

SafeScript: Terms of Use

1. Introduction

The SafeScript website, www.safescript.vic.gov.au, is your online access point to SafeScript, Victoria's real-time prescription monitoring system.

This website is operated on behalf of the government of the State of Victoria, Australia by the Department of Health (referred to hereafter as "**the Department**").

In these Terms of Use the words "you" and "your" refer to the person using this website.

2. Application of these Terms of Use

Any person who uses this website (by any means) is deemed to have accepted these Terms of Use.

These Terms of Use will apply in addition to any other obligations you may have in relation to SafeScript under law, including under the *Drugs, Poisons and Controlled Substances Act 1981 (Vic)* (as amended) (hereafter referred to as "**the Act**"), the *Drugs, Poisons and Controlled Substances Regulations 2017 (Vic)* (as amended) (hereafter referred to as "**the Regulations**"), the *Health Records Act 2001 (Vic)* and the *Privacy Act 1988 (Cth)*. If these Terms of Use are inconsistent with your obligations under law, those obligations will prevail over these Terms of Use to the extent of the inconsistency.

The Department may amend these Terms of Use at any time. The update information (appearing at the bottom of this document) indicates the date on which these Terms of Use were last amended.

3. Copyright

The State of Victoria owns or has been granted permission to the intellectual property rights in the contents of this website, including the images, graphics, text and their arrangement on this website, which are all subject to copyright and other intellectual property protection. You may access and display these pages on an internet enabled device, such as a computer, tablet or a monitor. All other use, copying or reproduction (including reproduction on any other website) of any part of this website, including these Terms of Use, is prohibited. This website contains content that is subject to the intellectual property rights of third parties.

4. Disclaimer

The website

The content of this website is made available for information purposes and for you to fulfil your legal obligations under the Act and the Regulations.

The information provided through this website has been collected through a number of sources. You acknowledge that the information in SafeScript may not include a complete record of a patient's prescription history of monitored medicines controlled under the Act.

The Department recommends that you exercise your own skill and care with respect to your use of this website and carefully evaluate the accuracy, currency, completeness and relevance of information on this website for your purposes.



Disclaimer as to use of information

To the extent permitted by law, the Department excludes liability for any loss (including loss from viruses) caused by your use or reliance on the data contained within this website, where such loss is caused by your use of this website unlawfully or in contravention of these Terms of Use.

You are advised to read all provisions of these Terms of Use prior to accepting them.

Disclaimers and limitations of liability regarding external websites

This website provides links to external websites. The Department does not control and accepts no liability for the content of those websites or for any loss arising from your use or reliance on those websites. The Department does not endorse any external website and does not warrant that they are accurate, authentic or complete. Your use of any external website is governed by the terms of that website. The provision of a link on this website to an external website does not authorise you to reproduce, adapt, modify, communicate or in any way deal with the material on that external website.

5. Security

Use of this website requires you to have an internet connection. The Department applies a range of security controls to protect this website from unauthorised access, including data encryption in transit and at rest, multi-factor authentication, routine penetration testing and access audit logs.

The Department accepts no liability for any interference with or loss or damage to your computer system, software or data (including loss from viruses, disabling codes, worms or other devices or defects) occurring in relation to your internet connection or use of this website.

6. Acceptable use policy

You agree to use this website only for lawful purposes, and in a manner that does not infringe the rights of or inhibit the use of this website by any third party. This includes any conduct which is unlawful or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption to any part of the website.

You must only use text or information provided via this website, including datasets or data they contain, in a manner and for a purpose which is consistent with your legal obligations, including your obligations under the Act, the Regulations, the *Health Records Act 2001 (Vic)* and the *Privacy Act 1988 (Cth)* (as amended).

You must not download or copy any text or data from this website which contains health records or personal information for any purpose other than those permitted under the Act or any other applicable law, including but not limited to the *Privacy and Data Protection Act 2014 (Vic)*, the *Health Records Act 2001 (Vic)* and the *Privacy Act 1988 (Cth)*.

You must not use text or information provided via this website, including datasets or data it contains, in any of the following ways:

- use the data in a misleading or incorrect manner;
- use the data for any purposes other than the lawful medical treatment or care of a patient or the authorised prescription or supply of monitored poisons in accordance with the Act;
- use the data or this website in or to support a criminal or illicit activity;
- use the data in any application, or in any other ways to defame any person.

You must not do anything that has an impact on the performance of this website nor interfere with the operation of this website or the display of information on the website pages. This includes attempting to gain unauthorised access to the secure areas of this website.

The inclusion of any email addresses on this website is not consent to receiving unsolicited commercial electronic messages or SPAM.

7. Your account

You are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account or password. You must only use your own account and password when accessing the SafeScript website. If you become aware of unauthorised access to your SafeScript account, you must notify the Department immediately via SafeScript technical support:

- phone: 1300 723 379; or
- email: it.safescript@health.vic.gov.au.

8. Website access

You acknowledge that access to this website: (a) may not be continuous or uninterrupted at all times; and (b) may be interfered with by factors or circumstances outside of the Department's control.

If you experience problems with this website not related to your PC or other device, communications line or internet service provider, please contact SafeScript technical support for assistance:

- phone: 1300 723 379; or
- email: it.safescript@health.vic.gov.au.

9. Suspension or termination of access

The Department can suspend or terminate your access to the SafeScript website at its sole discretion at any time upon providing you with written notice.

10. Visit logs

When an individual visits the SafeScript website, the Department makes a record of your visit and logs the following information for statistical purposes:

- browser search engines
- hosts
- pages viewed
- number of visits
- access path, and
- platform used.

When an individual accesses the secure areas of the SafeScript website, records of the individual activity are logged and used by the Department for auditing purposes. This information is also accessible to users to assist with the co-ordination of patient care. The following is recorded:

- username of the individual
- time of access, and
- records that have been accessed.

11. Interstate access

Access to this website may be provided to users outside of the State of Victoria in which their State or Territory has expressly authorised their user access through a Memorandum of Understanding with the State of Victoria.

If you are accessing this website from outside of the State of Victoria, these Terms of Use will apply in addition to any other obligations you may have under any other applicable law in your jurisdiction, including the *Privacy Act 1988* (Cth). You may only access this website when providing medical care or treatment to a Victorian patient. The Department reserves the right to revoke your user access if the Department is made aware of any use contrary to these Terms of Use and notify your state or territory health department in relation to this matter.

12. Downloadable documents

Where stated on this website, SafeScript allows you to download particular material from the website. By downloading material from this website, you agree to:

- comply with the terms of the copyright applying to that material, if any; and
- conduct such virus scanning and take appropriate and adequate precautions (including up-to-date firewall and anti-virus software) as may be necessary to ensure that the downloaded material is free of viruses or other contamination and will not corrupt or damage your property (including damage to software, hardware or data) or that of any other person; and
- only provide the downloaded material to a third party where clinically appropriate to do so and where permitted to do so pursuant to the Act and any other relevant laws.

13. Notification service

The Department will use all reasonable efforts to ensure that the information in notifications and alerts provided to you are accurate and up-to-date. However, events may occur that delay the transmission of notifications and alerts or otherwise cause the information in those notifications and alerts to be inaccurate or out of date. Accordingly, the Department makes no guarantee that notifications and alerts will be received in a timely manner.

14. Privacy

Please refer to this website's privacy collection notice in relation to the Department's policy on its access, use and storage of any personal information you provide to the Department when accessing and using this website.

The notice may be viewed at: https://help.safescript.vic.gov.au/SafeScript_PrivacyNotice_Practitioners.pdf.

15. SafeScript logo

The Department does not endorse the use of the SafeScript logo by any party, except where written permission is given.

Requests for permission to use the SafeScript logo should be directed to:

Communications Team
Department of Health
GPO Box 4057
Melbourne VIC 3001

or by email: DHHSCommunications@health.vic.gov.au.

Please state how and why you wish to use the SafeScript logo. Please include your contact details, name, address, telephone number and e-mail.

16. Cookies amended from website

Our website will use session cookies when you access any part of the website. Session cookies enhance the experience of using the website.

17. General

These Terms of Use are governed by, and are to be construed in accordance with, the laws of the State of Victoria, Australia. You agree that the courts of the State of Victoria, Australia have non-exclusive jurisdiction with respect to any matter arising from these Terms of Use or this website.

If any provision of these Terms of Use is held to be invalid or unenforceable that provision may be:

- read down to the extent necessary to make it valid and enforceable; or
- severed and the remaining provisions of these Terms of Use enforced.



Department
of Health

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