



Statewide Training Calendar

Terms of Service overview

Set out below is an overview of the Terms of Service for NSW Rural Doctors Network's (RDN) 'Statewide Training Calendar', which means the website, link, application, or service we provide as part of the Statewide Training Calendar. Users should read the complete Terms of Service because that document (and not this overview) is what we regard as our legally binding agreement. The Terms of Service includes information about a User's legal rights and covers areas such as automatic subscription renewals, limitations of liability, resolution of disputes by mandatory arbitration rather than a judge or jury in a court of law, and a class action waiver.

A User's relationship with RDN

The Statewide Training Calendar is a collaborative space for training events. It is open to be used by training organisations, RDN members and other rural health professionals ("Users"). The Terms of Service are intended to address the rights, responsibilities and legal framework for all potential Users' use of the Statewide Training Calendar.

By using the Statewide Training Calendar, you agree to the RDN Terms of Service. The minute you use the Statewide Training Calendar, a legally binding agreement between you and RDN is formed, which includes in all respects RDN Terms of Service. If Users breach the Terms of Service, RDN may immediately suspend or terminate a User's account at its discretion.

The Statewide Training Calendar is intended to be no more and no less than a collaborative space for training and events. To the extent any information is posted to the site by Users of the site, RDN makes no representation as to the accuracy or legitimacy of that information.

- Any Users that do post Content are responsible in all respects for that content, which for the purposes of interpretation means any information, material, or other content posted to the Statewide Training Calendar ("Content"). All posted Content must comply with RDN's Terms of Service, which includes the [NSW RDN Privacy Policy](#).
- RDN does not own the Content that any User posts. Any User that posts Content is liable in all respects for the accuracy of that Content. By posting

Content all Users automatically provide RDN with a license to use the Content in order for the Calendar to operate, continue to improve and be promoted for the benefit of Users and others.

- Users who see Content that violates RDN's Terms of Service are encouraged to report inappropriate content to RDN.
- RDN does not guarantee or warrant the Statewide Training Calendar will always be available and working.
- RDN is continually improving the Statewide Training Calendar. RDN reserves the right to modify or discontinue portions of the Statewide Training Calendar and to update and amend the Terms of Service from time to time.
- By using the Statewide Training Calendar, Users agree to the limitations of liability and release in the Terms of Service. Except as specified in the Terms of Service, Users also agree to resolve any disputes they may have with RDN through arbitration, and otherwise waive the right to seek relief from a judge or jury in a court of law, except as otherwise provided for in the Terms of Service. Claims can only be brought individually, and not as part of a class action.

Terms of Service

Last updated: 14 August 2019

RDN's Terms of Service contain important information about Users' legal rights. To make it easier to understand, we have provided summaries and tips in the grey boxes below. These summaries are not part of the official terms and are not legally binding. It is important for Users to read the language in each section carefully.

1. This Agreement

Users agree to follow some basic rules when using the RDN Statewide Training Calendar. These rules are described in these Terms of Service, including the related policies and guidelines detailed below. RDN may change these rules.

1.1 The Agreement

RDN enables Users to post current and relevant conferences and events to the RDN Statewide Training Calendar.

The terms "RDN," "we," "us," and "our" refer to NSW Rural Doctors Network. We use the terms "you" and "Users" to mean a User's organisation or any person registered on behalf of a User's organisation using the Statewide Training Calendar. We use the word "Statewide Training Calendar" to mean any website, link or application that hosts the Statewide Training Calendar offered by RDN, including content we offer and electronic communications we send.

We provide the Statewide Training Calendar to Users subject to these Terms of Service. We use the terms "Terms of Service" and "Agreement" interchangeably to mean this document together with the [NSW RDN Privacy Policy](#). A User's use of the Statewide Training Calendar signifies that Users agree to this Agreement. If Users are using the Calendar for an organisation, Users agree to this Agreement on behalf of that organisation, and represent they have authority to bind that organisation to the terms contained in this Agreement. If Users do not or are unable to agree to this Agreement, they should not use the Statewide Training Calendar.

Tip: We have included summaries and tips to provide an overview of some legal concepts and answer common questions, but the text of these summaries and tips are for a User's convenience only and are intended to have no legal effect.

Tip: These Terms of Service are an agreement between Users and RDN and do not apply between Users and any other member or User.

1.2 Revisions to this Agreement

We may modify or amend this Agreement from time to time. When we do, we will provide notice to Users by publishing the most current version and revising the date

at the top of this page. If we make any material change to this Agreement, we will provide additional notice to Users, such as by sending Users an email. By continuing to use the Statewide Training Calendar after any changes come into effect, Users agree to the revised Agreement.

2. A User's Account

Summary: RDN will typically (but may not in our absolute discretion) initially approve the inclusion of an organisation wishing to participate and promote their conferences and events through the Statewide Training Calendar. Initially, Users will be asked to register a User's organisation, including the representative who will administer, moderate and manage the account on a User's organisation's behalf. RDN will approve a User organisation before Users will be able to proceed. However, RDN reserves the right to remove any Content Users post or terminate a User's account at any time.

2.1 Eligibility: The Statewide Training Calendar is available to anyone to access and view. Users represent the content that Users wish to promote.

2.2 The Statewide Training Calendar will not accept promotion of pharmaceutical or other organisations who may be endorsing therapeutic and non-therapeutic goods.

2.3 The Statewide Training Calendar will not have any association with specific products.

2.4 Where there is uncertainty about the clinical, scientific or ethical standards of a conference or event, RDN reserve the right to seek clarification and to decline, or remove, the activity as appropriate.

2.5 Suspension of a User's Account: We may modify, suspend or terminate a User's account or access to the Statewide Training Calendar if, in RDN's sole discretion, we determine that Users have violated this Agreement, including any of the policies or guidelines that are part of this Agreement, that it is in the best interests of the RDN community, or to protect the RDN brand or the Statewide Training Calendar. We also may remove accounts of Users who are inactive for an extended period of time.

2.6 The representative who has the ability to moderate or manage a User's content on the Statewide Training Calendar also has the ability, in his or her sole discretion, to modify, suspend, or terminate content on the Statewide Training Calendar.

2.7 Account Information and Security: When Users register, Users provide RDN with some basic information, including an email address and a password. RDN is under no obligation to keep User's email addresses and other account information current and accurate. Also, Users agree to maintain the security and confidentiality of a User's password (failing which RDN may disable a User's account). Users alone are responsible for anything that happens from a User's failure to maintain that security and confidentiality, such as by sharing a User's account credentials with others. If someone other than you as a User is using your password, please notify us immediately.

3. Fees, Payments, and Offers

3.1 There are no fees involved in registering a User's organisation, promoting a User's conferences and/or events or viewing the Statewide Training Calendar. To cancel a User's registration, please notify RDN by email calendar@nswrdn.com.au

4. A User's Content and Privacy

Summary: Users are responsible for the Content Users post on the Statewide Training Calendar. Users provide RDN with an irrevocable, perpetual license to share this content where we may promote the Statewide Training Calendar, or with other Users.

4.1 A User's Content: Users are solely responsible for a User's Content. We use the word "Content" to mean any information, material, or other content posted to the Statewide Training Calendar or otherwise provided to us (such as feedback, comments, or suggestions shared with us). Users agree that Users and a User's Content shall not violate the rights of any third party (such as copyrights, trademarks, contract rights, privacy rights, or publicity rights). o identifiable information of any individual should be posted in the calendar.

Tip: Search engines can see public areas of the Statewide Training Calendar. A User's Content within these areas, such as the name and location that Users provide for an event may appear in search results.

4.2 Content License from Users: We do not claim ownership of a User's Content. However, to enable us to operate, improve, promote the Statewide Training Calendar, and to ensure we do not violate any rights Users may have in a User's Content, Users hereby grant RDN a non-exclusive right to host, store, publish, distribute and promote a User's Content.

Tip: RDN has no control over how other users may use information that Users provide to them, so Users should exercise common sense and good judgment when managing the content Users display on the Statewide Training Calendar.

5. Use of The Statewide Training Calendar

5.1 Content of Others: RDN does not control the Content of other users. When we become aware of inappropriate Content on the Statewide Training Calendar, we reserve the right to investigate and take appropriate action, but we do not have any obligation to monitor, nor do we take responsibility for, the Content of Users.

5.2 Interactions with Others: RDN will not enter into a dispute between two or more registered organisations. RDN does not conduct or require background checks on Users and does not attempt to verify the truth or accuracy of statements made by Users. RDN makes no representations or warranties concerning the conduct or Content of any Users or their interactions with Users.

5.3 No technical interference with the Statewide Training Calendar: Users agree that Users will not engage in any activity or post any information or material that interferes with or disrupts, or that is designed to interfere with or disrupt, the Statewide Training Calendar or any hardware used in connection with the Statewide Training Calendar.

5.4 Statewide Training Calendar Modifications: RDN will work hard to continuously improve the Statewide Training Calendar. RDN may modify or discontinue portions or all of the Statewide Training Calendar with or without notice and without liability to Users or any third party.

5.5 Third Party Sites and Services: The Statewide Training Calendar contains links to third party sites, and is integrated with various third-party services, applications and sites that may make available to Users their content and products. RDN does not control these third parties and is not responsible for those sites or services or their content or products. These third parties may have their own terms and policies, and a User's use of them will be governed by those terms and policies.

6. Release

To the fullest extent permitted by law, Users agree not to hold RDN responsible for and to release RDN from all claims for loss, cost or damage suffered by them or otherwise related to User or member interactions, reliance on any Content, provision of any information, use of the Statewide Training Calendar or in connection with an event. Users also agree not to hold organisers responsible for their negligence in connection with a User's Content.

Without limitation to the foregoing, Users agree to release RDN and RDN'S officers, directors, agents, employees, consultants, affiliates, subsidiaries, sponsors, and other third-party partners from claims, demands, and damages (direct and consequential) of every kind and nature, known and unknown, now and in the future (referred to in this Agreement as "Claims"). Users also agree to release RDN from Claims based on a negligence arising out of or in any way connected with a User's Content.

7. Indemnification

To the fullest extent permitted by law, Users agree to indemnify, defend and hold RDN harmless from any Claims, made by any third party due to or arising directly or indirectly out of (a) a User's violations of this Agreement, (b) a User's use, misuse, or abuse of the Statewide Training Calendar, (c) a User's Content, (d) a User's violation of any law, statute, ordinance or regulation or the rights of a third party, or (e) a User's participation or conduct in an event that violates this Agreement. Users agree not to settle any Claim without RDN prior written consent.

8. Warranty Disclaimer and Limitation of Liability

Summary: The Statewide Training Calendar is provided to Users "as is" and RDN makes no warranties of any kind with respect to the Statewide Training Calendar.

8.1 Warranty Disclaimer: The Statewide Training Calendar is provided to Users “as is” and on an “as available” basis. RDN disclaim all warranties and conditions of any kind, including but not limited to statutory warranties, and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. RDN disclaim any warranties regarding (a) the reliability, timeliness, accuracy, and performance of the Statewide Training Calendar, (b) any information, advice, services, or goods obtained through or advertised on the Statewide Training Calendar or by us, as well as for any information or advice received through any links to other websites or resources provided through the Statewide Training Calendar, (c) the results that may be obtained from the Statewide Training Calendar, (d) the correction of any errors in the Statewide Training Calendar, (e) any material or data obtained through the use of the Statewide Training Calendar, and (f) dealings with or as the result of the presence of marketing partners or other third parties on or located through the Statewide Training Calendar.

8.2 Limitation of Liability: Users agree that in no event shall RDN be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if any RDN Parties have been advised of the possibility of such damages) arising out of or in connection with (a) the Statewide Training Calendar or this Agreement or the inability to use the Statewide Training Calendar (however arising, including RDN negligence), (b) statements or conduct of or transactions with any member or third party on the Statewide Training Calendar, (c) a User's use of the Statewide Training Calendar or transportation to or from RDN events, attendance at RDN events, participation in or exclusion from RDN groups or RDN events and the actions of Users or others at RDN events, or (d) any other matter relating to the Statewide Training Calendar. RDN liability to Users or any third parties in any circumstance is limited to the greater of \$100 or the amount of fees, if any, Users paid to us in the 12 months prior to the action that may give rise to liability. The limitations set forth above in this Section 8 will not limit or exclude liability for RDN gross negligence, fraud, or intentional, malicious, or reckless misconduct.

9. Dispute Resolution

Summary: If Users have a dispute with RDN, Users agree to try to work it out directly with RDN first. If we can't work it out, with limited exceptions, Users must submit any dispute with RDN to a neutral arbitrator instead of taking the claim to a court of law. Claims can only be brought individually, and not as part of a class action. RDN has no obligation to get involved with any disputes Users have with other users, although we may try to facilitate a resolution.

9.1 Informal Resolution: Before making any claim, Users and RDN agree to try to resolve any disputes through good faith discussions. We use the term “claim” in this Section 9 to mean any dispute, claim or controversy arising out of or relating to a User's use of the Statewide Training Calendar or this Agreement. Users or RDN may initiate this process by sending written notice according to Section 11.2 describing the dispute and a User's proposed resolution. In the event that we cannot resolve the issue within 30 business days of receipt of the initial notice, Users or RDN may bring a claim in accordance with Section 9.2.

9.2 Arbitration Time for Filing: Any claim subject to arbitration must be filed within one year after the date the party asserting the claim first knows or should know of the act, omission or default giving rise to the claim, or the shortest time period permitted by applicable law.

9.3 Class Action Waiver: Users agree to resolve disputes with RDN on an individual basis. Users agree not to bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Users are expressly waiving any right to participate in class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations.

10. Intellectual Property

10.1 Intellectual Property of Others: RDN respects the intellectual property of others, and we expect Users to do the same. RDN may, in appropriate circumstances and in RDN discretion, remove or disable access to material that infringes on the intellectual property rights of others. We may also restrict or terminate access to the Statewide Training Calendar to those who we believe to be repeat infringers. If Users believe a User's intellectual property rights have been violated, please notify RDN immediately.

11. General

11.1 No variation or modification of these Terms of Service will be effective unless in writing and issued by RDN.

11.2 No failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on it under these Terms of Service operates as a waiver of that power or right, nor does any single or partial exercise of any other power or right under these Terms of Service.

11.3 If any provision of these Terms of Service is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms of Service or affecting the validity or enforceability of that provision in any other jurisdiction.

11.4 These Terms of Service are governed by the law in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts of appeal from those courts in respect of any proceeding in connection with these Terms of Service.