

Terms and Conditions of Enrolment in RCPAQAP Programs and Use of myQAP

Your enrolment in and/or participation in RCPAQAP Programs is subject to these Terms. By completing an enrolment, making payment of the enrolment fee or participating in RCPAQAP Programs, you indicate your acceptance of and agreement to these Terms and the Terms of Trade.

Please review this document carefully.

1 Definitions

1.1 In these Terms:

- (1) **“Laboratory”** – means the company, organisation or pathology laboratory with which you are associated and that has enrolled in a RCPAQAP Program;
- (2) **“Loss”** means any direct, special, indirect, incidental or consequential liabilities, damages, claims, losses, costs, expenses, actions, claims, suits, demands, whether in contract, tort (including negligence), statute or otherwise, whether suffered by you, someone else, or claims made against you through enrolment or participation in a RCPAQAP Program, or the use of this Website, the RCPAQAP Materials or RCPAQAP Publications;
- (3) **“myQAP”** means the myQAP portal available on the Website, accessible at www.myqap.com.au;
- (4) **“RCPAQAP, us, we, our”**- RCPA Quality Assurance Programs Pty Ltd ABN 32 003 520 072;
- (5) **“RCPAQAP Materials”** means quality assurance program materials created by RCPAQAP or used in connection with RCPAQAP discipline programs, including, but not limited to, survey specimens;
- (6) **“RCPAQAP Program”** means any of RCPAQAP’s discipline specific quality assurance programs;
- (7) **“RCPAQAP Publications”** means information available on the Website and any document, handbook or other written material (including RCPAQAP Materials) published and issued by RCPAQAP in connection with RCPAQAP Programs;
- (8) **“Terms”** means these Terms and Conditions of Enrolment in RCPAQAP Programs and Use of myQAP, as may be amended from time to time in accordance with condition 15.1;
- (9) **“Terms of Trade”** means RCPAQAP’s terms of trade applicable to an enrolment in a RCPAQAP Program, as published on the Website, as may be amended from time to time; and
- (10) **“Website”** means RCPAQAP’s publicly available website accessible at www.rcpaqap.com.au and those web pages contained within the domain and any subdomains, including but not limited to myQAP; and
- (11) **“You”** or **“your”** means the person completing an enrolment, making payment of the enrolment fee, participating in RCPAQAP Programs, or otherwise accessing the Website.

Part A: Use of the Website and myQAP

2 Acceptance of Terms

2.1 By accessing the Website and myQAP, you agree that such access and use of the Website and myQAP is subject to the terms and conditions set out in this document. You must not use the Website if you do not agree with these Terms.

3 Acceptable use

3.1 You agree that the Website is intended to be used for work activities which support learning, communication and information gathering in a responsible, ethical and legal manner.

3.2 Other than as expressly permitted by law or these Terms, no part of the Website may, without the specific prior written consent of RCPAQAP, directly or indirectly be used:

- (1) to violate the privacy or rights of other users;
- (2) for commercial gain;
- (3) in breach of copyright law or other intellectual or industrial property rights;
- (4) in any manner or for any purpose which is unlawful;
- (5) in breach of these Terms;
- (6) in any manner which violates any right of RCPAQAP or its related bodies corporate;
- (7) for threatening, harassing or unlawfully discriminating against others, such as the display of sexually explicit or objectionable material;
- (8) for storing or passing on of inappropriate or objectionable material which may be offensive to others;
- (9) to attempt to deliberately introduce any damaging computer code or virus or other harmful component in any form or by any means in whole or in part by any process; or
- (10) to attempt to alter hardware or software configurations at the Website.

3.3 RCPAQAP may remove any materials that it considers, in its sole discretion, may be illegal, may subject it to liability, or which may breach condition 3.2 above.

3.4 RCPAQAP will cooperate with legal authorities in the investigation of any suspected or alleged offence arising from any use of the Website. A violation of this condition 3 may result in the suspension or termination of Your access to the Website and/or the Laboratory's enrolment in any RCPAQAP Program.

3.5 Provided that the ownership of the content of the Website by RCPAQAP is acknowledged and strictly on the condition that you keep all content intact and in the same form as presented, (including without limitation all copyright, trademark and other proprietary notices and all advertisements), you may:

- (1) download and view the content for your personal, non-commercial use;
- (2) access and display these pages on a computer or a monitor;
- (3) hold a temporary copy in the computer's cache; and
- (4) make a single permanent copy for your personal non commercial reference.

4 Links

4.1 The Website provides links to and is linked from websites that RCPAQAP does not control. They are provided for your convenience only.

4.2 RCPAQAP takes no responsibility for the content of or the security of the linked websites.

4.3 You agree that RCPAQAP is not responsible or liable for any Loss that you may suffer or incur due to any actions caused by such websites or your use of such websites. You link to third party websites entirely at your own risk.

5 Security

5.1 RCPAQAP uses its reasonable endeavours to ensure that the Website is secure.

5.2 Despite condition 5.1, you acknowledge and agree that the World Wide Web is an inherently insecure public network that gives rise to a potential risk that a user's transactions are being viewed, intercepted or modified by third parties or that files that you download may contain computer viruses or other defects.

5.3 When we receive any information from you, we will use our reasonable endeavours to maintain its security.

5.4 RCPAQAP accepts no liability for any interference with, or damage to, your computer system, software or data occurring in connection with the Website.

5.5 You must take appropriate and adequate precautions to ensure that your use of the Website does not introduce viruses or other contamination that may interfere with the Website or damage the computer system, software or data of any other user of the Website.

5.6 For site security purposes and to ensure that this Website and services associated with the Website remain available to all users, RCPAQAP employs software programs to identify unauthorised attempts to upload or change information, or otherwise cause damage.

6 Access to the Website

6.1 RCPAQAP will endeavour to make this Website available, but does not warrant that this Website will operate continuously or without interruptions or will be error free. RCPAQAP does not accept any liability for its unavailability or for any errors.

6.2 RCPAQAP may at any time, without prior notice, vary or discontinue any feature or service of this Website, the availability of this Website and the equipment and software required to access this Website.

7 Cookies

7.1 RCPAQAP uses "cookies" to facilitate use of this Website. Cookies are data sent by our Website and stored on your computer's hard drive. This allows our server to identify your computer upon you re-visiting this Website.

7.2 Cookies identify your browser type, the operating system you are using, the web page you have visited, your internet service provider and your IP address. The cookies on the Website are also used in connection with the "remember me" function on the myQAP login page. These cookies are used for the purpose of assisting you to log in to myQAP.

7.3 This Website uses both permanent and temporary cookies. Permanent cookies remain on your computer until you delete them, while temporary cookies remain until you close your browser.

7.4 You may change your browser settings so that the browser does not accept cookies, but certain features of this Website may not function properly as a result.

8 Conditions specific to myQAP

8.1 Creation of a myQAP account

- (1) On first accessing myQAP, you will be asked to insert some personal details and details of the Laboratory with which your enrolment in an RCPAQAP Program is associated.
- (2) You will not be able to progress to log-on to and access myQAP unless you acknowledge and agree to these Terms.
- (3) You must keep your log-in details secure and must only use the log-in details personally, as the registered user of your myQAP user account. You agree to:
 - (a) keep all of your information contained within myQAP up to date and accurate and to keep all information contained within myQAP confidential; and
 - (b) to use myQAP responsibly and in accordance with these Terms.
- (4) RCPAQAP uses reasonable endeavours to ensure that all persons requesting access to myQAP are legitimate users and are authorised to access myQAP.
- (5) Each Laboratory must keep the contact details and myQAP account details of each myQAP user and each RCPAQAP Program participant associated with the Laboratory up to date in myQAP. The Laboratory must notify RCPAQAP when the Laboratory's account details or details of the Laboratory's myQAP users need to be updated to allow RCPAQAP to deactivate the relevant myQAP accounts. This notification can be logged as a request in myQAP.

- (6) You acknowledge that:
- (a) failure to provide updated details or account information to RCPAQAP could result in a breach of confidentiality as the person may be able to access your Laboratory's details (including but not limited to quality assurance program results and reports);
 - (b) you must not log-on or use a myQAP user account associated with the Laboratory once you cease to be employed by or associated with that Laboratory; and
 - (c) RCPAQAP accepts no responsibility for users continuing to access myQAP following their cessation of employment or association with a Laboratory if we have not been notified of the updated account details.

8.2 Log-in Policy

The myQAP log-in policy (available on the Website and set out as Annexure A to these Terms) applies to the use of myQAP.

9 Access to myQAP

- 9.1 We reserve the right to suspend or terminate your access to myQAP (or access to certain functions within myQAP, for example reports and online submission of results from RCPAQAP Programs) in accordance with the Terms of Trade
- 9.2 We also reserve the right to suspend your access to myQAP if you or your Laboratory have not paid enrolment fees in respect of the previous year or RCPAQAP Programs conducted in sessions prior to the current enrolment sessions. RCPAQAP will only restore access to myQAP once it is satisfied that the relevant account has been paid in full. This suspension will affect all users linked to the relevant Laboratory or myQAP account.

Part B: General

10 Intellectual Property

10.1 The content of RCPAQAP's Programs and RCPAQAP Publications is protected by copyright, trade mark and other intellectual property laws.

10.2 You may download, and print a copy of information or material from RCPAQAP Publications only for your personal, laboratory or non-commercial use and only in an unaltered form provided that all trademarks, copyright and other proprietary notices are left intact.

10.3 The RCPAQAP Publications may be used for the purposes of private study, research, criticism or review, as permitted under the *Copyright Act 1968* (Cth) (**Copyright Act**) and may only be reproduced as permitted under the Copyright Act or as expressly authorised in writing by RCPAQAP. You may not otherwise copy, reproduce, republish, post, distribute, transmit or modify in any way all or any part of the RCPAQAP Publications. Unless expressly stated, nothing contained in the RCPAQAP Publications should be construed as a licence or right of use of any of RCPAQAP's intellectual property without the express written permission of RCPAQAP.

10.4 Material in reports provided to RCPAQAP Program participants by RCPAQAP is copyright and may not be used in any form for advertising, sales promotion or publicity. The material may not be reproduced in whole or in part for any purpose whatsoever (including presentations at meetings and conferences), without the prior written permission of RCPAQAP. Permission must be sought in writing from the Chair or Program Manager of the relevant discipline program but will not be unreasonably refused.

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10.5 You must acknowledge RCPAQAP in any publication where RCPAQAP's intellectual property has been used or quoted. You must also provide to RCPAQAP a copy of any publication in which data is used or quoted.

10.6 All names, logos and trademarks (both registered and unregistered) are the property of RCPAQAP. Nothing contained on this Website should be construed as granting any licence or right to use or distribute any name, logo or trademark displayed on the Website without the express written permission of RCPAQAP.

11 Privacy and Confidentiality

11.1 RCPAQAP respects the rights of individuals to privacy and the confidentiality of information about individuals it deals with.

11.2 RCPAQAP is bound by the Australian Privacy Principles (**APPs**) contained in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Privacy Amendment Act)*. The APPs are designed to protect the confidentiality of personal information and the privacy of individuals by regulating the way personal information is managed.

11.3 We will keep information gathered in the course of RCPAQAP Programs, which identifies you (**Identifying Information**), strictly confidential, except as detailed below:

- (1) such details will not be disclosed to a third party, unless required by law, without your prior written consent;
- (2) in the course of administering its programs, Identifying Information is only made available to the RCPAQAP employees of the specific discipline program or other relevant persons associated with RCPAQAP, except where written permission for its release to a third party has been sought and given by you;
- (3) where RCPAQAP administers programs in co-operation with the Federal government, regulatory agencies or other third parties, RCPAQAP may be required by the Federal government (including its delegates or employees), regulatory agencies, or such other third parties to release Identifying Information to the Federal government, other regulatory agencies or such third parties; and
- (4) RCPAQAP may also release personal information or Identifying Information where it is required or permitted by law or by a Federal or state government, regulatory agencies or their agents.

11.4 You consent to your information being collected, used and disclosed in accordance with these Terms and RCPAQAP's privacy policy.

11.5 You must not submit the personal information of another person to RCPAQAP or in myQAP unless that person has read, understood and accepted these Terms and RCPAQAP's privacy policy.

11.6 RCPAQAP will maintain all information and documents sent to it using the Website in accordance with applicable Australian laws.

11.7 The RCPAQAP privacy policy may be viewed at: <http://www.rcpaqap.com.au/privacy/>

12 Liability

12.1 Reliance on publications and information provided by RCPAQAP

You acknowledge and agree that:

- (1) The contents of RCPAQAP Publications issued in connection with RCPAQAP Programs are intended for informational purposes only. RCPAQAP will in no event accept any liability for Loss arising from information

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provided in RCPAQAP Publications.

- (2) From time to time RCPAQAP (or a member of a RCPAQAP advisory committee) may, in response to a request from you, provide *ad hoc* technical information or troubleshooting assistance to you. You agree that any such information or troubleshooting assistance is general in nature. In providing such information, RCPAQAP and its representatives will not have all of the required background knowledge of the relevant circumstances. RCPAQAP and its representatives will in no event accept any liability for Loss arising from the provision of any such information or assistance or your reliance on such information or assistance.
- (3) While RCPAQAP uses reasonable efforts to ensure that the information in RCPAQAP Publications is complete and kept up to date, to the extent permitted by law, RCPAQAP makes no warranty or representation as to the accuracy, currency or completeness of any information in RCPAQAP Publications.
- (4) The information provided in RCPAQAP Publications is provided on the basis that persons accessing RCPAQAP Publications undertake responsibility for assessing the relevance and accuracy of the content.

12.2 Use of RCPAQAP Materials

You acknowledge and agree that:

- (1) you have requested that RCPAQAP supply RCPAQAP Materials to you;
- (2) you are responsible for your use of RCPAQAP Materials;
- (3) RCPAQAP survey specimens used in RCPAQAP discipline programs may contain human sourced infections or potentially infectious components. No known test method can offer complete assurance that products derived from inactivated microorganisms and/or human sources will not transmit infection; and
- (4) all RCPAQAP Materials must therefore be considered potentially infectious and handled appropriately and with care.

12.3 Limitation of Liability

(1) To the fullest extent permitted by applicable law, RCPAQAP excludes all liability for any Loss (including any consequential loss or indirect loss, loss of reputation or business, loss of data or loss of profit) arising in relation to:

- (a) your enrolment or participation in a RCPAQAP Program;
- (b) the use of the Website (including the inability to use any part of the Website or the services available on the Website);
- (c) the use of the RCPAQAP Publications; and
- (d) the use of the RCPAQAP Materials;

whether or not it is caused by RCPAQAP's negligence, and whether or not the possibility of Loss was known to RCPAQAP.

(2) To the fullest extent permitted by applicable law, RCPAQAP excludes all warranties, consumer guarantees, terms and conditions (whether express, implied or statutory) relating in any way to:

- (a) the RCPAQAP Publications and the content and use of the RCPAQAP Publications;
- (b) the RCPAQAP Programs;

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(c) the RCPAQAP Materials; and

(d) the RCPAQAP Website.

(3) RCPAQAP's liability for breach of any warranty, consumer guarantee, term or condition which cannot be excluded by law is limited, where permitted by law, to the re-supply of that part of the services again, or at RCPAQAP's option, the payment of the costs of having an equivalent service supplied again.

13 Indemnity

You indemnify RCPAQAP against:

(1) all Losses incurred by RCPAQAP;

(2) all liabilities incurred by RCPAQAP; and

(3) all costs actually payable by RCPAQAP to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by RCPAQAP in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);

in connection with:

(4) your enrolment and participation in RCPAQAP Programs;

(5) the outcome of any RCPAQAP Programs that you undertake;

(6) your use of the RCPAQAP Publications;

(7) your use of the RCPAQAP Website; and

(8) your taking delivery of and use of RCPAQAP Materials in connection with an RCPAQAP Program.

14 Termination

We may terminate these Terms and your access to the myQAP Website immediately if you breach any of these Terms.

14.1 We may also reserve the right to terminate your enrolment in any RCPAQAP Program if you breach these Terms.

15 General

15.1 We may amend these Terms at any time by publishing the revised Terms on the Website. Any amendments to the Terms will commence 30 days after publication on the Website. You may terminate these Terms (and your myQAP registration) if you are not satisfied with the changes to the Terms following the amendment, however you will not be entitled to access the Website or access any RCPAQAP Publications following such termination.

15.2 If any provision of these Terms is found to be void, unlawful or unenforceable for any reason, then that portion of the provision which creates the invalidity, unlawfulness or unenforceability will be severable from these Terms and will not otherwise affect the validity and enforceability of any remaining provisions.

15.3 The law of New South Wales, Australia governs these Terms. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

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Annexure A- myQAP Log-In Policy

(1) The introduction of electronic reports has resulted in a significant increase in the number of individuals requesting access to the myQAP portal. To ensure that only appropriate individuals gain access to the portal and to the correct participant information, RCPAQAP has developed the following policies:

- (a) A new participant contact can be added by an existing primary contact in the portal using the 'Add contact' facility.
- (b) A new participant contact can be added by an existing participant contact logging a request in myQAP and providing the following information;
 - (i) new contact's name, email address, phone number and role.
 - (ii) the participant(s) (include Discipline and participant number) to which the contact is to be associated.
 - (iii) the access profile (full or limited) that is to be assigned.

(2) Each representative (Contact) of the Laboratory must have their own unique username and password for myQAP. The reason we encourage this, is because we can then assist your Laboratory to ensure that only current, relevant staff have access to your laboratory's organisation and enrolment details. In using generic user details, when someone leaves your Laboratory, they may potentially have access to confidential information relating to your Laboratory's enrolment in RCPAQAP Programs.

(3) If your Laboratory chooses to use generic user details, and this information is divulged to more than one representative of the Laboratory, RCPAQAP cannot be held accountable for a breach of confidentiality associated with such use of one user name/password.

(4) We cannot prevent you from using generic log in details, however, we strongly advise against it. Having individual log in details has many advantages:

- (a) we are able to grant user specific access depending on the person's role;
- (b) we can issue users specific levels of access (either full or limited) depending on the user's duties;
- (c) we can disassociate the user from a particular Laboratory or site if they no longer oversee that department; and
- (d) we can also deactivate that user's profile entirely so they can no longer access myQAP if they have left the Laboratory.

We hope that you will take this information into careful consideration when requesting user access.

RCPAQAP endeavours to keep all information contained in our systems secure and confidential and we hope you will assist us in the implementation of this policy.