

Website Terms of Use

Welcome to the website of South Eastern Melbourne Primary Health Network Ltd. ABN 65 603 858 751 ("we", "us" or "SEMPHN").

This website is located at <https://www.semphn.org.au/> and includes all of the files located in that domain ("this site").

1. AGREEMENT TO WEBSITE TERMS OF USE

1.1 Access

By accessing this site, you agree to be bound by these terms of use ("Website Terms of Use"). These Website Terms of Use constitute a binding agreement between you and SEMPHN and govern your use of this site and services available through this site.

This site is designed to give health professionals within the South Eastern Melbourne region a single point of access to referral information and resources via third parties websites (which are not controlled by us) such as Therapeutic Guidelines, Healthdirect and Statewide Referral Criteria. It is not a substitute for clinical judgment which needs to be responsive to the needs of the individual patients and their circumstances. Responsibility for patient care and decision making, including when recommending a service, rests solely with the treating health professional.

1.2 Privacy Policy

As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy, which can be found at <https://www.semphn.org.au/>.

2. ACCESS TO AND USE OF THE SITE

To use the site and to access resources, including those made available through third-party websites, you must create an account by registering a unique User ID and Password. You are responsible for maintaining the confidentiality of your login credentials and for ensuring that no other person accesses or uses the site using your User ID or Password.

You must not, whether directly or indirectly, on-sell, sub-license, share, or otherwise make your account, the site, or any part of the site available to any other person.

If you are a general practice, you may permit your employees to access and use the site under your account, provided that such access is solely for internal practice purposes and you ensure that all employees comply with these Website Terms of Use. You remain responsible for all use of the site by your employees.

Certain third-party providers, including Therapeutic Guidelines Limited, may implement measures they consider necessary to verify that only authorised users access and use their platforms. These measures may be applied at any time and without notice.

3. RESTRICTIONS ON USE

3.1 Prohibited conduct

Your use of this site is subject to the rules set out in Schedule 1 below.

3.2 Violations of these Website Terms of Use

Without limiting any other remedies available to SEMPHN at law or in equity, SEMPHN reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide services to you if:
 - you breach any provision of these Website Terms of Use including the rules set out in Schedule 1;
 - SEMPHN is unable to verify or authenticate any information that you provide to us; or
 - SEMPHN believes that your actions may cause damage and/or legal liability to SEMPHN, any of its customers or suppliers or any other person; and
- remove or block access to any information and/or materials (in whole or in part) that SEMPHN, at its discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

3.3 Accuracy Warranty

You warrant that all information you provide to SEMPHN under or in relation to these Website Terms of Use including during sign-up on this site is accurate and complete.

3.4 Use Warranty

You warrant that you will only use this site to access referral information and resources for the internal purposes of your practice and will not access, share or use any material or information from the site for any commercial purpose.

3.5 Indemnity

You indemnify, defend and hold harmless SEMPHN and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any claims, losses, liabilities, costs, expenses or damages (including actual losses or damages, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- your use of, or connection to, this site; or
- your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person

("Claims").

You are not liable to the extent any Claims are caused or contributed to by SEMPHN's wrongful act or negligent or wilful breach of these Website Terms of Use.

4. INTELLECTUAL PROPERTY

4.1 Copyright

In these Website Terms of Use, the term "**Proprietary Content**" means:

- this site;

- all of its content (including all of the text, graphics, logos, trade marks, images, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by SEMPHN in connection with the services offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of SEMPHN and/or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of SEMPHN and/or other copyright owner (as applicable).

You may download and print out content from this site for non-commercial use, provided that you do not remove or modify any copyright, trade mark or other proprietary notices.

4.2 Trade marks

SEMPHN's logo and associated logos, marks, symbols and designs are trade marks of SEMPHN. The look and feel of this site (including all button icons, scripts, custom graphics and headers) are trade dress and/ or trade marks of SEMPHN. SEMPHN's trade dress and trade marks may not be used, copied or imitated, in whole or in part, without the prior written consent of SEMPHN.

From time to time, this website may display trade marks, logos, brands or other identifiers that are owned by third parties. Any such third-party trade marks remain the property of their respective owners, and their appearance on this site does not imply any affiliation with, endorsement by, or sponsorship of SEMPHN, unless expressly stated. Nothing on this website should be interpreted as granting any licence or right to use any third-party trade mark without the express permission of the relevant rights holder.

4.3 Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. SEMPHN take all such reports seriously and will endeavour to consider and respond to any such notice within a reasonable time. However, noting that SEMPHN may need to contact and seek response from the party who provided that material or link to SEMPHN before we can substantively respond to a notification.

5. DISCLAIMER

5.1 The information on this site does not replace clinical decision making

The content of this site is intended solely for use by registered health professionals for general informational purposes and is not for access or use by consumers, patients or people who are not health professionals.

This information on this site is not intended to replace independent professional clinical judgment or serve as the sole basis for clinical decision-making. Healthcare professionals should exercise their own professional judgment when applying information to individual patient circumstances.

Information about health providers on this site does not constitute a recommendation or endorsement of their services. The use of any listed providers is undertaken at the user's own risk.

To the fullest extent permitted by law, SEMPHN disclaims all liability and accepts no responsibility for any loss, damage or injury arising from reliance on this information, or from the use of or access to third party sites through our website.

5.2 General disclaimers

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, SEMPHN and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- the quality of any services, information or other material obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

We may suspend or withdraw or restrict the availability of all or any part of site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

This disclaimer does not affect SEMPHN's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under the Australian Consumer Law or other law.

6. LIMITATION OF LIABILITY

6.1 Exclusion of liability

To the maximum extent permitted by law, SEMPHN and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this site by you or any other person.

6.2 Force majeure

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, SEMPHN excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of SEMPHN, and SEMPHN shall be entitled to a reasonable extension of time for the performance of such obligations.

7. LINKED SITES

This Website may contain links to other websites (**Linked Sites**), which are not operated by SEMPHN. SEMPHN has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of the Linked Sites. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such Linked Sites, if any. Any failure by you to comply with the Terms of Use or service of a Linked Site also constitutes a breach of these Terms.

8. Third Party Intellectual Property

When accessing the Therapeutic Guidelines Limited website, you must not print any part of the content except:

- where the content has been identified by Therapeutic Guidelines Limited as print friendly PDF documents; or

9. an extract that does not constitute a reproduction of a substantial part for the purposes of the *Copyright Act 1968* (Cth) and is not printed for or on behalf of a person unrelated to you. GENERAL

9.1 Interpretation

In these Website Terms of Use, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- these Website Terms of Use may not be construed adversely against SEMPHN solely because SEMPHN prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

9.2 Notifications

SEMPHN may provide any notification for the purposes of these Website Terms of Use by email.

9.3 Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without SEMPHN's prior written consent.

SEMPHN may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you so long as that transfer does not materially impact your rights under these Website Terms of Use.

9.4 No waiver

Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by SEMPHN to act with respect to a breach by you or others does not waive SEMPHN's right to act with respect to that breach or any subsequent or similar breaches.

9.5 Severability

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed, and the remaining provisions shall be enforced.

9.6 Variation

SEMPHN reserves the right to amend these Website Terms of Use and any other policy on this site at any time in its discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments moving forward.

You may only vary or amend these Website Terms of Use by written agreement with SEMPHN.

9.7 Governing law and jurisdiction

These Website Terms of Use will be governed in all respects by the laws of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

If you have any questions regarding this, please contact SEMPHN at info@SEMPHN.org.au.

Schedule 1 – PROHIBITED CONDUCT

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- access, reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of SEMPHN's intellectual property rights in this site;
- use or exploit any of the material accessed from this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site; or
- use this site to transmit any information or material including to SEMPHN that is, or may reasonably be considered to be:
 - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
 - libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
 - infringing upon or violating any copyright, trade mark, patent or other intellectual property or proprietary right;

- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person’s privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity;
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring SEMPHN or any of its staff into disrepute.