# Health New Zealand Digital Services Hub

## Terms of Use

1. Introduction

Welcome to the Health NZ Digital Services Hub (“DSH”). As a condition of your use of the Digital Services Hub (DSH), including the DSH Application Programming Interface (API) test capabilities, you must indicate your agreement to these Terms of Use/Agreement when you register for access to our DSH Developer Portal.

1. Acceptance of Terms of Use for Access to DSH APIs

These Terms of Use govern the relationship between you, Your Organisation, and Health New Zealand I Te Whatu Ora (Health NZ) in relation to your use of the DSH . By continuing to access the DSH, you accept the Terms of Use as they apply from time to time and you accept the Terms of Use on behalf of Your Organisation. If you do not agree to these Terms of Use, you will not be able to access the DSH. If you do not comply with these Terms of Use during your use of the DSH, your access rights may be suspended or terminated.

1. Access to Non-Production and Test Data

Your access under these Terms of Use is limited to non-production APIs and/or test data available in the DSH Developer Portal. If you wish to access production APIs and data, you must sign our API Access and Use Agreement.

1. Term

Your access is for a term of 12 months from the date you indicate your agreement to these Terms of Use.

1. Accuracy of Information

We are relying on the accuracy of the information you have provided when registering to access the DSH. You confirm that the information is accurate and valid.

1. Confidentiality

Our information is confidential, and you must keep it that way. You and Your Organisation must not disclose our information to any third party unless disclosure is required by law or any government agency, minister of the Crown or parliamentary office or the information is already, or becomes, public knowledge other than because of your breach of this clause. You understand that our information may include personal information as defined in the Privacy Act 2020 or health information as defined in the Health Information Privacy Code 2020.

1. Our information

We own all the information you may access via the DSH. You are authorised to use the information for integration and testing purposes. You must not sell, re‑sell, sub-license or grant access to our APIs without our written permission. If we give written permission, you must ensure that any third party authorised under this clause to whom you supply our information complies with these Terms of Use as if they were you.

1. Use of DSH Features

You must:

1. Only access the DSH using the Access Credentials for Your Profile (or, if applicable, any one of your Profiles)
2. Only use the DSH within the scope of your authority to represent Your Organisation.
3. Stop using the DSH in relation to any Organisation if your authority from that Organisation is revoked.
4. Provide additional evidence of your authority to represent the relevant Organisation if Health NZ requests it.
5. Legislative Obligations.

You must be familiar with and comply with all your statutory obligations, including the Privacy Act 2020 and the Health Information Privacy Code 2020.

1. Privacy Breach

If a privacy breach occurs, you must comply with the Privacy Breach policy available on our website at the time of the breach.

1. Responsibilities of Delegated Authority Holder

If you are the Delegated Authority Holder for Your Organisation, you acknowledge that you:

1. Have provided your personal information including your name and email address to Health NZ and that this information has been used to create your profile.
2. Have the authority to:
   * 1. Add a new profile associated with Your Organisation for another individual.
     2. Add or remove user permissions to any profile associated with Your Organisation.
     3. Request access to APIs for testing purposes, which request will be considered by Health NZ and granted if approved by Health NZ in its absolute discretion.
     4. Subscribe to receive updates from Health NZ in relation to the DSH including the APIs accessible therein.
     5. View certain information relating to your profile and Your Organisation and view the APIs which you have requested access to or been approved for access to.
3. By adding a new profile for another individual, you represent and warrant that you:
4. Have obtained the individual’s consent to share their personal information including their name and email address with Health NZ.
5. Are acting in accordance with your other obligations under these Terms of Use.
6. Health NZ is not responsible for managing permissions assigned to any profile associated with the organisation for which you hold delegated authority. You must regularly review permissions assigned to any profile associated with Your Organisation and remove any permissions granted to any individual who no longer has authority to have such permissions.
7. You release Health NZ from any liability for any loss or damage suffered by you or Your Organisation which arises in connection with you granting another individual access to the registered user features or assigning any permissions to any individual’s profile. This clause continues to apply after you cease to be a Delegated Authority Holder for Your Organisation.
8. Access Control

If you are the Delegated Authority Holder for Your Organisation, you must control who is permitted to access the DSH APIs and Digital Services within Your Organisation (Authorised Users). You must:

1. Maintain a list of individuals within Your Organisation authorised to access the DSH.
2. Ensure that only Authorised Users access the DSH.
3. Ensure that your Authorised Users understand and agree to observe these Terms of Use.
4. Have measures in place to prevent access by people within your organisation who are not Authorised Users.
5. Have a process for recording who is accessing the DSH and their activity in the DSH.
6. Regularly review your records to identify misuse or unauthorised access.
7. Produce and retain audit logs of access to the DSH for at least the duration of this Agreement and provide them to us on request.
8. Logons

You are responsible for keeping logons to the DSH safe and secure. You must not share your logons except with Authorised Users.

1. Intellectual Property

We own all intellectual property rights, title and interest in the DSH, our APIs and Our information. You must not:

1. Copy, reverse-engineer, modify or make derivative works of the DSH or our APIs.
2. Remove any copyright, trademark, patent or other proprietary notices from the DSH or DSH APIs.
3. No Sub-licensing or on-selling

You must not sub-license any third party to access the DSH, our APIs or Our Information or sell your rights under this agreement without our prior written consent.

1. Contractors

You must ensure that any contractors who you authorise to have access to DSH, our APIs or Our Information sign an agreement which binds them to the same obligations you are bound to under these Terms of Use.

1. Audit Logs

We will capture and keep audit logs of your access to Our Information using our DSH and retain them for the period required by the Public Records Act 2005.

1. Artificial Intelligence

You must not use Our Information in, or to train, any artificial intelligence model or tool without our written consent.

1. Suspension

We can suspend your access to the DSH and your use of Our Information if you do not comply with these Terms of Use or if you are acting unlawfully or in a way that we consider could undermine trust in the health system.

1. Termination

You can end this Agreement on written notice at any time before the term is completed. When the term of this Agreement ends, you must immediately stop using the DSH. We can end this Agreement:

1. On 90 days’ notice for any reason.
2. Immediately for a serious breach of any of your obligations relating to privacy, confidentiality or security.
3. If you fail to remedy any other breach of these Terms of Use within 5 days of our notice of breach.
4. Consequences of termination

Upon termination:

1. You must immediately stop using the DSH, our APIs and Our Information.
2. Any license(s) we have granted under this Agreement will terminate immediately and your access credentials will be revoked and/or terminated.
3. You must permanently delete all Our Information (including cached Information) stored pursuant to your use of the DSH and our APIs other than data which has been used in the provision of care or treatment of patients.
4. General Terms
5. *Updates*. We may update the DSH API policies, API standards, API specifications, operational requirements and business processes, and/or these Terms of Use from time-to-time by posting the changes on our website. We will advise you of changes by email.
6. *Warranties excluded*. The APIs accessible via the DSH are provided on an “As Is” and “As Available” basis without any warranties, whether expressly mentioned or implied. Further while we will endeavour to provide you with accurate and up to date information via the DSH, we give no warranty of any kind that the information is accurate and up to date.
7. *Liability*. We exclude all liability to you on our part and on the part of our officers, employees and agents for any loss, damage, cost or expense, loss of profits or savings suffered or incurred by you or your Authorised Users in connection with use of, reliance on, access to, or inability to access the DSH, the APIs available therein or Our Information provided via the APIs, whether in contract, tort (including negligence), statute or otherwise. If we are liable to you, your Authorised Users or any third party under or in connection with this Agreement, our maximum aggregate liability, whether in contract, tort (including negligence), statute or otherwise is limited to $100.
8. *Indemnity*. You indemnify us against all liability, losses, damages, costs and expenses which are awarded against, incurred or suffered by us, in relation to non-performance or breach of any your obligations under these Terms of Use.
9. *IP Indemnity*. You warrant that your use of the DSH and Our Information will not violate any third-party rights (including intellectual property rights) or any laws, rules, regulations or orders.
10. *No endorsement claims*. You must not, expressly or by implication, claim that Health NZ endorses any of your products or services by virtue of the fact that you have been given access to the DSH.
11. *No assignment*. You may not transfer your rights or obligations in this Agreement to any third party without our written consent.
12. *Survival*. The provisions of this Agreement that are by nature intended to survive termination or expiry of this Agreement will remain in full force.
13. *Governing law*. This Agreement is governed by the laws of New Zealand and the courts in New Zealand will have exclusive jurisdiction to settle any claim or dispute in connection with this Agreement.
14. Definitions
15. *Authorised Users* means the individuals you permit to access the DSH within your organisation and includes Your Organisation’s Delegated Authority Holder.
16. *Delegated Authority Holder* means the person who is responsible for authorising individuals within your organisation to have access to the DSH and who assumes the responsibilities listed in Clause 11.
17. Organisation means any entity with a New Zealand Business Number registered on the NZBN Register.
18. *Your Organisation* means the Organisation that employs or otherwise engages you and has authorised you to enter into this contract on its behalf.

Signed for Health New Zealand I Te Whatu Ora by:

Name

Role

Date

Signed for [Full Legal Name of Organisation] by:

Name

Role

Date