

ISN Clinic Website Usage Terms and Conditions (Terms)

This website <http://www.isnclinic.com.au> is owned and operated by ISN Clinic Pty Ltd (ABN 20 607 683 321) (**Website**). Access to and use of the Website and the services available through the Website are subject to the following Terms which together with our Privacy Policy govern the relationship with you in respect of using the Website. The Privacy Policy can be viewed at <http://www.isnclinic.com.au>.

In these Terms, “**ISN Clinic**”, “**we**”, “**our**” and “**us**” means ISN Clinic Pty Ltd (ABN 20 607 683 321 303) of Level 6, 10 Martin Street, Heidelberg, Victoria 3084, and “**you**” means you, the user or Website visitor.

1. Your acceptance

- (a) These are the terms on which ISN Clinic permits users to access and use the Website including using the services and functionality made available through the Website, viewing Content provided by ISN Clinic, communicating with ISN Clinic and reviewing information about ISN Clinic’s services.
- (b) You agree to be bound by these Terms by:
 - (i) accessing, browsing or using any part of the Website;
 - (ii) registering as a user with the Website; or
 - (iii) using the services and functionality made available through the Website.
- (c) You acknowledge that ISN Clinic may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of the Website will be governed by the most recent Terms posted on the Website. By continuing to use the Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.
- (d) The Website is subject to change at any time without notice and may contain errors.

2. Registration and passwords

- (a) You may browse or access the Website to review available information or access our online learning management system.
- (b) You acknowledge that you may be required to register your details and log-in with a unique user name and password (**Password**). We will use your registration information to contact you and provide you with information. You agree that you will not disclose, or permit disclosure of, the Password to any other person. You will be fully responsible for all acts and omissions of any person who enters the Website using the Password, as if they were your own acts and omissions. We will not in any event be liable for any loss, damage, claims, costs or expenses arising out of the use or misuse of the Password, and you will indemnify us against all loss, damage, claims, costs or demands in this regard.
- (c) You warrant that all information and data provided by you in the registration is accurate, complete and up to date. You will promptly inform us if there is any change to this information or data.
- (d) You may elect to change the Password at any time using the facility provided on the Website. You must immediately notify us of any Password which is lost, inoperable or used in an unauthorised manner.

3. Content and availability

- (a) ISN Clinic reserves the right to change the services and functionality made available through the Website from time to time as required. We reserve the right to change information or to refuse to provide services and functionality made available through the Website immediately without notice to you in the event of any errors or for

any other reason. Whilst every effort is made to ensure the information provided on the Website is current, we have no responsibility or liability for any errors contained in the information.

- (b) ISN Clinic has the right, but not the obligation, to monitor any information, course content, comment, content, communication, advice, text, or other material (**Content**) made available or posted on the Website. ISN Clinic reserves the right, in its absolute discretion, to block, modify or remove any Content contained on the Website without notice, and will not be liable in any way for possible consequences of such actions.
- (c) The Content on the Website is for information purposes only. ISN Clinic does not warrant or make any representations as to any third party services described or referred to on the Website. Any use of ISN Clinic materials or information by another person or organisation is at the user's own risk.
- (d) The Content on this Website is obtained and developed from a variety of sources including collaborations with third parties and information provided by third parties under licence. Inclusion of Content on this Website is not an endorsement of any organisation, product or service.
- (e) You agree that you are solely responsible for reviewing any courses promoted on the Website to confirm the course's suitability to your needs, including the content of the course and any qualifications attained for completing the course.
- (f) You agree you are solely responsible for any content that you communicate or otherwise provide over the Website. You warrant and represent that any content that you communicate or otherwise provide will not violate these Terms or the Privacy Policy.
- (g) If you have a complaint regarding any Content, ISN Clinic's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

4. **Links**

- (a) The Website may contain links to other websites. ISN Clinic provides those links as a ready reference for searching the internet and not as an endorsement of those web sites, their operators or the goods, services or content that they describe.
- (b) Other web sites which are linked to the Website are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these linked sites, you do so at your own risk. ISN Clinic is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the goods, services or content that they describe. ISN Clinic is not responsible for and will not be liable in respect of any incorrect link to an external web site.
- (c) You are not permitted to frame or link the Website without ISN Clinic's express written permission.

5. **Access and communication**

- (a) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), ISN Clinic does not warrant that you will have continuous access to the Website. ISN Clinic will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (b) ISN Clinic does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and ISN

Clinic does not guarantee the security or confidentiality of these communications or the security of the Website.

- (c) ISN Clinic does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.
- (d) Details contained on the Website relating to information and services have been prepared in accordance with Australian law and may not satisfy the laws of another country. ISN Clinic does not warrant that the information or services available on this Website, or the Website and its Content, comply with the laws of any other country. It is your responsibility to determine whether the information or services comply with the laws of your jurisdiction.
- (e) If you access and use this Website or its content from outside Australia, you do so at your own risk.

6. Privacy

Any personal information submitted by you to ISN Clinic is subject to and will be handled in accordance with ISN Clinic's privacy policy (**Privacy Policy**). The Privacy Policy forms part of these Terms and is available at <http://www.isnclinic.com.au>. You agree that, by using the Website or communicating with ISN Clinic, you have read the Privacy Policy, understood its contents and consented to its requirements.

7. Intellectual property

- (a) All intellectual property rights, including copyright and patents, in the Website, ISN Clinic's information and services, and all components of them are owned or licensed by ISN Clinic or any of its related entities. Except as permitted under the Copyright Act 1968 or other applicable laws, you must not copy, modify or transmit any part of the Website or the Content by any process or otherwise exploit the information on the Website for any commercial purpose without our specific written consent.
- (b) The Website contains trademarks, logos, service names and trade names of ISN Clinic or third parties which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Website.

8. Website licence and use

ISN Clinic grants you a non-exclusive and non-transferable licence to use the Website for your own personal use subject to the restrictions specified in clause 9. You may not download (other than page caching) or modify the Website or any portion of the Website. Any Content that you post on the Website or otherwise provide or communicate to ISN Clinic will be treated as non-confidential and non-proprietary information.

9. Prohibited uses

- (a) In using the Website you must not:
 - (i) engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, collecting and using any of the information for the benefit of merchants, data mining, using robots or other data collection methods;
 - (ii) impersonate or falsely claim to represent a person or organisation;
 - (iii) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;

- (iv) post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
 - (v) post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.
- (b) Unauthorised use of the Website may give rise to a claim for damages and/or may result in legal proceedings being taken against you.
- (c) ISN Clinic provides no warranties and cannot guarantee that any file, program, access or use of the Website is free from viruses, malware or other harmful technology or material which could damage or infect your data, hardware, software or other equipment. By accessing and using the Website you assume all risk in this regard and you release ISN Clinic from all applicable liability and responsibility.

10. Termination of your access to the Website

ISN Clinic may at any time immediately terminate your access (including restricting access) to the Website or any feature of the Website for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

11. Disclaimer of warranties and limitation of liability

- (a) To the full extent permitted by law, ISN Clinic excludes all warranties, whether express or implied, including any warranties or representations concerning availability of the Website, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Website, the Content, the conduct of any users, all links to or from the Website and the services advertised or accessible on the Website.
- (b) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), ISN Clinic excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Website, the Content, all links to or from the Website or with the services advertised, accessible or sold on the Website.
- (c) Notwithstanding anything in this clause 11, in the event that ISN Clinic is liable for a breach of these Terms, the maximum extent of ISN Clinic's liability is limited at its sole and absolute discretion to either supplying the services again or the payment of the cost of having the services supplied again.

12. Indemnity

You agree to fully indemnify ISN Clinic, its directors, officers, directors, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your access or use of the Website; or
- (c) your communications with ISN Clinic.

13. Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia.

14. No Waiver

If you breach these Terms and we take no action, we will continue to be entitled to exercise our rights and remedies in respect of such breach or any other breach of these Terms unless we waive our rights in writing.

15. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

16. Entire Agreement

These Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and ISN Clinic. Any waiver of any provision of these Terms will be effective only if in writing and signed by a Director of ISN Clinic.

17. Contacting us

If you have questions about the Website, these Terms or our Privacy Policy, please contact us at reception@isnclinic.net.

Last updated: 17 February 2017