



# RANZCOG Website Terms of Use

Please read carefully and completely the following terms of use.

By accessing or using The Royal Australian and New Zealand College of Obstetricians and Gynaecologists' (RANZCOG) website, RANZCOG provided e-mail account, associated smart phone applications and any other associated on-line content you agree to be bound by these terms of use, which are to be read in conjunction with any other terms specified at the time of use or access. If you do not wish to be bound to these terms, you must not access the site.

## 1 Accuracy

Every effort is made to provide information that is accurate. However, content may be out-of-date and is subject to change at any time by RANZCOG taking any action it considers appropriate. RANZCOG gives no assurance or warranty that information on this site is current, and takes no responsibility for matters arising from changed circumstances or other information or material which may affect the accuracy or currency of information provided on this site.

## 2 Copyright and Restricted Use

Copyright rests with RANZCOG, unless otherwise stated. All aspects of this website and any phone application, including data, documents, graphics and logos are copyright to RANZCOG and may not be reproduced in any shape or form. Unless otherwise agreed by RANZCOG in writing, you are provided with access for your personal use. You are authorised to print a copy of any information for your personal use (unless such printing is expressly prohibited). Without limiting the foregoing, you may not without RANZCOG's prior written permission on-sell information obtained from this website or any phone application.

## 3 Advice

The material provided is general commentary only. None of the material is, or should be regarded as, medical advice. Accordingly, no person should rely on any of the contents, without first obtaining specific advice from an appropriately qualified person or medical professional, for your particular case. We do not answer specific medical questions.

RANZCOG accepts no responsibility to any person who acts or relies in any way on any of the material.

#### **4 No Warranties**

Services are provided on an “as is”, “as available” basis and to the extent permitted by law, 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 associated oral communication or written information provided creates 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 RANZCOG reserves the right to make changes in the information contained.

#### **5 Risk and Liability**

The user assumes all responsibility and risk for the use of this website, email accounts, phone applications and the internet generally, including the transmission of information. RANZCOG is not liable for any loss or damage which you may suffer through such use. Without limitation, to the extent permitted by law, you release and discharge RANZCOG from any claim for any direct, indirect, incidental, special or consequential damages, or lost profits that result from the use of the provided services, including damages arising from reliance on any information provided; 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**

Services must only be used for lawful purposes and you must not post or transmit via this website, a phone application or email account 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 postings are monitored for compliance with this provision, in an effort to discourage such conduct, please note that postings in any forum area will list the author’s name and institution – no anonymous postings will be permitted.

#### **7 Security**

You must observe and maintain the confidentiality of all applicable security features (including passwords, access arrangements etc.) as notified.

#### **8 Third Party Content and Websites**

RANZCOG is a distributor (not publisher) of the content supplied by visitors and other third parties. Accordingly, RANZCOG has 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). RANZCOG is not responsible for any material posted by third parties and cannot and does not endorse it in any way or vouch for its accuracy or usefulness. Furthermore, we expressly disclaim any liability associated with material posted by third parties.

## 9 Disclaimer of Endorsement

Any external links and references to third parties are for convenience only. RANZCOG does not endorse or recommend the products or services of third parties.

## 10 Indemnity

You indemnify RANZCOG and its officers, employees and agents from and against any loss suffered or liability incurred by one or more of them arising from any unlawful, unauthorised or improper access or use of this website, a phone application or email accounts or any breach of these terms by you.

## 11 Access

RANZCOG does not guarantee constant availability of the services 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).

## 12 Privacy Policy

RANZCOG has developed a policy to protect users' privacy in compliance with applicable privacy legislation. RANZCOG's policy is to inform users of the following:

- the identity and contact details of RANZCOG;
- what personal information is being collected;
- who is collecting personal information;
- how personal information is being used;
- to whom personal information is being disclosed;
- how personal information is being stored;
- the consequences of personal information being withheld from RANZCOG; and
- how personal information can be accessed and corrected.

## 13 De-identified Information

Without limiting the means by which information is collected by RANZCOG, RANZCOG may use usage analysis software which records:

- unique visitors and sessions;
- requested pages, downloads, search terms used, posted forms, status and errors, hits and bytes downloaded per directory, file and file type;
- entrance pages, exit pages, click paths, click to and click from and length of session;
- domains, countries and IP addresses; and/or
- browsers, platforms and robots.

Any such statistics are de-identified at the time of recording, to be used for administrative purposes, including to improve and assess services, and to monitor usage patterns, in order to improve navigation and design features.

## 14 Identified Information

RANZCOG may collect identifiable information such as contact details. Further, access to restricted sections may be made possible by using information contained in RANZCOG's databases. This website may use cookies to manage use, including login and logout. Otherwise, RANZCOG will not knowingly make an attempt to identify users or their browsing activities. Access may be denied or restricted if required information is withheld.

## 15 Access to and correction of identifiable information

Identifiable information may be accessed and corrected by users where the user has login access. If identifiable information held by RANZCOG cannot be accessed, a user may request access to the identifiable information. RANZCOG must deal with requests for access to identifiable information within the time prescribed by applicable privacy laws. To the extent permitted by law, RANZCOG may refuse access. If a user requests RANZCOG to correct identifiable information, RANZCOG must deal with that request within the time prescribed by applicable privacy laws. RANZCOG may correct the identifiable information.

## 16 Use and Disclosure of Information Collected

RANZCOG collects personal information for a number of purposes (being the primary purposes of collection), including:

- to deliver and promote services;
- to implement, monitor and maintain quality assurance processes and systems;
- to monitor and investigate conduct;
- to procure funding, donations or other support for the activities of RANZCOG; and
- to enable internal administration, training, assessments and reviews.

Any information you provide will only be used for the primary purposes for which users have provided it or a secondary purpose if it directly relates to the primary purpose or for any other lawful purpose.

RANZCOG engages third parties to perform certain business functions. Therefore, it is sometimes necessary to disclose personal information to those suppliers. Disclosures may also be made to other third parties, including advisors, funders and regulatory authorities. Where disclosure takes place, RANZCOG seeks to ensure that personal information is handled appropriately. RANZCOG may from time to time be required to disclose personal information to third parties located overseas.

## 17 Use of Additional Collection Statements

RANZCOG may provide further relevant privacy information to users at the point of collection, in which case, such information should be read in conjunction with the policy set out in these terms of use.

## 18 Complaints and Concerns

Any concerns about RANZCOG's handling of personal information should be directed to the Privacy Officer on + 61 3 9417 1699 or at [privacy@ranzcog.edu.au](mailto:privacy@ranzcog.edu.au). Requests may be required in writing and resolution of concerns will be sought as promptly as possible. The Australian Government's Privacy Commissioner is an additional source of information (see [www.privacy.gov.au](http://www.privacy.gov.au)), as is the New Zealand Government's Privacy Commissioner (see [www.privacy.org.nz](http://www.privacy.org.nz)).

## 19 Electronic Payments

You must assess the suitability of any payment option or service presented on this website or phone application (which may not be reliable or always available due to events beyond RANZCOG's reasonable control). On utilising electronic payment options you certify that you are 18 years or older and that you have the authority to use the payment method specified. If you become aware of a fraudulent or unauthorised

payment, please immediately notify your bank to stop further payments and seek a refund. RANZCOG is not responsible for any failures or losses or damages associated with the use of a third party payment processor or facilitator (eg, bank). These payment provisions should be read in conjunction with any other terms specified at the time of payment.

## **20 Donations**

RANZCOG welcomes philanthropic donations and will issue prescribed receipts for tax purposes, taking into account processing times. Unless otherwise specified, on donating you consent to receive additional information and news about the activities of RANZCOG.

## **21 Amendment**

RANZCOG reserves the right to amend this website, e-mail accounts, associated smart phone applications, any other associated on-line content and/or these terms of use, without prior notice. Any information on this website may include technical inaccuracies or typographical errors. Amendments will take effect immediately upon changes being made and you should ensure that you read all of the terms of use each time you access or use them.

## **22 Termination of Access**

RANZCOG may delete content and/or terminate or suspend your access to this website or use of a phone application or email account at any time, without prior notice. Each disclaimer and limitation of liability will continue to apply to prior use.

## **23 Governing Law**

These terms of use will be constructed according to and are governed by the laws of the State of Victoria, Australia.