

Terms and Conditions

Before you register

Before you can register for our Services, you must read, accept and agree to be legally bound by our Terms and Conditions ('Terms') relating to the Services portal ('the Site').

By registering for, and subsequently accessing or using the Site, you acknowledge that you have read, accepted and agreed to be legally bound by these Terms, as updated from time to time.

Specific guidelines on the provision of services may be found in the [Support Specialist Agreement](#) or the [Customer Agreement](#) and, along with these Terms, explain our obligations and your obligations in any dealings or transactions you have with us.

TERMINOLOGY

In these Terms:

- 'you' and 'your' refers to each registered user of the Site and your organisation, if you are a representative of your organisation, and
- 'we', 'us' and 'our' refers to Continuum Care Australia.
- 'Service Account' means a Continuum Care account established for the purpose of obtaining or providing support services.
- 'lodgements' refer to any and all transactions between you and Continuum Care for the purpose of obtaining or providing support services.

LEGALLY BINDING AGREEMENT

By registering for, accessing or using the Site, you acknowledge that you have read, accepted and agreed to be legally bound by these Terms and any notices, protocols or guidelines appearing on or in connection with the Site, as amended from time to time. Any such notices, protocols or guidelines are hereby incorporated by reference as part of these Terms.

You acknowledge and agree that your access to, and use of, this Site is on an 'as is, as available', basis. Continuum Care Australia is in no way liable for your failure to access and otherwise use this Site.

These Terms explain our obligations to you, and your obligations to us, in any lodgements or transactions you make via this Site.

GUIDELINES ON USE OF SERVICES

Continuum Care Australia may from time to time issue more detailed protocols, guidelines or instructions for use of the Site or for use of specific areas of the Site (as may be updated from time to time). These protocols, guidelines or instructions form part of these Terms and are legally binding on you.

Specific guidelines on the provision of services may be found in the [Support Specialist Agreement](#) or the [Customer Agreement](#).

ACCEPTABLE USE

In accessing and using this Site, you agree:

- that you may only use the Site strictly in accordance with these Terms, and all notices, protocols, guidelines and other instructions provided or advised to you by Continuum Care Australia from time to time;

- to provide true and correct information to Continuum Care Australia in respect of any lodgements or transaction made via this Site;
- not to falsely represent your authority to make lodgements or transactions via this Site;
- not to impersonate any person or falsely represent your business with any person or organisation;
- not to provide false and misleading information in connection with this Site;
- not to access or attempt to access information resources you are not authorised to use;
- to ensure that any information submitted or transaction made using your login and password for this Site will only be undertaken by you;
- not to transmit any message, data, image or program that would violate the property rights of others, including unauthorised copyrighted text, images or programs, trade secrets or other confidential proprietary information;
- not to interfere with the rights of others to use the Site;
- not to use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity;
- not to attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, including the use of automated tools;
- that you are responsible for any damage to your computer, systems or software caused by your use of this Site, including by any virus (irrespective of the origin of the virus) arising from your use of the Site;
- that you are responsible for accessing and reading notices and information provided by Continuum Care Australia in relation to the provision of Services via this Site;
- that you will be deemed to have received email notices sent by Continuum Care Australia to your registered email address when such notices have been received by your email system; and
- that you will be deemed to have received one-time password notifications sent by Continuum Care Australia to your registered mobile phone number when such notifications have been received by your mobile device.
- that you will have been deemed to receive electronic correspondence when Continuum Care Australia has successfully dispatched the item to your Services account.
- that you are responsible for actively managing correspondence items that are successfully dispatched by Continuum Care Australia to your Services account.

RESTRICTIONS ON ADVERTISED SERVICES PROVIDED

- You must not advertise or attempt to advertise any services on the site that are prohibited services.
- You must not advertise or attempt to advertise any services that are illegal or contrary to public policy according to South Australian Law and or Australian Federal Law.
- Any attempted advertisement of prohibited services, whether intentional or not, is ineffective and will be removed at the absolute discretion of Continuum Care.

LODGEMENTS OR TRANSACTIONS USING THE SITE

Continuum Care Australia's generated records of the time of the lodgement or transaction are conclusive evidence of the time of lodgement or the transaction in the absence of conclusive proof to the contrary. The time of lodgement or the transaction is the time when the last relevant data byte is received by the Continuum Care Australia web server.

The date and time of receipt of a service request submitted using the Continuum Care Australia's online Services is the date and time in Adelaide (Australian Central Standard/Daylight Savings Time) when the entirety of the service request (and any attachments) has entered Continuum Care Australia's information system. You should note that this may be different from the date and time in your location.

Any attachment to an online service request is not considered received by Continuum Care Australia until the entirety of the service request (and any attachment) has entered Continuum Care Australia's information system. The date and time of receipt of the attachment is the date and time of receipt of the service request (determined as above).

When a valid Services transaction is completed, the date and time of receipt will appear in the online Acknowledgement. This information will also appear in the customer Services history. If an Acknowledgement is not displayed, the service request may not have been received by Continuum Care Australia. You should check your Services History and with your financial institution (when payment was required) to determine if the service request has been submitted and/ or paid for. When no evidence of submission and payment exists or when no payment is required and no evidence of submission exists, you should resubmit the request. When payment has been made but no record of submission exists, you should contact Continuum Care Australia on 08 82511924.

Continuum Care Australia will confirm that you have successfully undertaken a lodgement or transaction via the Site and will present you with a reference number on-screen. Where you do not receive any confirmation from the Site that you have undertaken a successful lodgement or transaction it is your responsibility to reodge or resubmit your transaction. Continuum Care Australia disclaims all and any liability arising from your failure to take such remedial action.

If a payment made using the Site is ultimately declined by your financial institution, the corresponding lodgement or transaction will be deemed to be unsuccessful by Continuum Care Australia irrespective of any earlier confirmation issued to you by Continuum Care Australia that the lodgement or transaction was successful. In such circumstances, Continuum Care Australia will endeavour to notify you that the lodgement or transaction was unsuccessful as soon as it is made aware by your financial institution that payment was declined. Continuum Care Australia disclaims any and all liability for unsuccessful lodgements or transactions arising from such declined payments.

Where a lodgement or transaction is verified as meeting the requisite requirements, Continuum Care Australia will send an official notification in accordance with its standard procedures.

Where a lodgement, transaction or payment is verified as not meeting the requisite requirements, Continuum Care Australia will attempt to advise you in accordance with its standard procedures.

When in accordance with its standard procedures Continuum Care Australia is required to send service related correspondence to you. Continuum Care Australia will, where appropriate, provide outbound correspondence electronically to your Services account and send a notification to your registered email address.

OPERATION OF THE SITE

The Site has been implemented in a technical environment which is designed to provide high availability and to be reasonably fault tolerant. The target availability is 24 hours per day, 7 days per week other than during defined maintenance windows advised to you via the [Continuum Care Australia website](#) and official notices.

You acknowledge and agree that your use of this Site on an 'as is, as available' basis only and may not always be available during the specified operating hours. Continuum Care Australia makes no representation and gives no warranty that the Services provided via the Site will meet your requirements, be uninterrupted, timely or error-free. Continuum Care Australia will attempt to inform you as soon as possible of any outage that might materially affect your normal use of the Site. However, Continuum Care Australia will not be liable for delay to transactions or disruption to your business or operations, or those of your organisation arising directly or indirectly from any such outage (whether or not the outage was notified to you by Continuum Care Australia in a timely manner or at all).

It is in your best interests to ensure that you have adequate contingency plans to protect the integrity of your business operations and those of your organisation and to ensure you and your organisation can proceed despite any disruption or delay occurring in respect of the Site.

Continuum Care Australia may alter, suspend or decommission this Site at any time without giving reasons. Where reasonably practicable, Continuum Care Australia will attempt to give 30 days prior notice of any such action but may give a shorter period of notice as it deems appropriate in its absolute discretion.

You should promptly notify Continuum Care Australia if you discover or suspect any error or malfunction in the Site. In such an event, you agree to promptly provide to Continuum Care Australia information and details regarding any error or malfunction of the Site to the extent reasonably necessary to identify, confirm, investigate and rectify any such errors or difficulties (including where relevant any details of your operating environment or that of your organisation).

ACCESS AND PASSWORD

When you register with Continuum Care Australia you provide username and password that can later be used to log on to our secure facilities and use your Continuum Care email address. This username and password is linked to your Services Account. We ask you to provide two questions and answers called secret questions. These secret questions provide an additional method of verifying your identity in case you forget your password or need other assistance. A one-time password will be provided if your account needs to be reset or reactivated, and this can be provided via SMS if a mobile number is registered on your account.

Encryption together with your username and passwords ensures the confidentiality, integrity and authenticity of your electronic transactions. It is your responsibility to protect your password from disclosure to unauthorised individuals. Registered organisations should only allow authorised individuals access to the username, password, member reference number and secret questions. Do not distribute or publish, in any form, this information to unauthorised individuals.

You agree to:

- be responsible for all activities that occur under your username and password;
- maintain the confidentiality of your password and secret questions;
- change your password on a regular basis;
- not save your password on the computer that you are using to access this Site;
- change your password if it becomes known to unauthorised persons;
- cancel your Services registration if it is associated with a registered organisation and you leave that organisation;
- contact us if your username, password or secret questions have been lost, stolen or otherwise compromised; and
- log out at the end of each session.

SECURITY

It is a condition of you using Services that you must not:

- tamper with other accounts, or commit unauthorised intrusion into any part of the Site;
- attempt to bypass any security controls;
- use the Site in a manner that encumbers disk space, processors or other system resources;
- make deliberate attempts to interfere with the functionality of the Site, overload the Site or attempt to disable a host;
- attempt to use the Site without authorisation and
- transmit any file with malicious content

MONITORING

The effective management and security of Services requires that usage is routinely monitored and analysed for evidence of misuse and attempted or actual security breaches. You consent to this monitoring being undertaken by Continuum Care Australia in connection with your use of the Site.

Continuum Care shall have the right, but not the obligation, to monitor the content of Continuum Care, including email, chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Continuum Care and to satisfy any law, regulation or authorised government request. Continuum Care shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.continuumcare.com.au

Without limiting the foregoing, Continuum Care shall have the right to remove any material that Continuum Care, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

ELECTRONIC TRANSACTIONS

For the purposes of this Agreement you:

- consent to receive communications from Continuum Care and other Members in an electronic form;
- agree that all terms and conditions, Agreements, notices, documents, disclosures, and other communications that Continuum Care provide to you electronically would satisfy any legal requirement, just the same as if it were in a written document.

As Continuum Care and its affiliates conduct business through the internet and mobile phone Continuum Care requires you to consent to the provision of communications electronically, directly to you and on your behalf.

The communications between Users, Members and Continuum Care and its affiliates occurs when you visit the Website, send or receive emails. Continuum Care may send Users SMS text messages or other messages whether by way of email or through the Continuum Care Website, in relation to applications for Membership or in connection with the Services or otherwise (e.g. promotional information).

PRIVACY

You consent to Continuum Care holding and using your personal information for the purpose of your use of the Website. Such personal information will be held and used subject to Continuum Care's Privacy Policy.

The personal information collected by Services forms is collected for the purposes of:

- Facilitating the creation of and securing your Services Account on our network and to interact with you and provide you with services that include the collection and/or distribution of money and manage the payment and recovery of amounts payable.
- Providing you with a suite of insurance covers offered to all Support Workers when providing services arranged and invoiced through Continuum Care.
- Freedom of Information requests under the Freedom of Information Act 1982.

Continuum Care may only use and disclose your personal information for the purpose stated in these Terms and Conditions and Continuum Care's Privacy Policy, except as otherwise communicated to you at the time the information is collected and updated.

Continuum Care will not disclose your credit-related information to entities such as other credit providers or credit reporting bodies without your consent and will not disclose your personal information to persons or entities located overseas.

If you are completing the relevant form on behalf of another person or providing another person's personal information, you must ensure that you have obtained consent from that individual.

Any personal information you provide will be used to process the form and for any other purposes for which you have completed the form. Continuum Care Australia may also contact you, using the contact details you have provided, to request your feedback on our products and services.

Continuum Care will provide your personal details to our insurers as required to provide you with a suite of insurance covers when providing services arranged and invoiced through Continuum Care.

Continuum Care Australia will disclose your credit card payment information:

- cardholder name;
- credit card number;
- expiry; and
- verification code

to our financial payment provider either Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) or PayPal Australia (ABN 93 111 195 389) for the purposes of processing your payment.

All personal information you provide is protected by the Privacy Act 1988 (Privacy Act) and handled in accordance with Continuum Care Australia's Privacy Policy, which contains relevant information, including:

- how you may seek access to and correction of the personal information we hold;
- how you may make a complaint about a breach of the Privacy Act and how we will deal with your complaint; and
- Continuum Care Australia's Privacy Contact Officer details.

Consent and other matters

By completing any Services form, you provide your consent to your personal information being:

- handled in accordance with this privacy notice and our privacy policy; and
- disclosed to accordance with procedures for the negotiation of the Contract for Services between "Customers" and "Support Specialists".

When you provide your consent to your personal information being disclosed, you understand that Continuum Care Australia will not be accountable for any subsequent use under the Privacy Act, nor are you able to seek redress under that Act, for the actions of any recipient.

Continuum Care Australia will not otherwise use or disclose your personal information without your consent, unless authorised or required by or under law.

In so far as your personal information is concerned:

- if you do not provide the personal information required on the registration form or any subsequent service delivery/receipt forms, Continuum Care Australia may not be able to process the form.

COPYRIGHT AND INTELLECTUAL PROPERTY

You acknowledge and agree that all content placed on the Website is subject to, and in compliance with, Australian and/or International Copyright and Intellectual Property Laws and you agree to abide by the Copyright and Intellectual Property Clauses set out in the Continuum Care Website User Agreement.

INSURANCE

Continuum Care Australia Pty Ltd, through Perrymans General Insurance Brokers Pty Ltd has negotiated to provide a suite of insurance covers offered to all Support Workers when

providing services arranged and invoiced through Continuum Care. The insurance available to you includes:

1. Professional Indemnity \$20,000,000
2. Public and Products Liability \$10,000,000
3. Group Personal Accident \$100,000 Capital Benefits & \$1,000 weekly benefits

Subject to the Terms of the policies, the policies provide you with the cover you need in the event that you have an accident or if you face costs and damages awarded against you as a result of a claim arising from the provision of approved nursing care, personal care, and domestic and social care services to Care Recipients or in.

It is important to note that the covers only apply for work that is arranged and invoiced through Continuum Care and you will not be covered for work arranged or invoiced outside of Continuum Care.

It is further important to note that in agreeing to these Terms you understand and agree that you will be liable for any excess costs in relation to any claims that you make or that are made against you, regardless of the outcome of such claims.

You acknowledge and agree that any Sub-Contractors engaged in any way by you (with or without the written approval of Continuum Care) will not be covered under the Continuum Care Group Insurance Policy for any legal liability arising from malpractice committed or alleged to have been committed in the course of the professional business practice. You acknowledge that this liability will remain the sole responsibility of you as the contractor who engaged the Sub-Contractors.

You acknowledge and agree that any Sub-Contractors engaged in any way by you (with or without the written approval of Continuum Care) will not be covered under the Continuum Care Group Insurance Policy for Personal Accidents or Journeys in the course of the professional business practice. You acknowledge that this liability will remain the sole responsibility of you as the contractor who engaged the Sub-Contractors.

LIABILITY AND INDEMNITY

You agree that Continuum Care Australia will not be liable to you or your organisation for any loss or damage whatsoever that you or your organisation suffers or may suffer that arises directly or indirectly from:

- your use of, or inability to use, this Site;
- unauthorised access to or alterations of your transmissions or data;
- activities resulting from the loss or misuse of your username and password;
- Any attempt to use the Site without authorisation. This includes but is not limited to password cracking, social engineering (defrauding others into releasing their passwords), denial-of-service attacks, sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, harmful alterations of services, harmful and malicious destruction of data, injection of computer viruses, distribution of viruses through the use of Services, intentional invasion of privacy, reading of files without authorisation; and
- any other matter relating to the Services or this Site.

You and your organisation agree to indemnify and hold harmless Continuum Care Australia from and against any loss, damage, cost, expense, claim proceeding or liability of any kind that Continuum Care Australia may incur to any third party that arises directly or indirectly from:

- your breach of these Terms; and
- your use of this Site and your activities in connection with this Site, except to the extent that any such loss, damage, cost, expense, claim proceeding or liability arises solely from any act or omission involving fault on the part of Continuum Care Australia.

TERMINATION OF USE

You may cancel your registration with the Site at any time through the cancellation process available from the Support Specialist Agreement or the Customer Agreement available on the Continuum Care Australia website.

Continuum Care Australia may immediately terminate your registration, access to and use of this Site by notice to you, if it determines that you have breached any of these Terms.

Continuum Care Australia may suspend your registration, access to and use of this Site if Continuum Care Australia considers it necessary to protect its interests or those of any other person while it investigates any technical or operational issue or breach of security or a possible breach of these Terms.

Continuum Care Australia reserves the right to report any offence to the proper authorities, if necessary.

Continuum Care Australia may also terminate your registration, use of or access to this Site for its own reasons and without any fault on your part provided that in such circumstances Continuum Care Australia will attempt to give you not less than 7 days' prior written notice of such termination where it considers that this is appropriate in its absolute discretion.

Continuum Care Australia will not accept any Services lodgements or transactions from you via this Site after the date written notice of such termination.

NOTICES

You agree that Continuum Care Australia may notify you of any changes to your registration, access and use of the Site and of any changes to these Terms by publication of a notice on the Site. In such circumstances, Continuum Care Australia may, but is not bound to, also issue an email notification to your registered email address.

AMENDMENTS TO THE TERMS

Continuum Care Australia may amend these Terms at any time, and you agree to be bound by any such amendments immediately upon notification of the amendments being posted on the Site. Continuum Care Australia may also, at its discretion, require you to accept the amended Terms prior to allowing you continued access to the Site. If you do not wish to be bound by any changes to the Terms, you must immediately seek cancellation of your registration to the Site in a written form (i.e. email) and no longer use or access the Site.

GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of South Australia.

Last Updated: 9 February 2016