

TYRO HEALTHPOINT APPLICATION

ACKNOWLEDGEMENT AND AGREEMENT

1. INTRODUCTION.

1.1 HealthClaims (which is also known as "HealthPoint") is comprised of two separate but related services:

- a) a Claims Service provided by HealthPoint Claims; and
- b) a Processing Service provided by the Health Funds.

The terms "Claims Service" and "Processing Service" are defined in clause 11 (Definitions) at the end of this document.

1.2 If You make an Application for HealthClaims and the Application is accepted:

- a) HealthPoint Claims will provide You (and your Providers as detailed on Your Application, and as updated by You from time to time) with the Claims Service in accordance with these Terms and Conditions and the Application; and
- b) the Health Funds will provide You with the Processing Service, contingent upon Your compliance with Clause 4 (Your Obligations for Health Fund Claiming).

1.3 You will, and You will ensure your Providers:

- a) comply with the detailed procedure for the operation of Claims Service set out in the relevant Guide; and
- b) co-operate as reasonably required by HealthPoint Claims and the Health Funds for the successful implementation and operation for HealthClaims.

1.4 HealthPoint Claims enters the Agreement on its own behalf for the Claims Service and will use commercially reasonable efforts to fulfill its obligations in a timely manner.

1.5 HealthPoint Claims enters into this Agreement as agent for each of the Health Funds for the Processing Services. The liability of each Health Fund under this agreement is several (not joint).

1.6 The Application must be signed by a Provider or by a person with authority to sign on behalf of a Provider. That signature will bind all Providers listed in the Application and the person signing warrants that the Providers on whose behalf he or she has signed have agreed to these Terms and Conditions.

1.7 All terms in capital letters are defined in clause 11 (Definitions).

2. INSTALLATION AND EQUIPMENT

2.1 HealthPoint Claims will provide the Claim Service to You via Your Bank supplied Terminal or via a Claiming Application installed on an Electronic Device.

2.2 HealthPoint Claims will provide You with training in how to use HealthClaims.

2.3 If You sell Your business or move Premises after Your Bank has installed HealthClaims You must notify both Your Bank and HealthPoint Claims. The HealthClaims service HealthPoint Claims and the Health Funds provide to You pursuant to the Agreement cannot be assigned to another party.

3. HEALTH FUND SPECIFIC PROVISIONS

3A THE HEALTH FUND'S CLAIM OBLIGATIONS

3A.1 Payment for services provided by You remain the responsibility of the Patient. The use of HealthClaims to process Claims on behalf of the Patient is undertaken with the approval of the Patient.

Where a Health Fund pays a benefit for Health Services provided by You, this is deducted from the overall cost of the treatment or service with any outstanding amount owed payable by the Patient.

3A.2 The Health Fund will process Claims in accordance with:

- a) its internal procedures and policies, the terms advised to its Members and Providers, and its Fund Rules; and
- b) instructions You give in Your Application (for example, the bank account you instruct the Health Fund to pay benefits into) as updated by You from time to time.

3A.3 A Health Fund is solely responsible for verifying, authorising, or rejecting Health Fund Transaction Data relating to Claims and Cancellations, and is under no obligation to accept or settle electronic Claims if:

- a) the Claim does not satisfy the criteria of the Member's cover or
- b) a Member disputes the validity of a Claim; or
- c) the Claim is not for an Approved Modality; or
- d) an untrue or illegal Transaction request or Claim is submitted; or
- e) the Provider has breached terms or standards between You and the Health Fund relating to the payment of benefits for the services that You provide; or
- f) any Claim or Transaction request is not authorised by the Member; or
- g) the Health Service and/or associated goods have not been provided to the Member at the time of submitting the Claim or Transaction request; or
- h) the Member does not agree that the Health Service and/or associated goods received are correct; or
- i) the Health Services and/or associated goods were provided by another provider or person not listed by the Health Fund as the recognised provider; or

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j) Claims have been received through unapproved Claiming Applications or Communication Channels; or

k) Your participation in a Claiming Application or Communication Channel has been terminated under clause 7.2; or

l) A Health Fund has directed HealthPoint Claims to terminate this agreement prior to any Transaction request; or

m) the Health Fund is not able to accept or settle a Claim due to circumstances beyond the Health Fund's reasonable control; or

n) the Health Fund has identified that you have breached clause 3A.2 or 4.1 under this agreement. paragraphs (m) and (n) also applies to Transactions previously authorised by the Health Fund.

The Health Fund may, suspend or revoke Your right to submit Claims and Transactions to the Health Fund using HealthClaims, including (but not limited to) by disabling Your ability to transmit Claims and Transactions to the Health Fund through Your Terminal or a Claiming Application if:

- a) There is a material breach of these terms and conditions; or
- b) You are in material breach of the terms between You and the Health Fund relating to the payment of benefits for Health Services that you provide; or
- c) there is a threat to the security of the HealthClaims system.

3A.3 Where a Health Fund authorises a Transaction or Cancellation, or makes an adjustment to a previously settled Claim, it must calculate for each day the following: total of amounts the Health Fund has authorised for payment to You as a result of each Transaction minus the total of amounts the subject of each Cancellation, and minus the total of amounts of adjustments made by the Health Fund for previously settled Transactions.

3A.4 Each Health Fund must pay to You the amount calculated for the purposes of clause 3A.3 within 10 Business Days of the day for which the amount is calculated or other period agreed with You (unless the Claim is under dispute).

3A.5 The Health Fund may suspend or terminate You from the Processing Service at any time if it determines:

- a) There is a material breach of these terms and conditions; or
- b) You are in material breach of the terms between You and the Health Fund relating to the payment of benefits for Health Services that you provide; or
- c) there is a threat to the security of the HealthClaims system.

If the Health Fund has suspended or terminated You, the Health Fund is under no obligation to pay a Claim on the Health Fund using HealthClaims.

3A.6 The Health Fund will;

- a) Establish and maintain a procedure for dealing with disputes about Transactions.
- b) Provide You with a Health Fund contact point during the Health Fund's normal business hours.

3A.7 Where a Cancellation request is accepted by the Health Fund, the original corresponding Claim request is immediately cancelled.

3A.8 A Transaction is not acceptable if the Member disputes any aspect of the Transaction at any time, even if a Health Fund has authorised the Transaction.

3A.9 A payment of the settlement amounts set out in clause 3A.3 will be made by the Health Fund to You by direct credit to Your nominated bank account or as otherwise agreed.

3A.10 Where a Health Fund has settled a Transaction under clause 3A.3 and if;

- a) the Transaction is not valid or acceptable within the Health Fund rules, or
- b) the Transaction has been cancelled by the Member; or
- c) the settlement of a Transaction has been made in error.

The Health Fund may require You to return payment for the amount of the Transaction within such period as reasonably nominated by the Health Fund or as agreed under the Provider Terms, or the Health Fund may elect to net the amount out of future payments to the account nominated by You for settlement. The net amount will be reflected in Your next settlement statement.

3B. THE HEALTHCLAIMS PROCESSING SERVICE

3B.1. Each participating Health Fund will have the right, to decide from time to time:

- a) which modalities they will process Claims in respect of;
- b) which item numbers they will accept from these modalities;
- c) if it will allow submission of Claims via a specific Claiming Application; and
- d) if it will allow submission of Claims via specific Electronic Device; and
- e) if it will allow submission of Claims via a specific Communication Channels.

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4. YOUR OBLIGATIONS FOR HEALTH FUND CLAIMING

4.1 You will:

- a) not knowingly submit a Claim which is untrue or unauthorised by a Member;
- b) submit Claims in accordance with the relevant Guide and all applicable laws;
- c) retain for at least five (5) years, or any longer period required by law, original hardcopy, tax Invoice and digital receipts of Transactions signed or electronically accepted by Members and all other documents referred to in Clause 4.1(d);
- d) if required by a Health Fund, acting reasonably, within 10 Business Days of request by a Health Fund make available original signed and/or electronic Receipts and other supporting documentation including (but not limited to) treatment records, laboratory reports, tax invoices and appointment schedules as requested, where benefits have been paid by the Health Fund, verifying the Health Services to the Health Fund;
- e) retain and return a Card to a Health Fund where the Health Fund requests You to do so;
- f) notify in Your Application the details of any Providers who may use the Terminal or other device (as applicable) in respect of this Agreement, and notify HealthPoint Claims immediately in writing of any change in those details including the removal or addition of any such Providers;
- g) ensure any Rebate Estimate submitted:
 - (i) is true and correct;
 - (ii) has Member approval;
 - (iii) can be supported by relevant and adequate verifying documentation, which must be provided on reasonable request to the Health Fund; and
 - (iv) is requested and returned for the Member review prior to delivering the Health Services and associated goods, for which the Rebate Estimate was requested.
- h) ensure that the service descriptions used in the Transaction request or Claim are correct and include the service identifiers that have been agreed between the Health Fund and Your relevant professional association;
- i) immediately cease utilising HealthClaims for Claims on a Health Fund, or for the purpose of submitting Transactions, if that Health Fund reasonably requests You to do so or has advised you of termination of any Health Service in relation to this Agreement.

4.2 You will not:

- a) make any representations or promises which purport to bind a Health Fund (for example, You will not promise a Member that a certain Claim will be accepted or a certain amount will be paid);
- b) charge a Member a fee for making a Claim; or otherwise disadvantage a Member for making a Claim; or
- c) accept a Card or process a submission from a Claiming Application if a Health Fund advises You not to do so; or
- d) keep a Card on premises unless a Health Fund has advised you to do so in accordance with clause 4.1(e).

4.3 You represent and warrant that in respect of each Transaction:

- a) the particulars of the Transaction are true and correct (including the item number(s) of the service(s) delivered), you reasonably believe the Transaction is valid and You have taken reasonable care to detect unauthorised use of the Card;
- b) the Claim represents Health Services and associated goods which have been provided by You to the Member identified on the physical or digital Card;
- c) the Member does not, at the time You make the Claim, dispute liability to pay You for the Health Services and associated goods; and
- d) except where clause 4.3(e) applies:
 - (i) the Claim has been processed in the Member's presence;
 - (ii) the Health Service has been provided, or the goods have been supplied, to the Member (unless otherwise authorised by the Health Fund);
 - (iii) the Member has reviewed and signed the Declaration on the Receipt or accepted the electronic receipt; and
- e) where the Claim is submitted in connection with an online order for goods:
 - (i) the Member has ordered the goods online and committed to purchase the goods at the time You submit the Claim; and
 - (ii) the Member has reviewed the Transaction details and You have recorded the Member's acceptance of the Declaration generated by Your Claiming Application and a tax invoice has been issued.

4.4 A Claim is not valid if it is illegal, incomplete, false in any respect, unauthorised or if it relates to services not provided by You at your Registered Provider Location unless an alternative service location has been approved by the Health Fund.

4.5 You will protect the secrecy of Your user identification and password, which enable use of HealthClaims. HealthPoint Claims and Health Funds are entitled to accept a Claim as having been made by You if the Claim is submitted electronically using HealthClaims.

4.6 You must immediately advise HealthPoint Claims of any changes to your nominated bank account. HealthPoint Claims and the Health Fund will not be responsible for any failure in settlement to your nominated account where the details held by HealthPoint Claims are outdated or incorrect. The Health Fund will not be liable to You or any Provider for You or any Provider failing to receive payment of benefits for any Claim where correct bank account details have not been supplied by You to HealthPoint Claims.

5. SUPPORT SERVICES

5.1 Subject to clause 5.2, if You report a fault in HealthClaims (and You have not caused the fault) HealthPoint Claims will provide or procure the provision of telephone support in accordance with the relevant Guide.

5.2 The Support Services do not include equipment fault finding, equipment servicing or equipment replacement for Your Bank supplied Terminal.

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5.3 HealthPoint Claims' obligations to provide Support Services will be reduced to the extent that Your act or omission (including any failure to comply with Your obligations under the Agreement) caused or contributed to the fault.

6. NOT USED

7. TERMINATION

7.1 You may terminate the Agreement at any time by giving notice in writing to HealthPoint Claims and Your Bank:

- a) immediately on notice if HealthPoint Claims or Your Bank commits a material breach of their obligations under this Agreement; or
- b) immediately on notice if You cease to carry on business; or sell Your business or become insolvent unless You have assigned Your rights and obligations under the Agreement in accordance with clause 10.3 before the occurrence of any events referred to in this sub-clause.

7.2 A Health Fund or HealthPoint Claims may (for itself and on behalf of the Health Funds) terminate the Agreement:

- a) immediately on notice if You commit a material breach of your obligations under this Agreement;
- b) immediately on notice if any HealthPoint Claims contract with the Health Funds relating to HealthClaims is terminated ; or
- c) immediately on notice if You cease to carry on business, cease to use HealthClaims over a 3 month period, sell Your business or become insolvent, unless You have assigned Your right and obligations under the Agreement in accordance with clause 10.3 before the occurrence of any events referred to in this sub-clause; and
- d) at any time on 30 days written notice to You.

8. CONFIDENTIAL INFORMATION

8.1 A party will not:

- a) use the other's Confidential Information except for the purposes contemplated by these Terms and Conditions;
- b) disclose the other's Confidential Information, except:
 - (i) to its employees or contractors who have a need to know the information to enable a product or service to be used in the manner contemplated by the Terms and Conditions and who have been informed of their obligations of confidentiality;
 - (ii) as otherwise permitted under clause 8.3 and clause 8.4 below; or
- c) copy or reproduce in any form whatsoever the other's Confidential Information.

8.2 A party will return (or destroy, as directed) another party's Confidential Information on request or on termination of the Agreement.

8.3 HealthPoint Claims may disclose Your Confidential Information:

- a) to the Health Funds
 - (i) that You use for HealthClaims; and
 - (ii) as necessary for the operation of HealthClaims (including, Your name, address, Provider number and bank details); and
- b) to Your Bank, information You disclose to HealthPoint Claims necessary for the operation of the Terminal and HealthClaims.

8.4 A Health Fund may disclose to Your Bank details about Transactions that You have submitted to that Health Fund, if Your Bank requires that information to accurately provide claim settlement services to You.

8.5 You acknowledge that in providing HealthClaims, HealthPoint Claims may have access to, and use, certain Personal Information of Yours (including details of Your telephone numbers, address, Provider number and bank details), and You consent to such use provided that it is in accordance with these Terms and Conditions or as reasonably necessary to enable HealthPoint Claims to fulfil its obligations under the Agreement, which you acknowledge and agree may include disclosure to the Health Funds or Your Bank as contemplated in clause 8.3 above.

8.6 To the extent relevant to the Agreement each party will at all times comply with its obligations under the Privacy Law; and take reasonable steps to assist the other party to comply with its obligations under the Privacy Law.

8.7 You warrant that You have made all necessary disclosures and obtained all consents required pursuant to the Privacy Law in respect of Personal Information (including 'health information' as defined under the Privacy Act) provided or made available to HealthPoint Claims under or in connection with the Agreement. You will indemnify and holds harmless HealthPoint Claims and its related parties from and against any loss, damages, costs, expenses or injury arising from or relating to Your breach of this warranty except to the extent any such loss, damages, costs, expenses or injury are caused or contributed to by HealthPoint Claims or its related parties.

8.8 Each party shall promptly notify the other party if it becomes aware of any breach of its obligations in respect of Confidential Information or Privacy Law.

9. LIABILITY

9.1 The parties acknowledge that provision of HealthClaims may not be uninterrupted or error free, although HealthPoint Claims and the Health Funds will use all reasonable efforts to supply HealthClaims in accordance with the Agreement.

9.2 Neither HealthPoint Claims nor any Health Fund is liable to You or any person claiming by or through You or otherwise for any loss, damages, costs, expenses or injury arising from this Agreement, as a result of the following factors if they are outside of the reasonable control of HealthPoint Claims or any Health Fund:

- a) the operation or failure of the operation of HealthClaims;
- b) any operation, failure, replacement or upgrade of Your Bank supplied Terminal;
- c) the content of any Traffic or any failure, error or omission in the entry of information for transmission or the transmission, conversion, reception or storage of Traffic
- d) access You give to any third party (including Your Bank), to any information including Provider claiming or claims settlement data, whether Personal Information, Confidential Information or otherwise; and

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e) any error in the information or data submitted by You in Your Application, including but not limited to any error in Your bank account details.

9.3 You will indemnify and hold harmless HealthPoint Claims and its related parties and any Health Fund from and against any loss, damages, costs, expenses or injury it suffers arising from a third party claim resulting from access You provided pursuant to clause 9.2(d) except to the extent any such loss, damages, costs, expenses or injury are caused or contributed to by HealthPoint Claims or its related parties.

9.4 Neither HealthPoint Claims or the Health Fund is liable to You for special, incidental, indirect, or consequential damages, lost profits or anticipated profits, or lost revenues or anticipated revenues, however caused (including by negligence), in connection with the Agreement except if HealthPoint Claims or the Health Fund engages in fraud, breach of confidence, breach of third party intellectual property rights, or causes damage to intangible property

9.5 To the extent that any consumer guarantee applies under the Australian Consumer Law in relation to the supply of goods or services, and the goods or services are not of a kind ordinarily acquired for personal, domestic or household use, the liability of HealthPoint Claims is limited (where it considers it fair and reasonable to do so), to:

- a) in the case of the supply of goods:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
- b) in the case of the supply of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

10. GENERAL

10.1 Neither party shall be liable for any delay in performance if such delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by any act or omission of the other party).

10.2 HealthPoint Claims may perform any of its obligations under the Agreement by arranging for them to be performed by a related body corporate of HealthPoint Claims or a third party.

10.3 You will not assign or attempt to assign any right or obligation under the Agreement without HealthPoint Claims' written consent (not to be unreasonably withheld).

10.4 Part or all of any clause of the Agreement that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of the Agreement.

10.5 HealthPoint Claims may vary the Agreement at any time by giving You 30 days prior notice in writing. Upon receipt of this notice, You may terminate the Agreement under clause 7.1. If You do not terminate the Agreement, the varied terms and conditions will apply from the date the notice period expires.

10.6 This Agreement is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that State and courts hearing appeals therefrom.

11. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

'Agreement' means the agreement formed between You, HealthPoint Claims and the Health Funds once you sign the Application and when HealthPoint Claims and the Health Funds accept Your Application.

'Application' means the application that You submit to HealthPoint Claims to use HealthClaims, including an application collected on behalf of HealthPoint Claims, whether in electronic or physical format and governed by these Terms and Conditions.

'Approved Modality' means a modality, which may change from time to time, that a Health Fund has agreed to accept claims in relation to.

'Bank' means the financial institution You have an agreement with for the supply of an Electronic Device and Claiming Application, and/or associated merchant facility services.

'Business Day' means a day that is not a Saturday, Sunday, or public holiday or bank holiday in New South Wales.

'Cancellation': means a cancellation of a Claim submitted on the same day.

'Card' means a card issued by the Health Fund to Members for use in making Claims via the HealthClaims Service and conforming to Australian Standards AS3524-1998 and AS3525-1998, or which complies with such other specifications as agreed, such as a digital version or a digital card or any other authorised media.

'Claim' means a claim by You for payment of benefits in respect of Health Services provided to You by a Member, for which the Member has assigned his or her right to benefits to You, and which is submitted in electronic form using HealthClaims.

'Claiming Application' means an application or service authorised by HealthPoint Claims that is installed on a Terminal or any other Electronic Device and used in the electronic submission and processing of Transactions.

'Claims Service' means the capture and transmission of the data between You and third parties using the electronic communications service provided by HealthPoint Claims.

'Commencement Date' means the date HealthPoint Claims notifies You HealthClaims is available and ready for Your use.

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'Communication Channels' means Health Fund approved method of communicating Transactions, such as Mobile technology (3G or superseding cellular technology), cabled communications technologies or other approved communications technologies.

'Confidential Information' means all information concerning the Agreement, HealthClaims, Your practice, the business of HealthPoint Claims or Health Funds and all patient and Health Services information (including Health Fund Transaction Data), disclosed by one party to another prior to, or in connection with the Agreement, excluding information in the public domain, information which is lawfully disclosed to HealthPoint Claims or the Health Fund by a third party without restriction on disclosure; and information a party is required by law to disclose (but only for the purpose of that disclosure).

'Declaration' means a document generated at the conclusion of the Claim process which requires a Member to physically, or digitally sign an acknowledgement that Health Services and/or associated goods have been received and are accurately represented on the claim receipt.

'EFTPOS' means electronic funds transfer at point of sale for debit and credit card operations processed through a terminal.

'Electronic Device' means any device (such as a Terminal, tablet, mobile phone, personal computer or server) authorised by HealthPoint Claims on which a Claiming Application has been installed and which is used in the electronic submission and processing of Transactions.

'Fund Rules' means the body of rules established by the Health Fund that relate to the day-to-day operation of the Health Fund's health insurance business and (if any) health-related business.

'Guide' means the guide for HealthClaims provided to You by Your Bank, and approved by HealthPoint Claims from time to time, which will set out amongst other things instructions for use of the Claims Service.

'HealthClaims' means the Claims Service and the Processing Service.

'HealthPoint Claims' means HealthPoint Claims Pty Limited (ACN 093 721 423).

'Health Fund' means the private health insurance companies with whom HealthPoint Claims has entered into an agreement for HealthClaims as advised to You from time to time by HealthPoint Claims.

'Health Fund Transaction Data' means, in relation to a Transaction:

- a) any identification of a Member for whom a health insurance claim is or has been made in the Transaction or for whom a health insurance quotation is sought or provided;
- b) information about the nature of the treatment, services or goods provided (or to be provided) and amount charged by a Provider to a Member for whom a health insurance claim is, has been or may be made on the Health Fund in the Transaction other than any such information which is owned by a Provider; and
- c) information about the nature and amount of benefits that is or may be payable by the Health Fund in respect of the treatment, services or goods that is, has been or may be provided by a Provider to a Member,

and any other information relating to a Transaction.

'Health Information' has the meaning given to that term in the Privacy Act 1988 (Cth).

'Health Services' means services provided by You to a Member for which a Member may be entitled to benefits from a Health Fund.

'Member' means a member of a Health Fund who may be entitled to benefits from a Health Fund and who is listed on a Card.

'Merchant' means a business that accepts payment for goods and services through electronic banking.

'Patient' means the person receiving the Health Services provided by You that may be a member of a Health Fund

'Personal Information' has the meaning given to that term in the Privacy Act 1988 (Cth).

'Premises' means Your premises at which HealthClaims has been installed and is the Registered Provider Location contained in Your Provider Number letter issued by Medicare Australia or Medibank Private.

'Privacy Law' means, to the extent applicable the Privacy Act 1988 (Cth); the Australian Privacy Principles contained in the Privacy Act; and any other statute, regulation or law in Australia which relates to the protection of Personal Information or Health Information and which the parties must observe.

'Processing Services' means the receipt and processing by the Health Funds of Transactions delivered by the Claims Service, including verification of Claims and notification of acceptance or rejection.

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'Provider' means a provider of Health Services who is listed on the Application submitted by You (as updated by You from time to time by notice to HealthPoint Claims) and who is therefore bound by this Agreement.

'Provider Terms' means the terms or the rules which govern Your recognition as a health services provider for a Health Fund. Provider Terms are available from each Health Fund, and can be accessed directly through the Health Fund, or by contacting the relevant industry association that You are regulated under.

'Rebate Estimate' means a Transaction request by You for the purpose of estimating the benefits in respect of Health Services not yet provided, but intended to be provided by You to a Member, for which the Member has agreed to the list of services, and which is submitted in electronic form using HealthClaims.

'Receipt' means the receipt generated by HealthClaims when a Transaction is processed.

'Related Body Corporate' has the meaning given to that term in the Corporations Act.

'Support Services' means the services described in clause 5.

'Terminal' means Your Bank supplied terminal equipment that, together with the Claiming Application installed on the terminal equipment, enables You to use EFTPOS and Claims Services .

'Traffic' means any communication to or from the Health Funds using HealthClaims.

'Transaction' means the transmission of any of the following transaction types:

- a) a claim by one Provider for one or more Members of the same family and including up to a maximum 16 items,
- b) a void of the last Claim submitted on the same day; and
- c) a Rebate Estimate.

'You' and 'Your' means:

- a) the person identified in the Application as the customer for HealthClaims and/or
- b) the Provider, as the context requires.