

Terms and Conditions

The terms and conditions set out below (“Terms and Conditions”) govern your use of the www.agedcareinsite.com.au website (“Site”). By using the Site, you must accept and abide by the Terms and Conditions. If you do not accept the Terms and Conditions, you are not permitted to use the Site and you must refrain from using it.

The site is owned and operated by APN Educational Media Pty Limited ABN 58 070 900 999 (“APN”) of Level 6 / 110 Walker Street, North Sydney, NSW 2060, Australia and its related bodies corporate (APN Group).

If you have any complaints or questions regarding the Site or the Terms and Conditions then please contact us subs@apned.com.au

APN reserves the right to make changes to the Terms and Conditions which will be effective once they are published on the Site. You should revisit this area of the Site regularly to check the Terms and Conditions.

Use of the Site by you

You agree to only use the Site to view and access its Content for personal non-commercial use and only as permitted by the Terms and Conditions. You are responsible for all equipment and software used to access the Site.

You must not:

- use the Site directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches the Terms and Conditions;
- use the Site directly or indirectly in a manner which is false, misleading or deceptive in any way;
- attempt to gain unauthorised access to the Site or use another person's name, registration account or password;
- create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message;
- tamper with, hinder the operation of or make unauthorised modifications to the Site; or
- knowingly transmit any virus or other disabling feature to the Site.

Username and password

Libraries and individuals that purchase single or multiple subscriptions to the Site are granted a revocable, non-exclusive, non-transferable, non-sublicensable licence to access the Site - one online user access per paid subscription. Access, by username and password, must be allocated to an individual user/subscriber (or specific personal computer by IP identification). A subscription must be purchased for each individual who wishes to access the Content of the Site. The username and password is not transferable. It must not be shared or made available to others by electronic or other means. Without limitation, the publication of access details on intranets or distribution by email is strictly forbidden.

If multiple and/or concurrent online subscriptions are required a subscription for institution-wide Internet Protocol (IP) access must be obtained.

It is your responsibility to keep any username or password you are provided with (if any) safe and secure. If there is any activity undertaken with your login details then you are responsible. If you think that your details may have been used by someone else then you must notify APN as soon as possible. You must also change your password immediately. You agree to indemnify APN against any and all claims arising out of your failure to maintain the confidentiality of your username and password.

Disclaimer

To the extent permitted by law, APN, the APN Group and its information contributors and associated service providers exclude all warranties, including without limitation, as to the to the availability, accuracy, completeness, currency or reliability of the information or services, including services of any third party, that are made available via or referred to on the Site.

The APN Group does not investigate or endorse any agency or private users who advertise or use the Site. The availability of information through the Site does not constitute advice about the appropriateness, value or suitability of any particular transaction or course of action nor does it constitute any recommendation or endorsement by APN to you to enter into any contract, transaction or follow any course of action. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all Content provided through the Site or on the Internet generally.

In no event will APN or any member of the APN Group (or their respective officers, employees, agents or advisers) be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any Content contained on or omitted from the Site, including any Content that is incomplete or superseded.

The Site and Content available on it are provided on an “as is” basis and APN reserves the right to change, add or remove any Content on the Site without notice. APN makes no warranty that the Site will be free from viruses or any kind of malicious code whatsoever.

To the extent permitted by law, all implied warranties, conditions and representations about or in relation to:

- the Site;
- information, documents, software, text, graphics and other material displayed or available or contained on the Site (“Content”);
- the goods, services or products made available through or referred to on the Site;
- the availability of the Site; and
- your use of the Site, are excluded.

Limitation of liability

If a term is implied by law into the Terms and Conditions and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in the Terms and Conditions. However, APN’s liability for breach of such term will, to the extent permitted by law, be limited, at APN’s option, to:

1. in relation to goods, at APN’s option:
 - a. repair and return of goods to you;
 - b. refund to you of the cost of replacing the goods or of acquiring equivalent goods; or
 - c. if the product is still available, replacement of the goods with equivalent goods;or
2. in relation to services, at APN’s option:
 - a. supply of the services again; or
 - b. refund to you of the cost of having the services supplied again.

To the extent permitted by law , APN and the APN Group (and their respective affiliates, officers, employees, agents, representatives and third party service providers) exclude all liabilities

(including in contract, for negligence under statute or otherwise) for any loss, consequential loss, damage, costs or expenses suffered by you or claims made against you in connection with (however caused):

- your use of the Site and the Content (including superseded or incomplete Content);
- any lack of availability, interruption, delay in operation, virus, internet access difficulties, or equipment malfunction in relation to the Site;
- any failure to provide the Site; or
- any goods or services identified, supplied, offered or advertised on or through the Site.

Linked Sites

The Site may contain links to external sites. Those sites are not part of the Site and, unless otherwise indicated, are not under APN's control. No link appearing in the Site and no external site linked to the Site is endorsed by APN and no responsibility is taken for material on them. You agree that by accessing any linked site you are doing so at your own risk and you agree to fully indemnify APN against any liability arising out of your accessing any linked site.

Accuracy of Registration Information

Where registering on the Site is permitted, you must ensure that all information you provide is correct and up-to-date. If you change your details you agree to ensure your details are updated.

Website Payments

If any credit card payments are made on the Site, those payments are processed by an independent third party service provider. You consent to disclosure of relevant information about you to that provider on a confidential basis. If you wish to obtain further information about the provider, then contact APN in accordance with the Privacy Policy.

To the extent permitted by law, APN excludes all liability in relation to those payments and the services provided by that third party.

Placement and Removal of content on the Site

APN is not required to publish any Content by these Terms and Conditions and reserves the right to decline to publish, or where already published, to remove any Content that APN considers in APN's absolute discretion is inappropriate for the Site for any reason.

Intellectual Property

You acknowledge that copyright, trade marks and all other intellectual property rights ("IP Rights") in the Site and in the Content belongs to APN (or the APN Group or a licensor of APN or the APN Group) and that APN will have all IP Rights in any Content developed by it or its contractors (whether commissioned by you or otherwise) in connection with your use of the Site. To the extent you provide text, graphics or other material to APN that is not new Content you grant APN a perpetual, royalty-free, non-exclusive, irrevocable, world-wide licence to use, exploit and sub-licence such Content world-wide.

You are provided access to the Site only for your personal non-commercial use. Subject to applicable laws:

- unauthorised use of the Content is strictly prohibited and may infringe APN's IP Rights in the Content; and
- no Content may be reproduced, published or transmitted in any manner without the prior written consent of APN.

Without limiting the above, and subject to applicable law, you may not without prior written permission from APN:

- archive the Content or any part of it;
- form a database whether electronically or otherwise by systematically downloading or storing all or any of the Content;
- adapt, vary, modify, redistribute or republish the Content (in whole or part); or
- link to the Site including (without limitation) linking in any way which:
 - frames the Site;
 - replicates the Site; or
 - misleads any person regarding any association with the Site or any association with APN (whether implicitly or expressly).

The trade marks used on the Site are APN's trade marks or the trade marks of a third party. Nothing on the Site should be construed as granting any licence to use any trade mark without the permission of the owner.

You must not use any of APN's trade marks:

- as or as part of your trade marks;
- in connection with goods or services which are not the goods or services of APN;
- in a manner that may be confusing, misleading or deceptive; or
- in a manner that disparages APN, their information or services or the Site.

Technical Difficulties

You acknowledge that your use of the Site and associated services may be subject to interruption or delay. Due to the nature of the internet and mobile phone communications, APN, the APN Group and their service providers do not make any warranty that the Site or services will be error free, without interruption or delay or free from defects in design or engineering.

The compatibility of this Site is not guaranteed for all software or hardware of users.

Indemnity

To the maximum extent permitted by law, you specifically agree to indemnify and hold APN, the APN Group and each of their respective affiliates, officers, employees, agents, representatives and third party service providers, harmless from any and all claims and liabilities resulting from your breach of these Terms and Conditions or relating to your use of the Site or its use by any person on your behalf. For the purposes of this paragraph Site includes any linked sites. APN holds the benefit of this Indemnity and all other rights under this Agreement as trustee for each person named as benefiting from it.

Privacy

You acknowledge that you have read and understood the terms of the www.agedcareinsite.com.au/pages/privacy-policy.php that are located on the Site. You agree that APN may use and disclose information about you in accordance with the terms of the Privacy Policy (including to advertisers and between APN Group entities). You also agree to check the Privacy Policy on a regular basis and to let APN know if you object to use or disclosure of information about you in accordance with any updated statement.

If you make contact with a person through the Site and that person requests that you do not contact them again, you must comply with that request. You must not disclose the contact details of any person that you obtain through the Site without the prior consent of that person.

While APN takes all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on APN's systems or on the Site. APN disclaims all liability to you to the greatest extent possible pursuant to law should this occur.

Severability

The illegality, invalidity or unenforceability of any part of the Terms and Conditions will not affect the legality, validity or enforceability of the remainder.

Termination

If APN reasonably believes that you have not complied with these Terms and Conditions your access to the Site may be suspended, limited or cancelled immediately.

APN reserves the right to disable your access to the Site for any breaches of the Terms and Conditions without the need to provide reasons.

Waiver

Failure or neglect by APN to enforce any of these Terms and Conditions shall not be construed or deemed to be a waiver of the rights of APN or the APN Group.

Law

These Terms and Conditions are governed by, and construed in accordance with the law in force in New South Wales. The parties submit to the non-exclusive jurisdiction of the court exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms and Conditions.