

# TERMS AND CONDITIONS

CPD Australia



1

*At CPD Australia, we uphold values of inclusivity, diversity, and respect for all individuals, paying homage to the rich cultural heritage of Aboriginal and Torres Strait Islander peoples, as well as honouring the diverse backgrounds and experiences of every member of our community. With a commitment to fostering a culturally safe and inclusive learning environment, our CPD Home embraces the principles of equity and cultural responsiveness, ensuring that every participant feels valued and supported on their educational path.*

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<sup>1</sup> Used with consent from Ivan Samkov, available at [pexels.com](https://pexels.com)

## TABLE OF CONTENTS

<b><i>Terms and Conditions</i></b> .....	<b>3</b>
Your Responsibility for Your Password and Login.....	3
Use of the CPD Home.....	3
Backup .....	3
Personal Information .....	4
Remedial Amendments.....	4
Communications.....	4
Intellectual Property.....	4
Third-Party Providers.....	5
No Warranty .....	5
Limitation of Liability .....	5
Billing.....	5
Other .....	6

## TERMS AND CONDITIONS

CPD Australia provides an accredited CPD Home for Australian medical practitioners to manage and track their Continuing Professional Development (CPD) requirements. Your subscription to CPD Australia and your use of the CPD Home and associated materials is governed by these Terms and Conditions and all other specific CPD Australia policies.

CPD Australia reserves the right to modify these Terms at any time without prior notice.

## YOUR RESPONSIBILITY FOR YOUR PASSWORD AND LOGIN

- To become a CPD Australia subscriber, you must create a password and a login name.
- You are responsible for all activities that occur under your login name.
- You may change your password at any time through your user account settings. It is your responsibility to store your own password securely.
- Changes to your login name or associated services can be made in My Profile or by contacting our support team at: [support@cpdaustralia.org](mailto:support@cpdaustralia.org)
- Notify CPD Australia immediately of any unauthorised use of your login name or any other security breaches via email: [support@cpdaustralia.org](mailto:support@cpdaustralia.org)

## USE OF THE CPD HOME

- CPD Australia's CPD Home is designed to assist you in recording, tracking and reporting your CPD activities.
- CPD hours completed through activities listed in CPD Australia's 'Recommended Content' may be added to your My CPD Summary, and it is your responsibility to complete the associated activities and submit the activity, unless stated otherwise.
- Validation of CPD hours is your responsibility; ensure that completed activities align with your professional practice and CPD requirements.
- Subscribers inactive on the CPD Home for 182 consecutive days (six months) may be regarded as non-subscribers, potentially altering their subscription status.
- CPD Australia does not take responsibility for practitioner's CPD compliance, which is ultimately the practitioner's responsibility.

## BACKUP

- Do not use the CPD Home as your sole repository of CPD information.
- Regular backups can be done by:
  - o Generating a report from the Download Data menu on the My CPD Summary page.

- Subscribers are required to provide a manual back-up of all CPD activities and related evidence on your personal computer.

## PERSONAL INFORMATION

- To subscribe, you are required to provide personal information such as name, email, AHPRA registration number, payment details, and professional details including college affiliations, and other information as relevant.
- Personal information will be managed in accordance with CPD Australia's Privacy Policy.
- Registration for third-party learning may require sharing your personal information with those providers; refer to their privacy policies for more information.

## REMEDIAL AMENDMENTS

- In cases where remediation is necessary and agreed upon, CPD Australia may modify your CPD Program to suggest relevant remediation activities. It is your responsibility to complete these suggested activities.

## COMMUNICATIONS

- CPD Australia may send you a regular newsletter with updates on CPD matters.
- You can unsubscribe from non-essential communications, but this may limit your access to important CPD information.
- You cannot unsubscribe from communications deemed essential by CPD Australia,
- CPD Australia may monitor compliance with CPD requirements to ensure that activities are appropriate and complete.
- Subscribers at risk of non-compliance may be contacted via email to offer guidance and support.
- Personal follow-up may occur as needed under CPD Australia's Audit Policy.

## INTELLECTUAL PROPERTY

- The CPD Home and related learning management systems are owned by CPD Australia.
- All content provided through the CPD Home (e.g., text, images, audio, videos) is proprietary to CPD Australia or relevant third-party providers.
- You are granted a non-exclusive, non-transferable right to access and use the CPD Home and related content for personal use, subject to these Terms.
- You may not duplicate, distribute, reverse engineer, or use any software or material from the CPD Home to create a competing service.
- Materials from the CPD Home are for personal, non-commercial use only. Do not:
  - o Modify, copy, reproduce, or transmit any content

- Use automated tools to extract or analyse content

### THIRD-PARTY PROVIDERS

- The CPD Home may link to third-party websites or include content provided by third parties.
- CPD Australia does not take responsibility for the accuracy or completeness of third-party services, products, or websites.

### NO WARRANTY

- The CPD Home is provided "as is". CPD Australia does not guarantee that:
  - It will meet all your requirements
  - Access will be uninterrupted or error-free
  - Any issues will be corrected.
- To the extent allowed by law, no warranties, expressed or implied, are given regarding the CPD Home's fitness for purpose or merchantability.

### LIMITATION OF LIABILITY

- CPD Australia's maximum liability for any loss or damage related to the CPD Home is limited to the subscription fees paid within the CPD Calendar Year.
- CPD Australia disclaims liability for indirect or consequential losses, including data loss, profit loss, or reputation damage.
- Any liability under Australian Consumer Law will be limited to service resupply or the cost of resupply.

### BILLING

- Pricing and Promotions
  - All subscription prices for CPD Australia's standard version, including any promotional sign-up rates, will revert to the standard advertised price upon renewal. Subscription rates and any applicable discounts are available on the CPD Australia website. CPD Australia reserves the right to adjust pricing at any time, and these changes will be reflected in the standard rate as advertised.
- Automatic Renewal
  - Subscriptions are automatically renewed for the following year unless cancelled prior to the end of the billing cycle. By subscribing, you consent to automatic renewal at the standard advertised price unless otherwise stated in a promotional offer.
- Refund Policy

- CPD Australia does not guarantee refunds on subscription fees. Subscription cancellations or changes must be requested before the start of a new billing cycle to avoid renewal charges.
- Billing Accuracy
  - Practitioners are responsible for ensuring that their billing information is accurate and up to date. CPD Australia is not responsible for missed or delayed payments due to incorrect billing details.
- Plan Selection and Compliance
  - Practitioners are responsible for selecting the correct plan to ensure alignment with CPD requirements. Selecting an incorrect plan may affect compliance status and CPD Australia's obligation to report compliance accurately to AHPRA. Please review plan details carefully to confirm the appropriate choice for your needs, as CPD Australia is not responsible for any compliance impacts arising from plan misselection.
- Non-Transferability
  - Subscription plans are non-transferable and may only be used by the practitioner who registered. Sharing login credentials or allowing others to access CPD Australia's services under your account is a violation of these terms.
- Cancellation and Termination
  - Practitioners may cancel their subscription at any time through the CPD Australia portal. However, to avoid renewal charges, cancellations must be completed prior to the next billing cycle. CPD Australia reserves the right to terminate subscriptions or deny services in cases of non-compliance with these terms.

## OTHER

- These Terms and Conditions, along with any additional terms related to third-party content, form the entire agreement between you, the practitioner, and CPD Australia.
- If any provision is deemed invalid, it will be severed without affecting the remainder.
- Certain provisions will remain effective after termination of these Terms.
- These Terms and Conditions are governed by the laws of the Commonwealth of Australia.

Terms and Conditions		
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Review and Approved	01 November 2024 Hamish Newman, Chief Financial Officer	
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	Hamish Newman, Chief Financial Officer	
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