

# SafeScript NSW

## Terms of Access and Use

### Introduction

These Terms of Access and Use (**the Terms**) apply to all information generated, collected, accessed, used, managed, stored, and disclosed in SafeScript NSW. The Terms apply to dentists, medical practitioners, nurse practitioners, and pharmacists who are registered and authorised to use SafeScript NSW. Before accessing and using SafeScript NSW, you must carefully read, and agree to, these Terms. The NSW Ministry of Health (**the Ministry**) may change the Terms at its discretion and without notice. It is your responsibility to ensure you are aware of any changes to these Terms each time you visit SafeScript NSW.

If you do not agree to these Terms or cannot comply with them, you should stop using SafeScript NSW immediately. If you have failed to comply with these Terms, the Ministry may restrict, suspend, or revoke your access to SafeScript NSW. Unauthorised access and use may be subject to civil and/or criminal penalties. An end to your access to SafeScript NSW does not release you from any liability or penalty you may have incurred arising from, or in connection with, your access or use of SafeScript NSW.

In these Terms:

- the expression 'user', 'you' and 'your(s)' refers to the dentist, medical practitioner, nurse practitioner, and pharmacist who are registered to use SafeScript NSW;
- the expression 'we', 'us', 'our' and "the State" means the State of New South Wales (acting through the Ministry).

### 1. Acceptance and compliance with Terms

By accessing SafeScript NSW, you agree to abide by the Terms as a legally binding agreement between you and the Ministry. These Terms apply in addition to all other obligations you have in relation to SafeScript NSW under law, including under the *Poisons and Therapeutic Goods Regulation 2008*, *Health Records and Information Privacy Act 2002*, and *Privacy and Personal Information Protection Act 1998*. If these Terms are inconsistent with your obligations under law, your legal obligations will prevail over these Terms to the extent of the inconsistency.

### 2. Scope of SafeScript NSW

SafeScript NSW is made available to assist you to:

- provide treatment to an individual patient by enabling you to review the prescribing and dispensing of monitored medicines to the patient by prescribers and pharmacists, and
- provide advice to another prescriber or pharmacist on the treatment of an individual patient.

The information provided through SafeScript NSW is collected from prescribing and dispensing software and may not include all prescriptions or supplies of monitored medicines. Further, the Ministry has limited control over the accuracy of the data created by prescribers or dispensers in relation to monitored medicines.

### 3. Data integrity

If you believe there is an error in a prescription record or dispensing record contained in SafeScript NSW, the record can be corrected by amending the details in the practice or dispensing software, to the extent it is information generated by you and your prescribing/dispensing system (ie you can correct your own records of prescribing or dispensing). The corrected information will then be updated automatically in SafeScript NSW. If you believe there is an error in the information contained in SafeScript other than a prescription or dispensing record, or as a result of a prescription/dispensing transaction from another clinician's prescribing/dispensing records, please contact us at [safescript@health.nsw.gov.au](mailto:safescript@health.nsw.gov.au)

### 4. Security and Access

Although we take reasonable care in providing information, we do not warrant or guarantee security of the SafeScript NSW site or internet communications. You agree to accept all risks associated with using the internet and SafeScript NSW. You are solely responsible for the security of your device and data stored on that device. Lawful access to SafeScript NSW is limited to dentists, medical practitioners, nurse practitioners or pharmacists. To access SafeScript NSW you will be required to register with your Australian Health Practitioner Regulation Agency (Ahpra) credentials, which will also involve an identity verification process. You must keep your login details and password confidential and not disclose them to any person. If you breach your obligations and this results in another person using SafeScript NSW with your login details, you may be held responsible and liable for the use that person makes of this site as if that person were you.

You agree that you must provide your own internet access and device access, and that you will be responsible for all internet access, data download and other network charges arising from your use of SafeScript NSW. You acknowledge that you are responsible for the operation and maintenance of your device.

You must take all reasonable measures to ensure access to SafeScript NSW is via a secure device and not on a publicly accessible device.

It is intended that information collected for SafeScript NSW will form part of the national real-time prescription monitoring system, which may allow prescribers and dispensers to access information held in other States and Territories in making prescribing and dispensing decisions in New South Wales. This may also mean that information about NSW prescriptions and supplies will be accessible outside of NSW in other Australian states and territories. For example, information may be shared by NSW Health with another State or Territory for inclusion in a database established in a State or Territory and serving substantially the same purpose as the SafeScript NSW.

### 5. Permitted Use

You must not use SafeScript NSW in a manner inconsistent with these Terms, and must not hack into, insert malicious code, destroy data, or introduce viruses or harmful data into SafeScript NSW. You must use SafeScript NSW only for:

- providing treatment to an individual patient by—
  - reviewing the prescribing of monitored medicines to the patient by other prescribers, and
  - reviewing the supply of monitored medicines to the patient by pharmacists, and
- providing advice to a prescriber or a pharmacist on the treatment of an individual patient.

### 6. Disclaimer

You acknowledge that the information in SafeScript NSW may not include a complete or accurate record of a patient's prescription and dispensing history of monitored medicines. The Ministry disclaims all express or implied warranties of any kind including, without limitation, as to accuracy, adequacy,

completeness, merchantability, fitness for a particular purpose and non-infringement of third party rights.

### **6.1 Exclusions of warranties**

All information available through SafeScript NSW is provided on an 'as is' and 'as available' basis and without warranties of any kind, expressed or implied (except those implied by statute and incapable of exclusion).

To the maximum extent permitted by law, the Ministry excludes, and makes no representation, warranty or endorsement of any kind, whether express or implied, in relation to:

- a) the content, accuracy, completeness, accessibility, suitability, safety, security, reliability, fitness for purpose or any other aspect of SafeScript NSW;
- b) the performance and availability of SafeScript NSW;
- c) protection from loss, damage, corruption or degradation of any content, data or other material as a result of the use of SafeScript NSW.

### **6.2 Exclusion of liability**

The Ministry of Health excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) in connection with:

- the use of, reliance on, or action taken as a result of, any information on SafeScript NSW for any decision or otherwise
- accessing, displaying and using SafeScript NSW and/or participating in any activities on SafeScript NSW
- any interruption, suspension or termination of SafeScript NSW in whole or in part for whatever reason, including failure or suspension of public or private telecommunications network
- any loss, damage, corruption or degradation of any data or other material as a result of the use of SafeScript NSW and/or viruses or other technologically harmful material that may infect any hardware due to use of SafeScript NSW.

The Ministry accepts no responsibility for any interference, loss, damage or disruption to your computer system, mobile device or network you use to access or use SafeScript NSW, any content, information, data or other material on that system or network or otherwise which arises in connection with your use of SafeScript NSW. You agree to take your own precautions to ensure that the process which you employ to obtain access to SafeScript NSW does not expose you to a risk of viruses, malicious computer code or other forms of interference which may damage your computer or mobile device or otherwise cause interference, loss, damage or disruption of any kind.

### **6.3 Release from claims**

You hereby waive, release, forgive, discharge and relinquish any and all claims that you may have against the Ministry, its related bodies corporate, directors, officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, your access to, or use of, SafeScript NSW, including, but not limited to, accessing or downloading any information and materials in, or from, SafeScript NSW or submitting or uploading any content, information, concepts, data or other materials to SafeScript NSW. You release the Ministry, its related bodies corporate, directors, officers, employees, contractors, agents and representatives from and against any loss or damage or liability for any loss or damage incurred by you.

### **6.4 Software viruses**

Without limiting the above, the Ministry does not warrant that SafeScript NSW, the server on which SafeScript NSW is hosted, information or material available for download, is free from viruses or other conditions that could damage or interfere with data, hardware or software. Accordingly, the Ministry

excludes, liability for loss suffered as a result of any such viruses, malicious code, spam or other defects.

### **6.5 Exclusion of liability – scope**

The exclusion of liability applied to these Terms applies to claims whether in contract, tort (including, without limitation, negligence) or equity.

### **6.6 Your contribution to loss**

You agree that any liability on the part of the Ministry will be reduced by the extent, if any, to which you contributed to the loss.

### **6.7 Non-excludable liability (if any)**

These Terms do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

## **7. Privacy**

You acknowledge that personal information about you, including information provided by you as a consequence of you registering as a user of SafeScript NSW, obtaining access to, or using, SafeScript NSW, will be collected, stored and dealt with by the Ministry for:

- the purposes of the Ministry as set out in the *Poisons and Therapeutic Goods Regulation 2008*, including monitoring the prescribing and supply of monitored medicines by individual prescribers and pharmacists, providing information to regulatory authorities reasonably required for the purpose of regulating the prescribing supply or use of monitored medicines, and disclosing content in SafeScript NSW to other States/Territories for inclusion in interstate databases serving substantially the same purpose as SafeScript NSW subject to the terms of information exchange arrangements, once agreed;
- supporting SafeScript NSW functionality; and
- administering and managing SafeScript NSW and the services associated with it.

The Ministry may use your personal information in accordance with SafeScript NSW privacy policies. The Ministry protects, collects, manages and uses and discloses personal information and health information in accordance with the *Health Records and Information Privacy Act 2002*, and *Privacy and Personal Information Protection Act 1998*. The Ministry may disclose personal or health information in accordance with the *Health Records and Information Privacy Act 2002* and the *Privacy and Personal Information Protection Act 1998*.

## **8. Removal of access**

In addition to any other remedies the Ministry has at law, you agree that the Ministry may cancel, restrict, or suspend your access to SafeScript NSW at any time, with or without prior notice, without providing reasons, if the Ministry considers in its absolute discretion, that you:

- have breached these Terms or are likely to breach these Terms, in the reasonable opinion of the Ministry;
- have breached the *Poisons and Therapeutic Goods Act 1966* or *Poisons and Therapeutic Goods Regulation 2008* through your access, use or dealings with content derived from SafeScript NSW, in the reasonable opinion of the Ministry;
- otherwise pose or create a privacy or security risk to any person, the Ministry (including its related entities, directors, officers, employees, contractors, agents or representatives, whether in the course of their employment or otherwise), SafeScript NSW, third party websites or information repositories or applications, the computer systems, applications, or networks of the Department, where the nature of a 'risk' is determined at the reasonable opinion of the Ministry.

## **9. General**

### **9.1 Entire Terms**

The Terms constitute the entire agreement between you and the Ministry relating to SafeScript NSW and all previous representations and arrangements are superseded by these Terms.

### **9.2 Severability**

The invalidity or unenforceability of any provision of these Terms shall not affect the rest of the provisions in these Terms, which will continue in full force and effect.

### **9.3 Invalid or unenforceable provisions**

If a provision of these Terms is found by a court of law to be invalid or unenforceable:

- it is to be read down or severed to the extent of the invalidity or unenforceability; and
- that fact does not affect the validity or enforceability of the remaining provisions.

### **9.4 No waiver**

No provision of these Terms will be taken to be waived except by written notice signed by you and the Ministry.

### **9.5 Contact Details**

Should you have any questions regarding the Terms please contact the Ministry by emailing: [safescript@health.nsw.gov.au](mailto:safescript@health.nsw.gov.au)

