



You must accept the Terms of Use for the Southern Cross Provider Web (Provider Web) to gain access to and use the Provider Web. (Last updated: December 2017)

Welcome to Southern Cross' Provider Web ("Provider Web") and thank you for taking the time to read these Provider Web terms of use, which apply in respect to your use of the Provider Web and all information and services we provide on the Provider Web ("Provider Web Services").

For the purposes of these terms of use, "Southern Cross" means Southern Cross Medical Care Society.

1. By accessing and using Provider Web you are agreeing to these Terms of Use. If you do not agree to be bound by these Terms of Use, you must stop accessing and using Provider Web and all Provider Web Services immediately. If you breach these terms we may terminate or suspend your access.
2. The information on Provider Web is provided to enable you, as an authorised administrator of a Southern Cross Affiliated Provider to apply for approval and submit claims for healthcare services you provide to patients who are Southern Cross members ("Members") and to enable you to provide information to Members.
3. While Southern Cross will endeavour to keep the contents of Provider Web up to date and accurate, we do not warrant or represent to you or any other person that such content is accurate or up to date at all times.
4. Southern Cross will provide Provider Web and any Provider Web Service that you request with reasonable care and skill, however we do not represent or warrant that Provider Web or the Provider Web Service will:
  - i. operate on a continuous or fault-free basis or at any particular time or location;
  - ii. be secure or private;
  - iii. be free of viruses or other harmful features (including any files displayed or obtained from or through Provider Web or the Provider Web Services or any website linked to it).
5. We will endeavour to restore functionality to Provider Web and any Provider Web Service as soon as reasonably possible in the event of an outage or other technical fault.
6. To the fullest extent permitted by law, Southern Cross and its officers and employees will not be liable whether in contract, tort (including negligence) or otherwise to you or any other person for any loss or damage (whether direct, indirect, consequential or special) arising directly or indirectly from any errors or omissions in the information contained in Provider Web or any Provider Web Service or any delay or interruption to or use whatsoever of Provider Web or Provider Web Services, or any failure to comply with clauses 4(i) to (iii).
7. Except as expressly provided otherwise, Southern Cross (or its suppliers) own all copyright and other intellectual property rights in the information contained in Provider Web or otherwise connected with Provider Web or the Provider Web Services. No part of Provider Web or the Provider Web Services may be modified, reproduced, transmitted, stored or otherwise dealt with (including in any other website or other electronic form) except as expressly provided for on Provider Web or with the prior written consent of Southern Cross, except that you may print, or download to your hard drive extracts from Provider Web for your own internal business use.
8. While using Provider Web or any Provider Web Service you must ensure that:
  - i. all information which you supply to Southern Cross is current, complete, accurate and provided in a timely manner;
  - ii. you comply with all applicable laws, regulations standards and codes;
  - iii. all security information (including any login, username, password or PIN) relating to you is kept confidential and not disclosed to any third party;
  - iv. you notify us immediately of any actual or suspected unauthorised use of security information relating to you;
  - v. you notify us immediately of any actual or suspected unauthorised access to or use of the Member information accessed from Provider Web or the Provider Web Services;
  - vi. you maintain the confidentiality of the information that you obtain as a result of your use of Provider Web or the Provider Web Services and not disclose such information to any unauthorised person;
  - vii. you do not use Provider Web or any information you access from Provider Web for any purpose other than carrying out your authorised duties for the applicable Member (including without limitation, submitting the approval request, viewing approval tracking of requests and providing approval information to Members).
9. Southern Cross may prohibit links to Provider Web and you agree to remove or cease any link on our request. You may not frame any part of Provider Web.
10. We may change the content of Provider Web and these terms of use at any time without notice, and any revised terms of use located on Provider Web from time to time will apply to your use of Provider Web or any Provider Web Service.
11. For the avoidance of doubt, in the event of any conflict between: (a) the content of Provider Web and (b) the terms and conditions of our policies or the terms of the Affiliated Provider agreement entered into with Southern Cross, the terms and conditions of our policies and the terms of an Affiliated Provider agreement entered into with Southern Cross take precedence.
12. The contents of Provider Web have been prepared in accordance with New Zealand law and are governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

If you have any questions, concerns or complaints in relation to Provider Web, the Provider Web Services or these terms of use please contact Southern Cross by sending an email to [apadmin@southerncross.co.nz](mailto:apadmin@southerncross.co.nz) or telephoning your Relationship Manager.