

# Dust Diseases Care Application Portal Terms and Conditions

## icare DDC

The Workers Compensation (Dust Diseases) Authority ("DDC") is a statutory authority constituted under the *Workers' Compensation (Dust Diseases) Act 1942* (NSW). Insurance and Care NSW ("icare") provides the services and facilities of DDC under the *State Insurance and Care Governance Act 2015* (NSW). For the purposes of these Terms and Conditions, DDC and icare together are "icare DDC".

## This Portal

This is the Dust Diseases Care Application Portal ("Portal").

By using this Portal you acknowledge that you have read, understood and agree to be irrevocably and unconditionally bound by the terms and conditions of this Portal (Terms and Conditions). These Terms and Conditions apply the use of the entire portal and associated website(s). There may be other terms and conditions which apply to individual functions of the Portal and you agree to be bound by those terms and conditions as they are disclosed.

icare DDC grants you a non-exclusive, non-transferable licence to access and use this Portal in accordance with these Terms and Conditions. icare DDC may change these Terms and Conditions at any time, and may do so without giving you any prior notice. It is your obligation to ensure that you remain fully aware of the Terms of Conditions as amended from time to time

It is impossible for icare DDC to ensure that the services are provided to you at all times or at any specific times or will be able to operate at all times error-free. The provision of services is influenced by availability of related computer systems. icare DDC gives no warranties as to the availability of services.

## Lawful purposes

You must use this Portal only for lawful purposes and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of this Portal by any third party. This includes conduct which is unlawful or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive content or disruption to this Portal. You must not post or transmit via this Portal any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene any law.

## Authorised access only

Access to this Portal is restricted to authorised users. Users accounts cannot be shared. You agree to keep your user ID and password, if any, secure and confidential to prevent unauthorised access to the portal. You may not share your user ID and/or password.

Where icare DDC reasonably suspects or becomes aware of a breach of these Terms and Conditions, icare DDC may immediately revoke your access and deny you further access to the Portal.

At any time icare DDC may:

- a. amend access to the Portal or the products and services available within the Portal; or
- b. discontinue the Portal in its entirety.

**For solicitors:**

You will immediately notify icare DDC if any information in your Portal registration changes, including but not limited to, your employment status and any conditions placed on your ability to practice law in Australia.

Your Portal access may be revoked if your Portal account remains inactive for a period of 12 months.

**Disclaimer**

icare DDC may make changes, improvements and/or modifications to this Portal at any time without notice. icare DDC does not guarantee the completeness or accuracy of the material provided on this Portal. From time to time, especially in high-volume data environments, errors or omissions may arise, however icare DDC accepts no liability for any such errors or omissions. This Portal may contain links or references to other web sites for your convenience. As soon as you use these links, you leave this Portal and icare DDC has no obligation or responsibility regarding content outside this Portal. It further disclaims all responsibility as to links on this site, such as their existence or accuracy.

In no event will icare DDC, its employees, officers, agents, sub-contractors or third parties be liable to you for any loss or damage, including without limitation, direct, indirect or consequential loss or damages (including without limitation, damages for loss of profits, business interruption, or loss of information) arising out of the use, inability to use, or the results of use of this Portal, any sites linked to this site, or the materials or recommendations or information contained at any or all such sites whether based on warranty, contract or tort (including negligence) and whether or not advised of the possibility of such loss or damage.

To the extent that any liability to you attaches to icare DDC, its employees, officers, agents, sub-contractors or third parties, you release icare DDC, its employees, officers, agents, sub-contractors or third parties to the maximum extent permitted by law.

**Confidentiality**

This Portal contains confidential information and access to this site is only permitted to persons authorised by icare DDC in accordance with its guidelines, procedures and policies as published or distributed from time to time. If you are not an authorised user you must exit this site now.

You must treat as confidential all information obtained from icare DDC which is clearly marked as being confidential or obtained in circumstances inferring confidentiality. You must not copy,

reproduce, use, disclose or make public any confidential information except for the purpose of providing the services or with the prior written consent of icare DDC.

You must not do any act or engage in any practice that would breach the Privacy and Personal Information Protection Act 1998 (PPIPA) or cause icare DDC to breach PPIPA. If you become privy to any personal information which you did not previously hold, you agree to carry out and discharge the obligations contained in PPIPA as if you were a public sector agency under that Act.

There is a separate Privacy Policy for the use of the whole Portal and some specific Privacy Statements for functions thereof. You consent to icare DDC and its agents collecting, using, storing and disclosing your personal information in accordance with the Privacy Policy and Privacy Statement(s) for this Portal and in any way icare DDC reasonably considers necessary or appropriate for the purpose of meeting its statutory and contractual obligations. If you disclose personal information in the Portal about any other person, you confirm that you are authorised to disclose this information to icare DDC and its agents and to consent (and do consent) on that persons behalf to the collection, use, storage and disclosure of their information on the same basis as the consent which you have given personally.

### **Intellectual Property**

This Portal contains various facets of the intellectual property of icare DDC, its affiliated entities and other parties. You must not use, adapt or reproduce the intellectual property contained within or facilitated by this Portal without first obtaining permission from the owner of that intellectual property, whether it be icare DDC or another entity.

You must not remove, obscure, or alter any copyright or proprietary rights notices which may be affixed to- or contained within any item within the Portal. You also acknowledge and agree that all copyright, trademark and other intellectual property rights in the products and services are the property of icare DDC, the State of New South Wales or other third parties.

You must promptly report to icare DDC any infringement or suspected infringement of any copyright or proprietary rights referred to here or any use, adaptation or reproduction of any intellectual property without consent.

### **Indemnity**

You must indemnify icare DDC for any loss or damage which it suffers as a result of a breach of the Terms and Conditions of the Portal.

### **Disputes**

Where you have any complaint in relation to the Portal, you must contact icare DDC via [DDCenquiries@icare.nsw.gov.au](mailto:DDCenquiries@icare.nsw.gov.au). Where reasonably required by icare DDC, you must put the complaint in writing together with relevant documentation.

If any dispute arises out of these Terms and Conditions, you agree to allow icare DDC reasonable opportunity to resolve the matter before commencing litigation.

### **General Terms**

If any of these Terms and Conditions are held to be invalid or unenforceable, that term or condition:

- a. will be read down to the extent necessary to make it valid and enforceable; or
- b. may be severed and the remaining terms and conditions enforced.

The headings in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these terms and conditions.

These Terms and Conditions are governed by and interpreted in accordance with the law of the State of New South Wales.

Please accept to proceed:

I agree to the terms and conditions of use.

**icare NSW**

GPO Box 4052, Sydney NSW 2001

**General Phone Enquiries: 1300 738 586**

[www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)