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ROYAL AUSTRALIAN & NEW ZEALAND COLLEGE OF OBSTETRICIANS & GYNAECOLOGISTS  
NUCHAL TRANSLUCENCY ULTRASOUND PROGRAM  
AND LICENCE TO USE ASSOCIATED WEBSITE & SOFTWARE ("THE PROGRAM")**

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Please read carefully and completely the terms of the agreement which follows. By participating in the Program and accessing the Website you agree to be bound by these terms. If you do not wish to be bound to these terms, you must not access the site.

The College does not represent or warrant that the content of the website is accurate, authentic or complete or that the information contained in the website is suitable for your needs. You should assess whether the information is accurate, authentic or complete and, where appropriate, seek independent professional advice.

The College is not bound by any information supplied or transmitted for the Program, or the website.

The College accepts no liability or responsibility to any person as a consequence of any reliance upon the information contained in the Program or the Website.

Users must separately confirm or seek confirmation of any College requirement, condition, consent or approval in relation to their own particular circumstances.

**2 Legal Disclaimers**

**2.1 Accuracy**

Every effort is made to provide information that is accurate. However, materials contained in the Program and the Website are subject to change at any time by appropriate action of the College.

We give no assurance or warranty that information is current, and take no responsibility for matters arising from changed circumstances or other information or material which may affect the accuracy or currency of information.

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**2.3 No Medical Legal or Financial Advice**

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## **2.5 Disclaimer of Liability**

The user assumes all responsibility and risk for the use of the Program and the Website and the Internet generally. We accept no liability or responsibility to any person as a consequence of any reliance upon the information contained. Under no circumstances, including negligence, shall anyone involved in creating or maintaining the Program and the Website be liable for any direct, indirect, incidental, special or consequential damages, or loss profits that result from the use or inability to use the Website and/or any other websites which are linked to this site. Nor shall they be liable for any such damages including, but not limited to, reliance by a member or visitor on any information obtained; or that result from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or failure of performance, communications failure, theft, destruction or unauthorized access. States or Countries which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by law.

## **2.6 Online Conduct**

Visitors agree to use the Website only for lawful purposes and are prohibited from posting on the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Although in the absence of a specific complaint the postings are monitored for compliance with this provision, in an effort to discourage such conduct, please note that all postings in any forum area will list the author's name and institution - no anonymous postings will be permitted.

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## **2.9 Information Subject to Change**

Any information may include technical inaccuracies or typographical errors. Furthermore, the information may change from time to time without any notice.

## **3 Security Features**

You agree to observe and maintain the confidentiality of all security features relating to use of the Website (including passwords, access arrangements etc) as notified.

The College will not be liable for any unauthorised breach or disclosure of the security features.

#### 4 **Indemnity**

You agree to indemnify the College (its employees and agents) for any loss suffered or liability incurred by the College (its employees and agents) arising from any unlawful, unauthorised or improper access or use of the Program or the Website or any breach of these terms by you or your employees, contractors or representatives.

#### 5 **Access**

The College does not guarantee constant availability of Website access and accept no liability for down time or access failure due to circumstances beyond its reasonable control (including any failure by ISP or system provider).

#### 6 **Links to Other Sites**

The Site may contain links to other sites on the internet ("Linked Sites"). The College is not responsible for the accuracy, legality, decency of material or copyright compliance of any Linked Site or services or information provided via any Linked Site.

#### 7 **Security of Information**

No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

#### 8 **Governing Law**

These terms and conditions will be constructed according to and are governed by the laws of Victoria, Australia.

#### 9 **Definitions**

9.1 **"Software"** means the software used in connection with the Program.

9.2 The College hereby grants to you personally a non-exclusive non-transferable licence to use the Software provided that such use is in accordance with these terms.

9.3 Your right to use the Software is limited as follows:

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- 9.8 The College may modify the Software on-line and any of these terms and conditions at any time and in the College's sole discretion. Notice of any change by e-mail, to your address on our records, or the posting on our site of a change notice or a new agreement, is considered sufficient notice to you of a modification to these terms and conditions. Modifications may include, but are not limited to, changes in the fees. If any modification is unacceptable to you, your recourse is to terminate your participation in the Program. Your continued use of the Software following our posting of a change notice or new terms on our site will constitute binding acceptance of the change.

## **10 Indemnification**

You hereby agree to indemnify, defend, and hold harmless the College, its subsidiaries, parent company, and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (a) your use of the Software, or (b) any misrepresentation of a representation or warranty or breach of this Agreement by you.