

Background

1. Griffith University has developed 'PASSPORT' – an app that aims to improve the health and quality of life of patients with vascular access devices (**VADs**).
2. PASSPORT allows users (and their clinicians to whom they give access) to visually see 'where' their VADs are inserted, and record basic characteristics, but also where previously VADs *were* inserted, and where clinicians propose to insert future VADs. This information enables patients (and their clinicians) to plan for the ongoing use and support of their VADs.
3. PASSPORT is only intended to serve as an informational resource for people who have VADs – it is not intended to provide any medical advice to its users (or their clinicians).
4. Griffith University has made PASSPORT available for download via the Apple App Store and the Google Play Store.
5. These Terms of Use (***the Terms***) govern Your use of the PASSPORT app.

Legal Agreement between You and Griffith University

1. To avoid any doubt, these Terms are a legally binding agreement between Griffith University (ABN 78 106 094 461) and you (**You**), in respect of Your use of PASSPORT.
2. If You use PASSPORT, You acknowledge that You understand these Terms and You agree to be bound by them. If You do not understand these Terms, or if You don't agree with them, You must not use PASSPORT.
3. It is expected that the primary users of PASSPORT are patients who have a VAD; or their clinicians. If You are using PASSPORT to monitor the VADs of another person (including Your child; or Your patient if You're a clinician), You warrant that You are legally entitled to do-so on behalf of that person on terms that reconcile with these Terms.
4. You must be 18 years old to accept these Terms. If You're not 18 years old, Your parent and/or guardian may be entitled to accept these Terms on Your behalf, in accordance with clause 3.

Your use of PASSPORT

6. PASSPORT has been designed to comply with Australian laws (particularly in respect of privacy). As a result, You acknowledge that PASSPORT is only available for download within Australia, and must only be used by (or on behalf of) Australian users.
7. You acknowledge that Griffith University will engage a third party to host PASSPORT on its behalf (currently, Microsoft Azure – Sydney datacentre). Griffith will ensure that such third-party hosts PASSPORT (and Your Data – see clause 10) in Australia, and engages them on reasonably appropriate commercial terms.

Intellectual Property rights

8. Griffith University owns all intellectual property rights in PASSPORT.
9. Griffith University grants to You a personal, limited, non-exclusive, non-transferable, non-assignable licence to use PASSPORT on a device that You own or control, in accordance with these Terms.

Privacy and Your Data

10. You acknowledge that Your use of PASSPORT will involve You transferring 'personal information' (as defined in the *Privacy Act 1988*) to Griffith University (and its hosted service provider under clause 7). Such personal information (**Your Data**) may include:
 - a. if You're using PASSPORT as patient: Your name, details about Your VADs, details about the treatment of Your VADs, including 'action plans', Your fingerprint (for password-authentication) and other data that You input into PASSPORT;
 - b. if You're using PASSPORT as a clinician (ie of a patient who's using PASSPORT), Your name, Your fingerprint (for password-authentication) and other data that You input into PASSPORT.
11. You will retain all intellectual property rights in Your Data. You grant Griffith University a non-exclusive, royalty-free, revocable licence to use the personal information collected from You pursuant to Your use of PASSPORT, for the sole purpose of providing the services offered by PASSPORT's functionality.
12. Griffith University is a statutory bound to comply with the *Information Privacy Act* (Qld). As a result, Griffith will collect, store, secure and disclose (if permitted) Your Data in accordance with the protections afforded under that privacy legislation.

13. You acknowledge that the functionality of PASSPORT enables patients to share their personal information with their clinicians. If you're using PASSPORT as a patient, You release Griffith University from any claim of breach of confidentiality or privacy breach to the extent that You are responsible for disclosing Your personal information to Your clinician.
14. If You are accepting these Terms on the basis that You are a clinician of a patient using PASSPORT, You agree to maintain confidentiality over all personal information that You obtain from such patient via PASSPORT.

Metadata

15. Griffith University will be able to access de-identified data based on Your usage of PASSPORT, principally for research purposes, and to continually develop and improve PASSPORT. You acknowledge that Griffith University may provide such metadata to third parties, provided such third party agrees to hold such information in confidence.

Limitation of Liability

16. You acknowledge that the information contained in, or accessed via Your use of PASSPORT is for general information only – such information is not a substitute for independent professional advice and should not be used as an alternative to professional health care. No representation or warranty (express or implied) is made as to the currency, completeness, accuracy, reliability, suitability, and / or availability of PASSPORT or the information that it provides to You. You acknowledge that Your use of PASSPORT is entirely at Your own risk and that the Information may contain inaccuracies or errors.
17. To the maximum extent permitted by law, Griffith University:
 - a. expressly disclaims all liability (including for negligence) for any loss, damage, injury, expense or costs incurred by You arising out of accessing, downloading, using or relying on PASSPORT; and
 - b. liability for failure to comply with consumer guarantees required by *Australian Consumer Law*, is limited to the supply of services again or the payment of the cost of having the services supplied again.
18. In no event is Griffith University liable to You (or any third party) for any special, incidental, indirect or consequential damages of any kind, or for loss of use, data or profits or other categories of economic loss, whether or not Griffith University had been advised of the possibility of such damages, and whether arising in contract, tort or otherwise, arising out of or in connection with Your use of PASSPORT.

Third party websites

19. PASSPORT may contain links to other websites - these links are provided for Your convenience only. Griffith University does not specifically endorse any organisation, association or entity referred to in, or linked to, PASSPORT. Views or recommendations provided in linked websites do not necessarily reflect those of Griffith University and Griffith University has no responsibility for the content of the linked website(s). It is Your responsibility to make Your own decisions about the currency, completeness, accuracy, reliability and suitability of information contained in linked websites.

Termination rights

20. Griffith University may terminate this Agreement (and Your entitlement to use PASSPORT) if You breach any condition in these Terms.
21. You may cease using (and/or delete) PASSPORT whenever You wish.
22. In circumstances where Griffith University or You terminate this Agreement, Griffith University will promptly delete Your Data.

General

23. These Terms contain everything the parties have agreed in relation to the matters it deals with.
24. These Terms and Conditions are governed by and construed in accordance with the laws in force in the State of Queensland, Australia. You irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of Queensland.