

## BSV Image Sharing Platform Terms and Conditions

**BreastScreen Victoria Inc**, ABN 54 505 206 361 (**BSV, we, us or our**) is the owner and operator of the BSV Image Sharing Platform (**Platform**).

We do not provide health services or health advice through the Platform, and the Platform merely facilitates access to and sharing of diagnostic images by authorised Users. We are not responsible for the health services or advice provided by any health practitioner during or after your or their use of the Platform.

We grant you a limited, revocable, and non-exclusive licence to access and use the Platform (**Limited Licence**) to access and share BSV client diagnostic images. The rights granted to you by the Limited Licence are personal, and are granted for the purpose of ensuring that BSV clients can have their diagnostic images compared and reviewed, and to help ensure their appropriate care. You must not access or use the Platform for any other purpose, including commercial purposes.

As a User of the Platform, you may be able to enter, upload or otherwise provide and access diagnostic images and other information through the Platform (**Data**).

You warrant, in respect of any Data that you provide through the Platform, that you have the right to provide such Data, and the provision or use of such Data does not breach these Terms, applicable privacy laws or other applicable laws, or the intellectual property rights of any third party.

Without limiting the remainder of this clause, you also warrant that where you enter, upload or otherwise access images or other information into or via the Platform, you will only do so where all necessary consents have been obtained and this is otherwise in accordance with applicable privacy laws.

We do not endorse any Data, nor do we claim that any Data is accurate. We are in no way responsible nor liable for Data.

We are not responsible for providing any supervision or monitoring of Data available through the Platform. However, we reserve the right to restrict or remove access to any Data at our absolute discretion, including but not limited to circumstances in which the Data is in breach of these Terms.

We will handle your personal information in accordance with:

- a. applicable privacy laws, including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles contained in that Act, and the *Health Records Act 2001* (Vic) and the Health Privacy Principles contained in that Act; and
- b. our Privacy Policy found here [www.breastscreen.org.au/privacy](http://www.breastscreen.org.au/privacy).

You agree to comply with all applicable privacy laws when collecting and handling any personal information (including diagnostic images) via the Platform.

You must not share with any third party, copy or export any other person's personal information (including diagnostic images) externally from the Platform unless this is in accordance with applicable privacy laws, and you have obtained all necessary consents from each such person.