

2. OMNI ANAESTHESIA TERMS AND CONDITIONS OF USE

OMNI ANAESTHESIA EDUCATION WEBSITE

May 2019

Thank you for visiting **OMNI Anaesthesia Education** website which includes **OMNI Anaesthesia Education** learning management system. This website is owned and operated by Perioperative Nurse Education Services Pty Ltd trading as **OMNI Anaesthesia** or **OMNI Anaesthesia Education** (ABN: 619 725 478). By accessing and/or using **OMNI Anaesthesia Education** website and related services, you agree to these Terms and Conditions, which includes **OMNI Anaesthesia** Privacy Policy and **OMNI Anaesthesia** Terms and Conditions Educational Events. You should review **OMNI Anaesthesia** Privacy Policy and the **OMNI Anaesthesia** Terms and Conditions Educational Events alongside these Terms and Conditions of Use carefully and immediately cease using **OMNI Anaesthesia** or **OMNI Anaesthesia Education** website if you do not agree to any of these policies or Terms and Conditions.

In these Terms and Conditions of Use for this document, the terms 'us', 'we' and 'our' means Perioperative Nurse Education Services Pty Ltd trading as **OMNI Anaesthesia** or **OMNI Anaesthesia Education** (ABN: 619 725 478). The term 'website' will refer to all services within **OMNI Anaesthesia Education** website including the all online learning, education events and learning management system.

You may need to be a registered member to access orders, events, courses, education or learning products and certain features of **OMNI Anaesthesia Education** website. When you register, and activate your account, you will provide us with personal information such as your name and email, personal address and telephone number. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you register, and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

To create an account, order learning products, register at events and/or courses you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use of our website in accordance with these Terms and Conditions of Use.

Collection of Personal Information

We collect personal information about you in order to respond to your enquiry, process your membership, provide you with access to the learning management system and community functions and for purposes otherwise set out in our Privacy Policy found on our website at <https://www.omnianaesthesia.com>.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all our services and products to you. We may also disclose your personal information to recipients that are located outside of Australia, including to conduct webinars and supply education material.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii)

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how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at info@omnianaesthesia.com.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

Accuracy, completeness and timeliness of information

The information on **OMNI Anaesthesia Education** website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on **OMNI Anaesthesia Education** website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of **OMNI Anaesthesia Education** website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as but not limited to worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including these Terms and Conditions of Use) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

Promotions, competitions or campaigns

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms and Conditions of Use, those terms and conditions will prevail.

Links on our website

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

Intellectual Property

Unless otherwise indicated, we own, license (where applicable) or maintain subscriptions from third parties enabling all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all the material (including all text, graphics, logos, audio and software) made available on this website.

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Your use of **OMNI Anaesthesia Education** website and use of and access to any content does not grant or transfer any rights, title or interest to you in relation to this website or the content, unless explicit written approval is granted and provided by **OMNI Anaesthesia Education**.

Non-Commercial Use

OMNI Anaesthesia Education website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website. You may not use **OMNI Anaesthesia Education** website, or any of its content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

Unacceptable Activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using **OMNI Anaesthesia Education** website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to **OMNI Anaesthesia Education** website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice if it does not comply with these Terms and Conditions of Use or if there are any changes of new insights.

Warranties and Disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that **OMNI Anaesthesia Education** website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to t **OMNI Anaesthesia Education** website, any content, or any feature of **OMNI Anaesthesia Education** website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may

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be suffered due to your use of **OMNI Anaesthesia Education** website and/or any of the information, education, content or materials contained and/or accessible within **OMNI Anaesthesia Education** website, or as a result of the inaccessibility of **OMNI Anaesthesia Education** website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

Jurisdiction and Governing Law

Your use of **OMNI Anaesthesia Education** website and these Terms and Conditions of Use are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

Related Documents:

OMNI Anaesthesia Privacy Policy

OMNI Anaesthesia Terms and Conditions Educational Events

Version Control and Development:

This document is titled OMNI Anaesthesia Terms and Conditions of Use- OMNI Anaesthesia Education Website, and is version number 1 developed in May 2019 by OMNI Anaesthesia in accordance with the legislative policies regarding privacy and information. This document will be reviewed as legislation changes and/or so requires. This document was reviewed by external parties to OMNI Anaesthesia.