disputes between you and any third-party provider, including another government agency, must be resolved between you and that party.

8. Privacy

You acknowledge that we collect personal information, including health and other sensitive information, for the purposes of enabling people to access voluntary assisted dying in line with the Act.

We will collect, use, store, manage and may disclose to third parties, your personal information in accordance with the South Australian Information Privacy Principles (IPPs) as detailed in the Voluntary Assisted Dying Clinical Portal Privacy Statement.

For the purposes of address validation, the Clinical Portal utilises Google Places API. By using this application, users are bound by Google's [Terms of Service](#) and [Privacy Policy](#).

9. Monitoring by the Department

You acknowledge that the department has no obligation to monitor your use (or any other Authorised User's use) of the Clinical Portal, but it has the right to do so at any time for its own purposes, including as required to determine your compliance (or the compliance of any other Authorised User) with these Terms or to comply with any law or government authority request.

When you access the secure areas of the Clinical Portal, records of the individual activity by registered Authorised Users are logged and used by the department for auditing purposes.

10. Complaints and dispute resolution

The department has no obligation to any Authorised User to assist or be involved in any dispute between Authorised Users. The department may, in its absolute discretion, choose to provide assistance in relation to disputes between Authorised Users from time to time if (and to the extent that) the department deems it appropriate, and it is consistent with its role under the Act.

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If you have a complaint relating specifically to the department's role in administering the Clinical Portal (and which does not relate to a dispute between Authorised Users), then you may notify the department of the complaint using the contact details in Clause 4 of these Terms.

11. Breach of Terms

Without limiting or derogating from our other rights under these Terms or at law, if you breach these Terms in any way, or if we reasonably suspect that you have breached these Terms, we may:

- send you one or more formal warnings
- temporarily suspend your access to the Clinical Portal
- permanently prohibit you from accessing the Clinical Portal
- commence legal action against you, whether for breach of contract or otherwise
- suspend or delete your account on the Clinical Portal

Where we suspend or prohibit or block your access to the Clinical Portal or a part of the Clinical Portal, you must not take any action to circumvent such suspension or prohibition or blocking.

If we do not take action in relation to a particular breach of these Terms, this will not be treated as a waiver by us of any right or remedy in respect of any existing or future breach of these Terms.

12. Termination or suspension of your access to the Clinical Portal

Your account and access to the Portal may be locked, suspended or terminated at any time or for any reason in our sole and absolute discretion, without limitation.

Without limiting the foregoing, we may lock, suspend or terminate your account and access to the Clinical Portal, if either:

- you are in breach of these Terms
- you do not have, or cease to maintain, the qualifications, approvals or training required to be an Authorised User of the Clinical Portal or required under the Act
- you become the subject of any legal or disciplinary proceedings, including criminal or Australian Health Practitioner Regulation Agency investigations, that would preclude you from participating in voluntary assisted dying
- the department is unable to contact you after making 3 attempts (at least one of which must be in writing)
- you request the department deactivate your account.

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You can contact us on Health.VADOperations@sa.gov.au to reactivate your account if it was deactivated because either:

- you requested the department deactivate your account
- your completion of the voluntary assisted dying mandatory training has expired.

13. Exclusion of liability

To the maximum extent permitted by law, the State of South Australia and the department and their directors, officers, employees and agents exclude all liability for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of use, loss of data, loss of business or profits, business interruption or loss of opportunity) which you suffer or incur due to your use or reliance on the data contained within the Clinical Portal where such loss is caused by your use of the Clinical Portal unlawfully or in contravention of these Terms.

14. General

If any element of these Terms is held to be invalid, unenforceable or illegal for any reason, the remaining part or parts of the Terms will continue in full force.

These Terms are governed by the laws in force in the State of South Australia and applicable Federal Laws.

If you no longer wish to use the Clinical Portal, you may log out of the Clinical Portal from all devices. If you choose to no longer use the Clinical Portal, we will keep, record, and dispose of your personal information in accordance with the *State Records Act 1997* or as otherwise required by law.

These Terms constitute the entire agreement between you and us. They supersede all prior communications, representations, agreements or understanding about these Terms.

For more information

Voluntary Assisted Dying Operations Team
Commissioning and Performance
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