

TLL® – Terms and Conditions

1. This document sets out the terms and conditions that apply to your use of TLL. The terms set out in this document are the entire agreement between you and Ward6 in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these terms and conditions.
2. TLL is owned and operated by Ward 6 Pty Ltd (**Ward6**). TLL is an online education platform which provides accredited and non-accredited education to health care professionals.
3. TLL is only available to registered healthcare professionals located in Australia.
4. **Your account**
 - a. In order to use the Service, you must create an account and provide the following information: title, first name, last name, email address, AHPRA registration number, member number for the applicable Regulatory Body.
 - b. You warrant that the information you provide is true and accurate. You agree to promptly update your details as necessary.
5. **Provision of the Service**
 - a. You may use the Service to access educational content for the purposes of general education and education to support you in meeting your CPD requirements.
 - b. All Content will be Medicines Australia-compliant (for non-accredited /commercial education) or RACGP / ACCRM compliant (for accredited content). Otherwise, Ward6 provides the Service on an “as is” and “as available” basis.
 - c. Not all Content is available to all users. Some Content may be restricted if it has been deemed suitable for specialists only.
 - d. Upon completion of accredited CPD content for RACGP and/or ACCRM only, Ward6 will report the CPD points/hours/credits to the relevant Regulatory Body within 14 days. For any other accredited or non-accredited CPD activity for other Regulatory Bodies, you will be required to self-report the activity in question to the applicable Regulatory Body.
6. **Intellectual Property Rights**
 - a. All intellectual property rights in or arising out of or in connection with the Services, including in the Content, (including intellectual property rights in any responses provided by you to any CPD exercises) is the property of Ward6 and its licensors.
 - b. Ward6 grants you a license to the Content for the purpose of receiving and using the Services. You may not sub-license, assign or otherwise transfer the rights granted in this clause.

7. Privacy

- a. Ward6 maintains a Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about you.
- b. In addition to the details set out in the Privacy Policy, the following apply in relation to your personal information:
 - i. Ward6 will collect the following additional information from you: Title, first name, last name, email address, AHPRA number, member number for applicable Regulatory Body.
 - ii. Ward6 will report the CPD points/hours/credits earned to the relevant Regulatory Body on a fortnightly basis.
 - iii. Ward6 will use your information as follows:
 1. to provide you with details of future accredited and non-accredited CPD events and other courses that may be of interest to you; and
 2. where you consent to Ward6 doing so, to pass on your contact details (being only your title, first name, last name and email address) to the relevant sponsor(s) of the Content you accessed when you used the Service.
- c. Ward6 accepts no liability for access to data by persons authorised by you or using your login details. You are solely responsible for the security of your username and password for access to the Services.

8. Liability

- a. In no circumstances will Ward6 be liable for any indirect, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Service or any content, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not Ward6 knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.
- b. Subject to paragraph 8(a) and 8(c), Ward6's maximum liability in connection with your use of the Service and these terms and conditions is capped at \$1.00.
- c. Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, Ward6 excludes all conditions and warranties that may be implied by law. To the extent permitted by law, Ward6's liability for breach of any implied warranty

or condition that cannot be excluded is restricted, at Ward6's option to the re-supply of services or payment of the cost of re-supply of services.

9. Disputes

For any dispute between Ward6 and you, the following process shall apply:

- a. **Negotiation.** If there is a dispute between the parties relating to or arising out of this agreement, then within 5 business days of a party notifying the other party of a dispute, senior representatives from each party must meet (or if discuss directly via the telephone or internet) and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;
- b. **Mediation.** If the dispute between the parties relating to or arising out of this agreement is not resolved within five business days of notification of the dispute under clause 9(a), the parties must agree to submit the dispute to mediation, administered by lawyers engaged in alternative dispute resolution;
- c. **Court proceedings.** A party may not commence court proceedings in relation to a dispute relating to or arising out of this agreement until it has exhausted the procedures in this clause 9 unless the party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

10. Definitions: The following definitions apply in these terms and conditions:

- a. **Content** means accredited and non-accredited education for health care professionals.
- b. **CPD** means continuing professional development.
- c. **TLL** or the **Service** means the TLL service provided by Ward6, whereby Ward6 provides online content and activities which, if successfully completed, will count towards a User's CPD requirements with the applicable Regulatory Body.
- d. **Regulatory Bodies** means regulatory bodies governing health care professionals in Australia, including the Royal Australian College of General Practitioners (**RACGP**), the Australian College of Rural and Remote Medicine (**ACRRM**), the Royal Australasian College of Surgeons (**RACS**), the Royal Australasian College of Physicians (**RACP**), the Royal College of Pathologists (**RCPA**), the Australian Primary Health Care Nurses Association (**APNA**), the Australian College of Nursing (**ACN**) and the Pharmaceutical Society of Australia (**PSA**).
- e. **Privacy Policy** means Ward6's privacy policy, available at www.ward6.com.au/privacy.
- f. **User** means a user of the Service.
- g. **Ward6** means Ward 6 Pty Ltd ACN 123 952 876.

11. General:

- a. Waiver. No clause of this agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- b. Severability. Any clause of this agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this agreement.
- c. Governing Law. This agreement is governed by the laws of New South Wales. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

V3 – 12th August 2024