Terms of Use – OHSC Direct Billing Portal

Your access to and use of the Overseas Student Health Care Direct Billing Portal ("**Portal**") is subject to the terms set out below ("**Terms**"). Medibank may change these Terms by posting prior notice of the changes on the Portal.

1. Eligibility & Purpose

1.1 You may use the Portal if you:

(a) are a medical practice authorised by Medibank Private Limited ABN 47 080 890 259 ("**Medibank**") to provide approved Overseas Student Health Care ("**OSHC**") services to Medibank policy holders. A Medibank policy holder means any person who holds an OSHC policy issued by Medibank (whether branded as 'Medibank OSHC' or 'ahm OSHC') for reimbursement of medical and hospital expenses in Australia in accordance with its terms; and

(b) have a current services agreement with Medibank in relation to those OSHC services ("**Services Agreement**").

1.2 Your use of the Portal is restricted to processing OSHC claims in respect of Medibank policy holders that have acquired approved OSHC services from you, and communicating with Medibank in respect of those claims. You must not use the Portal for any other purpose.

2. Payment

Where an OSHC claim is successfully processed via the Portal, payment will be made to you in accordance with your Services Agreement. Medibank is not liable for any delay or failure in making payment to you to the extent it has resulted from you not providing correct or complete information via the Portal.

3. Username & Password

You must ensure that you keep your password and username to the Portal secure at all times, and not disclose your password or username to others. You will be responsible for any access to the Portal made using your password and username.

4. Access & Availability

4.1 Medibank may at any time:

(a) terminate or restrict your access to the Portal;

(b) make changes to the content or operation of the Portal; or

(c) no longer make the Portal available for use by medical practices.

4.2 Medibank makes no representation that the Portal will be available continuously, without error or at any particular time.

5. Portal Supplied "As Is"

5.1 To the extent permitted by law and subject to clause 6.2, you acknowledge that:

(a) the Portal is provided "as is";

(b) use of the Portal is entirely at your own risk; and

(c) Medibank is not liable for any claim, loss, liability or expense suffered or incurred by you through your access to or use of the Portal (including any consequential or indirect losses such as loss of profit, opportunity or business interruption).

5.2 In particular, Medibank is not responsible for:

(a) any failure, outage or unavailability of the Portal;

(b) any error or omission of the Portal;

(c) any data you may lose as a result of Portal failures or session termination; or

(d) your access to any web sites maintained by other organisations through links on the Portal.

5.3   You acknowledge that you must supply your own IT devices and internet access in order to access the Portal.

6.   Implied Terms

6.1   To the fullest extent permitted by law, Medibank excludes all warranties implied by law which arise out of the supply of the Portal.

6.2   Medibank does not exclude the application of any provision of any statute (such as the statutory guarantee provisions under the Competition and Consumer Act 2010 (Cth)) where to do so would contravene that statute or cause any part of these Terms to be void. However Medibank's liability for loss arising out of a breach of any implied warranty or statutory guarantee that cannot be excluded by a law, is limited to the re-supply of the Portal services, or paying the cost of re-supplying the Portal services (where it is permitted by law to do so).

7.   Your Liability

7.1   You warrant that:

(a) you will only process valid claims via the Portal;

(b) you will not engage in any fraudulent, unlawful or intentionally harmful or disruptive activities in relation to the Portal or any claims;

(c) all information you submit via the Portal is true, correct and complete; and

(d) you will comply with all relevant privacy laws in relation to personal information collected from Medibank policy holders which you transmit via the Portal.

7.2   You indemnify Medibank for all loss, liability, damage, cost or expense which Medibank suffers or incurs, to the extent caused by:

(a) your breach of any of the warranties in clause 7.1; or

(b) overpayment of monies to you based on incorrect or incomplete information which you submit via the Portal.

8.   Confidentiality & Privacy

8.1   Medibank will at all times:

(a) maintain the confidentiality of all data processed through the Portal; and

(b) comply with the Medibank's privacy policy (http://www.medibank.com.au/legal-information.aspx#privacy) in respect of all personal information processed through the Portal.

8.2   You must ensure that unauthorised persons do not have access to the Portal, and you maintain the confidentiality of all Portal information.   You must comply with all relevant privacy laws in relation to the information you collect and submit via the Portal.

9.   Intellectual Property Rights

9.1   You acknowledge that Medibank at all times owns all Intellectual Property Rights in the Portal (including its content), and that you are granted a temporary right of access and use only. You must not do anything which violates Medibank's Intellectual Property Rights in the Portal. No Medibank trademark (whether registered or otherwise) may be used without Medibank's prior, specific, written permission.

9.2   For the purposes of this clause, Intellectual Property Rights includes any and all industrial and intellectual property rights of any nature both in Australia and throughout the world, and includes any patents, registered designs and domain names, copyright (including future copyright), trade or service marks (whether registered or unregistered), trade secrets, know-how, rights in relation to circuit layouts, or other proprietary right or right to registration of such rights.

10.   General

(a)   (Assignment) You must not assign (or grant a sub-licence of) your rights to use the Portal to any other person or entity.

(b)   (Entire Agreement) Subject to any applicable laws, these Terms and your Services Agreement are the entire agreement between Medibank and you regarding your Use of the Portal, and supercede and replace all previous agreements, understandings and negotiations on that subject matter.

(c)   (Invalid terms) In the event any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will remain enforceable and unaffected thereby.

(d)   (No Waiver) Medibank's failure to exercise or delay in exercising any of its rights under this these Terms will not constitute or be deemed a waiver or forfeiture of those rights.

(e)   (Laws & Jurisdiction) These Terms are governed by the laws of Victoria, Australia. Both parties submit to the jurisdiction of the courts of Victoria.

(f)   (Interpretation) "Includes" and "Including" are not intended as words of limitation.

(g)   (Cookies) If your web browser is set up to accept cookies, a cookie will be stored on your hard drive when you visit our website. Cookies allow Medibank to collect information about your computer, which may include your IP address (a number assigned to your computer when you register with an Internet Service Provider), type of browser, operating system, domain name, the interactions you have had on our website and the details of any website which has referred you to this website.

Medibank uses cookies for various purposes including to analyse the traffic and behaviours on our site, to enable you to access the functionality we have available on the site, to determine whether you previously used parts of our site and to present you with customised content based on your previous interactions with our website. If you would rather not have this information stored on your computer, you can configure your browser so it does not accept cookies. However, if you disable cookies you may not be able to gain access to all the content and facilities of this website.