# Health New Zealand Developer Portal

## Terms of Use

1. **Introduction**

Welcome to the Digital Services Hub (“DSH”). As a condition of your use of the DSH APIs, you must indicate your agreement to these terms when you register for our access to our 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 our use of the DSH APIs. By continuing to access the DSH APIs, 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 APIs. If you do not comply with these Terms of Use during your use of the DSH APIs, 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 and/or test data. If you wish to access production data, you must sign our API Access and Use Agreement.

1. **Update to Terms of Use**

Health NZ may, at its discretion and at any time, update 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 APIs. 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 APIs. You are authorised to use the information for integration and testing purposes (the Purpose). 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 APIs using the Access Credentials for Your Profile (of, if applicable, any one of your Profiles)
2. only use the DSH APIs within the scope of your authority to represent your Organisation.
3. stop using the DSH APIs 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. **Access Controls**

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 APIs and Digital Services.
2. ensure that only Authorised Users access the DSH and only for the Purpose.
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 APIs 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 APIs or at least the duration of this Agreement and provide them to us on request.
8. **Log ons**

You are responsible for keeping the logons safe and secure. You are also responsible for the use of the DSH APIs by anyone using your logons. 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 APIs and our information. You must not:

1. Give direct access to the DSH APIs to any person
2. Copy, reverse-engineer, modify or make derivative works of the DSH APIs
3. Remove any copyright, trademark, patent or other proprietary notices from the DSH or DSH APIs
4. **No Sublicencsing or on-selling**

You must not sub-license any third party to access our DSH 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 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 data using our DSH APIs and retain them for the period required by the Public Records Act 2005.

1. **Artificial Intelligence**

You must not use the DSH APIs 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 API Services and your use of our information if you do not comply with these Terms and Conditions 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. 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, or
3. If you fail to remedy any other breach of these Terms and Conditions within 5 days of our notice of breach.
4. Upon termination, you must immediately stop using our DSH APIs and our information. Any licence(s) we have granted under this Agreement will terminate immediately and your access credentials will be revoked and/or invalidated. You must permanently delete all our information (including cached information) stored which has been used in the provision of care or treatment of patients.
5. When the term of this Agreement ends, you must immediately stop using the DSH APIs.
6. **General Terms**
7. *Updates*. We may update the DSH and DSH API policies, API standards, API specifications, operational requirements and business processes, and/or the terms of this Agreement from time-to-time by posting the changes on our website. We will advise you of changes by email.
8. *Warranties excluded*. The DSH APIs 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 API Services, we give no warranty of any kind that the information is accurate and up to date.
9. *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 API Services or our information provided via them, 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.
10. *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.
11. *IP Indemnity*. You warrant that your use of the API Services and our information will not violate any third-party rights (including intellectual property rights) or any laws, rules, regulations or orders.
12. *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 DSH.
13. *No assignment*. You may not transfer your rights or obligations in this Agreement to any third party without our written consent.
14. *Survival*. The provisions of this Agreement that are by nature intended to survive termination or expiry of this Agreement will remain in full force.
15. *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.