

WEBSITE PRIVACY AND TERMS OF USE POLICY



THE ROYAL AUSTRALIAN AND NEW ZEALAND COLLEGE OF RADIOLOGISTS®

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RANZCR Council

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1. INTRODUCTION

- (a) This website with URL address: <http://www.ranzcr.edu.au/> (Website) is owned and operated by The Royal Australian and New Zealand College of Radiologists (ABN 37 000 029 863) (the College).
- (b) This Website Privacy and Terms of Use Policy (*Policy*) together with the College's Privacy Policy are important as they govern your use of the Website. Please read them carefully. Access to the Website is conditional on your approval of this Policy and the College's Privacy Policy. By using the Website you agree to be bound by the terms of this Policy and the College's Privacy Policy. If you do not agree with the terms of this Policy and/or the College's Privacy Policy please do not use the Website.
- (c) The College may amend this Policy from time to time and your continued use of the Website following any such amendment will be confirmation of your acceptance of the amendments to the Policy.
- (d) This Policy should be read in conjunction with the College's Privacy Policy, which details the College's practices for the collection, use, storage, access, distribution and related handling of information.
- (e) This Policy does not relate to your use of any product, service, process or technology described on the Website. We refer you to the individual product warranty relevant to that particular product, service, process or technology.
- (f) Should you wish to report any problems regarding the Website, please contact the College on +61 2 9268 9777.

2. PRIVACY AND INFORMATION COLLECTION

- (a) The College will collect personal information provided by visitors to the Website, including information or opinions which are capable of identifying visitors, such as the visitor's name, address, contact telephone numbers or email address (*Personal Information*).
- (b) Some of the Personal Information collected by the College will track your use of this Website, through the use of *Cookies* (see section 3 of this Policy).
- (c) Personal Information is collected by the College to enhance your use of the Website and to assist the College in order to carry out its objects as set out in its Memorandum of Association and summarised in the College's Mission.
- (d) The College does not wish to collect information about visitors which is *sensitive information*. We refer you to the College's Privacy Policy for further information.

3. COOKIES

- (a) A *Cookie* is a feature stored on your computer's hard drive by your web browser. On each visit to the Website, the College's web browser will recognise the Cookie and give the College information about your visit.
- (b) The Cookie does not contain information that personally identifies you and the College does not use Cookies for that purpose.
- (c) The College uses Cookies to learn about your preferences and the way that you use the Website, so that it can improve the Website.

- (d) Most browsers accept Cookies automatically, but you should also be able to alter the settings of the browser to refuse Cookies.
- (e) You should note that de-activating Cookies may mean that you will no longer be able to enjoy the full operational capabilities of the Website.

4. INTELLECTUAL PROPERTY RIGHTS

- (a) The College is the owner of all right, title and interest (including present and future copyright) in the Website.
- (b) All material including domain names, names, text, graphics, images, photographs, illustrations, diagrams, logos, buttons, icons, software, and all products, services, processes and technologies described on the Website (*Material*) are owned exclusively by the College, its related bodies corporate or others who have licensed their material to the College (unless expressly indicated otherwise).
- (c) For the avoidance of any doubt, the words The Royal Australian and New Zealand College of Radiologists and all product and service names, design marks and slogans are the trademarks or service marks of the College.
- (d) Please contact the College if you wish to copy, link to or reference any part of the Website.

5. YOUR USE OF THE WEBSITE

- (a) You are granted a non-exclusive, non-assignable and non-transferable licence to use this Website only under this Policy.
- (b) You may use the Website and view and access the Material only for your personal and non-commercial use. Nothing in this Policy or the Website will be construed as granting to you ownership of the Material or any proprietary right to the copyright, trade marks, patents or other intellectual property rights of the College, its related bodies corporate or any third party.
- (c) You may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, transmit, post, communicate or use the Materials except:
 - (i) as expressly authorised either in the Website or this Policy; or
 - (ii) as authorised in writing by the College.
- (d) You may not use any trade mark or service mark appearing on the Website without the prior written consent of the College or the owner of the trade mark.
- (e) You must not use any so-called *spider* or similar automated software or device to use or access the Website or the Materials in any way.

6. YOUR RESPONSIBILITIES

- (a) You may only use the Website for lawful purposes, in a responsible and co-operative manner, and in accordance with this Policy.
- (b) It is your responsibility to ensure that your use of the Website complies with this Policy and to seek prior written permission from the College for any uses not expressly permitted by this Policy.

- (c) The College prohibits the use of the Website, for any of the following:
- (i) transmitting or posting any message, information, data, text, software or images, or other materials (*Content*) that is unlawful, harmful, threatening, abusive, harassing, sexually explicit, defamatory, vulgar, obscene, libellous, hateful, racially, ethnically or otherwise objectionable or invasive of another's right of privacy;
 - (ii) impersonating any person or entity or to falsely state or to otherwise misrepresent your affiliation with a person or entity;
 - (iii) posting or transmitting any Content that you do not have a right to reproduce, display or transmit or that infringes the rights of any person, or entity;
 - (iv) posting or transmitting any Content that contains a virus or corrupted data;
 - (v) using any device, software, or routine that interferes with or attempts to interfere with the proper functionality of the Website;
 - (vi) attempting to decipher, decompile, disassemble or reverse engineer any of the software that makes up the Website or the Materials or for the purpose of creating derivative works from the Website.

7. SUBMISSIONS TO THE COLLEGE

- (a) If you are invited by the College to post Content on the Website, the College reserves the right (but assumes no obligation) to remove or amend any such Content. The College reserves the right not to accept unsolicited Content or other material.
- (b) By submitting any Content to any public or non-public areas of the Website, you automatically grant the College the royalty-free, perpetual, irrevocable, non-exclusive, transferable right and licence to use, reproduce, modify, adapt, publish, distribute, translate, create derivative works from, perform and display such content (in whole or part) worldwide or to incorporate it in other works in any form, media, or technology now known or later developed, without restriction or compensation.
- (c) You also warrant that the holder of any rights, including moral rights in such Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant to the College the rights and licence stated above. Subject to the foregoing, the owner of such Content placed on the Website retains any and all rights that may exist in such Content.

8. CAREER INFORMATION

- (a) The College may from time to time request applications from people interested in seeking employment with the College. The College may not confirm receipt or otherwise respond to an employment application but will endeavour to retain such application for a period of 6 months from the date of receipt.
- (b) Notwithstanding section 7 of this Policy, the College will protect your employment application in accordance with the College's Privacy Policy.

9. INFORMATION DISCLAIMER

- (a) The College is not aware that any person intends to act or rely upon the opinions, advices or information contained on the Website or of the manner in which it might be possible to do so. It issues no invitation to any person to act or rely upon such opinions, advices or information or any of them and it accepts no responsibility for any of them. The College intends by this section 9 of this Policy to exclude liability for any such opinions, advices or information.

- (b) The content of this Website is not intended as a substitute for medical advice. It is designed to support, not replace, the relationship that exists between a patient and his/her doctor. Some of the tests and procedures included on the Website may not be available at all radiology providers. The College recommends that any specific questions regarding any procedure be discussed with a person's family doctor or medical specialist.
- (c) Whilst every effort is made to ensure the accuracy of the information provided on the Website, the College, its officers, councillors and employees assume no responsibility for its content, use or interpretation. Each person should rely on their own inquiries before making decisions that touch their own interests.

10. LINKS AND CONNECTIONS TO OTHER PARTIES AND OTHER SITES

The Website may contain links or other connections to websites operated by parties other than the College (*Links*). These Links are provided for convenience only. If you use a Link to access a third party website, you do so entirely at your own risk. The College's inclusion of Links or other connections to third party websites does not imply any endorsement of the material on them or any association with their owners or operators. Websites accessed via Links may contain advertisements by other people. These advertisements are not recommendations or endorsements by the College and the College is not responsible for the products and/or services being advertised.

11. DISCLAIMERS, WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY

- (a) You acknowledge and agree that use of the Website is at your sole risk. The College makes no representation or warranty:
 - (i) as to the availability of any product, good, service, process or technology described on the Website;
 - (ii) that the functions contained in the Website or your access to the Website will be error-free;
 - (iii) that any defects on the Website or the Materials will be corrected;
 - (iv) that any information, apparatus, product, software or process used or disclosed on the Website or any Material accessible from the Website will be accurate, up to date, complete or useful; or
 - (v) that the Website or the server which stores and transmits the Material to you are free from viruses or any other harmful components.
- (b) To the fullest extent permitted by law, the College and its officers, employees, agents and contractors (*the College's Group*) disclaims all warranties of any kind (whether express or implied) in relation to the Website and the Material and will not be liable for any direct or indirect damage (including special and/or consequential damage, such as loss of business, loss of profits or loss of data) which results from any use or access of, or any inability to use or access the Website or the Material even if the College or any other member of the College's Group was made aware of the possibility of such damages.
- (c) Without limiting the foregoing, the College's Group acknowledges that the laws in certain jurisdictions including Australia may imply warranties and conditions or impose obligations on the supply of goods and services through or by means of the Website which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to the fullest extent permitted by the law of the relevant jurisdiction and in the case of Australia to the extent permitted by the *Trade Practices Act 1974 (Cth)*, the College's Group limits its liability and if any liability remains it will be limited to any one or more of the following in its sole discretion:

- (i) in the case of any goods, the replacement or repair of the goods, or the supply of equivalent goods, or the payment of the cost of repairing or replacing the goods or supplying equivalent goods; and
 - (ii) in the case of any services, the supply of the services again or the payment of the cost of having the services supplied again.
- (d) Without limiting the foregoing, you agree that the liability of the College and the College's Group, if any, arising out of any kind of legal claim or action in any way connected to the Website or the Material will not exceed the sum of AUD \$1.00.

12. INDEMNITY

You indemnify the College from and against all claims, actions, liabilities, costs and expenses (including legal costs on a full indemnity basis) resulting from your failure to comply with this Policy.

13. TERMINATION

The College may, in its sole discretion and without prior notice to you, terminate your licence to access to the Website and the Materials if you breach this Policy.

14. AGREEMENT

This Policy represents the entire binding agreement between you and the College, and our respective successors and assigns, and supersede any and all prior understanding, statements or representations, whether electronic, oral or written, regarding the College, the Website, or the information and contents on the Website.

15. WAIVERS OF ANY OBLIGATION OR RIGHT

No waiver of any obligation or right by the College will be effective unless in writing and executed by the College.

16. APPLICABLE LAW

- (a) The Website is controlled by the College from its offices in Sydney, Australia. The College makes no representation that the Material or the Website is appropriate or available for use in other locations. Those who choose to access the Website from locations outside of Australia do so at their own initiative and are responsible for compliance with local laws.
- (b) These terms will be governed by and construed in accordance with the laws of New South Wales, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) If any provision in these Terms of Use is found to be invalid or unenforceable by a court of New South Wales, such invalidity or unenforceability will not affect the remainder of these terms and conditions which will continue in full force and effect.

17. CONSENT

Fellows and other members, trainees, employees, contractors, suppliers, conference delegates and other individuals who interact with the College acknowledge and agree that the College is permitted to collect, store, use and disclose Personal Information in the manner set out in this Policy and in accordance with applicable law.

18. COMPLAINTS AND CONCERNS

The College has appointed its Chief Executive Officer as a Privacy Officer to ensure that the College practices comply with applicable law.

An individual who believes that there has been a breach of this Policy should contact the Chief Executive Officer on +61 2 9268 9777.

19. CHANGES TO THIS POLICY

The College may amend this Policy at any time and will ensure that future amendments comply with applicable law.

20. RELATED POLICY DOCUMENTS

- Privacy Policy

