

3. OMNI ANAESTHESIA TERMS AND CONDITIONS

OMNI ANAESTHESIA EDUCATIONAL EVENTS

May 2019

Welcome to **OMNI Anaesthesia** or **OMNI Anaesthesia Education** educational events which includes any courses, workshops, seminars, webinars, online learning available and accessible through the **OMNI Anaesthesia** or **OMNI Anaesthesia Education** website. These educational events are 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 attending and/or participating in educational events or using information gained from educational events including using the website and related services, you agree to these Terms and Conditions, which include the **OMNI Anaesthesia** Privacy Policy and the **OMNI Anaesthesia** . You should review the **OMNI Anaesthesia** Privacy Policy alongside and **OMNI Anaesthesia** Terms and Conditions of Use and the **OMNI Anaesthesia** Education Website terms and Conditions carefully and immediately cease using **OMNI Anaesthesia Education** website if you do not agree to any of the **OMNI Anaesthesia** Policies or Terms and Conditions.

In these Terms and Conditions, 'us', 'we' and 'our' means Perioperative Nurse Education Services Pty Ltd trading as **OMNI Anaesthesia** or **OMNI Anaesthesia Education** (ABN: 619 725 478). **OMNI Anaesthesia** and **OMNI Anaesthesia Education** may be referred to as either **OMNI Anaesthesia** or **OMNI Anaesthesia Education** as well as 'we' or 'us' or 'our' from this point. The term 'educational event' will refer to all courses, workshops, educational products, seminars, webinars, online learning or other related learning events and/or materials provided by **OMNI Anaesthesia** or **OMNI Anaesthesia Education**. The term 'website' will refer to all services within the **OMNI Anaesthesia Education** website including the learning management system and online learning portal and related learning, educational or webinar events.

You may need to be a registered member and/or to register to access orders, products and certain features of **OMNI Anaesthesia Education** website. When you register, and/or 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 **OMNI Anaesthesia** Privacy Policy.

When you register, and/or activate your account, we may need to 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, use the website, access educational events 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 the website in accordance with these Terms and Conditions.

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 of our services and products to you. We may also

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disclose your personal information to recipients that are located outside of Australia, including to conduct webinars and supply education material.

Our **OMNI Anaesthesia** 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) how we will handle any complaint. If you would like any further information about **OMNI Anaesthesia** privacy policy 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 **OMNI Anaesthesia** Privacy Policy and these **OMNI Anaesthesia** Terms and Conditions.

Accuracy, completeness and timeliness of information

The information delivered in and/or at **OMNI Anaesthesia Education** educational events and/or 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 at our educational events and/or on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information at our educational events and/or 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 any linked website. You must take your own precautions to ensure that whatever you select for your use from **OMNI Anaesthesia Education** 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 our educational events and/or the website content (including any **OMNI Anaesthesia** Terms and Conditions, policies or documents) 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 at **OMNI Anaesthesia Education** educational events and/or on the **OMNI Anaesthesia Education** 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, 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.

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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.

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.

In addition, 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) for information and related material at our educational events.

Non-Commercial Use

Our educational events, content and information and/or 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 **OMNI Anaesthesia Education** website. You may not use any information or material from our educational events and/or **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 educational event and/or 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 educational events and/ or on 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 our educational events and/or website to defame or libel us, our employees or other individuals;
- uploading files on our website that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to educational events and/or our website any non-authorized information and 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. This includes information and presentations at our educational events.

If we do happen to allow you to post any information to **OMNI Anaesthesia Education** website or **OMNI Anaesthesia** social media page, 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 or any changes in new insights.

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Warranties and Disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about information in our education events and/or our 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 our website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to our educational events and/or our website, any content, or any feature of our 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 this occurs – which may be suffered due to your use of information from **OMNI Anaesthesia Education** educational events and/ or **OMNI Anaesthesia Education** website and/or the information or materials contained on it, 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 the website and these Terms 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 of Use - OMNI Anaesthesia Education Website

Version Control and Development:

This document is titled OMNI Anaesthesia Terms and Conditions- OMNI Anaesthesia Educational Events and is version number 1 developed in May 2019 by OMNI Anaesthesia in accordance with the above 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.