

## Disclaimer

Please read carefully and completely the terms of the agreement which follows. By accessing the Royal Australian and New Zealand College of Obstetricians and Gynaecologists' website, College provided e-mail account and any other associated on-line content you agree to be bound by the terms of this agreement. If you do not wish to be bound by the terms of this agreement, you must not access the College website, e-mail account or any other associated on-line content provided by the College.

### 1 Accuracy

Every effort is made to provide information that is accurate. However, materials contained in the College website and issued via the internet (including College provided e-mail accounts) are subject to change at any time by appropriate action of the College.

We give no assurance or warranty that information on the College website or issued via any email account is current, and take no responsibility for matters arising from changed circumstances or other information or material which may affect the accuracy or currency of this information.

### 2 Copyright

Copyright in this website and other materials provided, rests with the College, unless otherwise stated.

### 3 Advice

The material contained on the College website or transmitted through any College provided accounts is general commentary only. None of the material is, or should be regarded as advice. Accordingly, no person should rely on any of the contents, without first obtaining specific advice from the College for your particular case. The College, its principals, employees and agents accept no responsibility to any person who acts or relies in any way on any of the material without first obtaining specific advice.

### 4 No Warranties

The website and College provided email accounts are provided on an "as is", "as available" basis without warranties of any kind, express or implied, including, but not limited to, those of **TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE** or **NON-INFRINGEMENT** or any warranty arising from a course of dealing, usage, or trade practice. No oral advice or written information provided shall create a warranty; nor shall members or visitors to the site rely on any such information or advice. This publication is not intended to be a contract, explicit or implied, and the College reserves the right to make changes in the information and functionality contained.

## **5 Disclaimer of Liability**

The user assumes all responsibility and risk for the use of this website, email accounts, and the Internet generally. We accept no liability or responsibility to any person as a consequence of any reliance upon the information contained in this site. Under no circumstances, including negligence, shall anyone involved in creating or maintaining this website or email accounts be liable for any direct, indirect, incidental, special or consequential damages, or lost profits that result from the use or inability to use the website and/or any other websites which are linked to this site. Nor shall they be liable for any such damages including, but not limited to, reliance by a member or visitor on any information obtained via the website; or that result from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or failure of performance, communications failure, theft, destruction or unauthorised access. For those States or Countries which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by law.

## **6 Online Conduct**

Users agree to use the website and email accounts only for lawful purposes and are prohibited from posting on the website or email messages any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Although in the absence of a specific complaint the postings are monitored for compliance with this provision, in an effort to discourage such conduct, please note that any postings in any forum area will list the author's name and institution - no anonymous postings will be permitted.

## **7 Third Party Content**

The College is not a distributor (Not Publishers) of the content supplied by visitors and other third parties. Accordingly, we have no more editorial control over this content than does a public library. Any opinions, advice, statements, services, offers or other information or content made available by members, visitors and other third parties are those of the respective author(s) and the College is not responsible for any material posted by third parties. We cannot and do not endorse it in any way, and we expressly disclaim any liability associated with material posted by third parties.

**8 Disclaimer of Endorsement**

Unless otherwise stated specifically, reference to any products, services, hypertext link to the third parties or other information by trade name, trademark, suppliers or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by the College, nor is endorsement of the College implied by such links. They are for convenience only, as an index in a public library.

**9 Information Subject to Change**

Any information on the website or in format conveyed via College provided email accounts may include technical inaccuracies or typographical errors. Furthermore, the information may change from time to time without any notice.

**10 Indemnity**

You agree to indemnify the College (its employees and agents) for any loss suffered or liability incurred by the College (its employees and agents) arising from any unlawful, unauthorised or improper access or use of the Website or email accounts or any breach of these terms by you or your representatives.

**11 Access**

The College does not guarantee constant availability of Website access and accepts no liability for down time or access failure due to circumstances beyond its reasonable control (including any failure by ISP or system provider).