

IVFAustralia Doctor Login - Terms & Conditions

In these terms and conditions a reference to 'IVFAustralia', 'we', 'us' or 'our' means a reference to IVF Australia Pty Ltd (ACN 098 082 109).

Access to the pages in the doctor login section of the IVFAustralia website ('Doctor Login') is permitted only to registered members and is conditional on your acceptance and compliance with the following terms and conditions, the IVFAustralia Privacy Statement and other notices, disclaimers and other rules displayed elsewhere on the IVFAustralia website (referred to collectively as 'Terms of Use'). Your continued use of Doctor Login constitutes your acceptance of the Terms of Use as amended by us from time to time.

IVFAustralia reserves the right to amend the Terms of Use at any time and will notify you that the Terms of Use have been amended when you next attempt to log on. You should review the amended Terms of Use before continuing the logon process.

Information on Doctor Login is intended solely for residents of Australia.

TERMS & CONDITIONS

1. Purpose of Doctor Login

The Doctor Login is an online resource for practising General Practitioners and Obstetricians and Gynaecologists, to help provide the latest information on reproductive medicine.

2. Username, password and security

To become a registered member, you must nominate a username and password and supply us with certain personal information as requested during the registration process. Membership information, personal information and other information will be collected and used in accordance with the IVFAustralia Privacy Statement.

Upon acceptance of your application for membership, you may access Doctor Login using your username and password. We reserve the right to cancel your registration at any time in our absolute discretion by giving you 24 hours written notice, including if you breach these Terms of Use.

You can at any time elect to 'opt in' or 'opt out' of any feature of any communication service we may offer to you, to the extent that such options are available.

You are responsible for maintaining the confidentiality of your username and password account. You accept responsibility for all aspects of use of the IVFAustralia website (including Doctor Login) by all persons using your username and password.

You must:

- (a) immediately notify us of any unauthorised use of your username or any other breach of security of which you become aware; and
- (b) ensure that you logout from your account and close your browser at the end of each session.

You agree to indemnify IVFAustralia for any loss or damage arising from your failure to comply with these requirements.

3. Rules of Use

In relation to your use of Doctor Login, you must not and you warrant that you will not:

- Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or otherwise objectionable;
- Harm minors in any way;
- Impersonate any person or entity including, but not limited to, an IVFAustralia representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the website;
- Upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or contractual or equitable obligation;
- Upload, post, email, transmit or otherwise make available any content that infringes the intellectual property rights of any person;
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising or promotional material, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any computer code files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- Interfere with or disrupt the IVFAustralia website or servers or networks connected to the IVFAustralia website or disobey any requirements, procedures or policies, regulations of networks connected to the IVFAustralia website.

You confirm that any content of a personal nature, such as images of patients, has been obtained with the consent of those patients for the display of that information or those images on the IVFAustralia website.

Warranties and liability

The information on Doctor Login is for general information only and is not intended to be used to diagnose, treat, cure or prevent any disease or to be used for any therapeutic purposes. You should not act in reliance on any information on Doctor Login and at all times should obtain appropriate verification from other sources.

IVFAustralia does not warrant that:

- usage of Doctor Login will be uninterrupted;
- information available from Doctor Login, including news or from any hyperlinks accessible from Doctor Login, is accurate, correct, up to date, free from errors or omissions or suitable for your intended use; or
- Doctor Login or any of the equipment associated with the operation or delivery of Doctor Login will be free of computer viruses or other harmful components.

IVFAustralia excludes all implied conditions, warranties and terms, except those that cannot be excluded in law ("**Non-excludable Condition**"), such as warranties under the *Trade Practices Act 1974* and the equivalent laws of a State or Territory.

To the extent permitted by law, our total liability for breach of any Non-excludable Condition (other than one implied by section 69 of the *Trade Practices Act 1974*) or for any other breach by us of these terms (for which our liability is not excluded under these terms) is limited at our option, to any one of:

- resupplying or replacing, or paying the cost of resupplying any goods; or
- supplying again, or paying the cost of supplying any services again.

Except in relation to the breach of any Non-excludable Condition (to the extent liability for that breach can be limited in law), you agree:

- we accept no liability or responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you and arising out of or in connection with the use of any information available from Doctor Login including any information accessible from any hyperlinks from Doctor Login;
- we are not liable in contract for any indirect or consequential loss, loss of profits, loss of revenue, loss of data, loss of business opportunity, including any loss reasonably contemplated by the parties at the time of entering into the Terms of Use;
- we are not liable for the delay or failure of any services supplied under the Terms of Use caused outside of our reasonable control, such as delays in internet traffic, breakdown in telecommunications equipment, computer viruses, industrial dispute, electricity failure, any act of government, God, terrorism or war; and
- to the extent permitted by law, we exclude all other liability to you in any form and however described, including arising in contract or tort (as well as negligence).

Ownership rights

You agree that:

- we own all intellectual property rights in our name, logos and trade marks;
- nothing under these terms transfers to you ownership in the intellectual property rights of any person, including ours;
- you must keep confidential any of our confidential information disclosed to you, and you may use that confidential information solely for the purposes of you making use of Doctor Login in accordance with these terms;
- some of the content may be subject to Moral Rights (as defined under the *Copyright Act 1968 (Cth)*); and
- except for 1 copy, printed on paper, of the content placed on a website that you are permitted to make solely for your personal and non-commercial use, no part of Doctor Login or its content may be copied or retransmitted via any means without our express written permission.

General

The Terms of Use represent the entire agreement between you and us on the subject matter.

No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless it is made in writing.

In relation to any login account we create for you, we may change what information is required to keep that account operational by notifying you in accordance with the Terms of Use.

We may give you notice by any one of a notice on Doctor Login, electronic mail, conventional mail, facsimile or personal service. You may give us notice by email to the email address specified in the "Contact Us" section of the IVFAustralia website.

If a provision of the Terms of Use is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of the Terms of Use. All other provisions of the Terms of Use remain in full force and effect.

We reserve the right to cooperate with and assist fully any law enforcement authority in any jurisdiction in relation to any lawful direction or request to disclose your identity or other information about you or any other user of Doctor Login.

Thank you for taking the time to read the Terms and Conditions and we trust that you will find the IVFAustralia Doctor Login a useful educational tool.