

APNA Online Community Terms and Conditions



The APNA Online Community is a place to belong, learn and inspire

The Australian Primary Health Care Nurses Association (APNA) is the peak body for nurses working in primary health care. APNA champions the role of primary health care nurses; to advance professional recognition, ensure workforce sustainability, nurture leadership in health, and optimise the role of nurses in patient-centred care. The APNA Online Community is designed to connect members so they can seek support, exchange ideas, learn, and advance their career in primary health care.

1. Introduction

1.1 Contract

When you use our services, you agree to all of these terms. Your use of our services is also subject to our [Privacy Policy](#), which covers how we collect, use, share, and store your personal information.

You agree that by clicking “Sign Up”, “Log In”, registering, accessing or using our services (described below), you are agreeing to enter into a legally binding contract with APNA (even if you are using our Services on behalf of a company). If you do not agree to this contract (“Contract” or “User Agreement”), do not click “Sign Up”, “Log In”, or similar and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by contacting APNA to close your Online Community account and no longer access or use our Services.

Services

This Contract applies to www.apna.asn.au, including the offsite collection of data for those Services, such as our ads. Registered users of our Services are referred to as “Users” in this agreement.

APNA

You are entering into this Contract with APNA (also referred to as “we” and “us”) who will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services. This Contract applies to registered Users.

As a User of our Services, the collection, use and sharing of your personal data is subject to this [Privacy Policy](#).

1.2 Users

When you register and join the APNA Online Community (whether paid or free), you become a User.

1.3 Change

We may make changes to the Contract.

We may modify this Contract and [Privacy Policy](#) from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2. Obligations

2.1 Your Account

You will keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law.

Users are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account (e.g., connections) and (3) follow the law and our list of Dos and Don'ts (see section 8) and [Online Community Policy](#). You are responsible for anything that happens through your account unless you close it or report misuse.

2.2 Notices and Messages

You're okay with us providing notices and messages to you through our websites, apps, and email. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

2.3 Sharing

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, group posts, links to news articles, documents, videos, images, and messages. Information and content that you share, or post may be seen by other Users. Where we have made settings available, we will honour the choices you make about who can see content or information.

We are not obligated to publish any information or content on our Service and can remove it with or without notice.

2.4 Create Topic Feature

The Create Topic feature is to enable primary health care nurses and professionals alike to reach out to the broader APNA community to ask questions and seek support. It is not to be used to promote products and services, surveys, advertisements, questions unrelated to the primary health care industry, bullying or abuse of any kind, or anything that a reasonable person would regard as contravening the spirit of "seeking support/sharing knowledge". Breach of these rules will result in deletion of the post. Multiple breaches will result in suspension from the site.

3. Rights and Limits

3.1. Your License to APNA

You own all the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honour the choices you make about who gets to see your information and content, including how it can be used for ads.

As between you and APNA, you own the content and information that you submit or post to the Services, and you are only granting APNA and our affiliates the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

You can end this license for specific content by deleting such content from the Services, or generally by

closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your social actions may be visible and included with ads. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.

We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public", we will enable a feature that allows other Users to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services.

While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You and APNA agree that if content includes personal data, it is subject to our [Privacy Policy](#).

You and APNA agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the [Privacy Policy](#) and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to APNA, you agree that APNA can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your APNA profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful.

3.2 Service Availability

We may change, suspend or discontinue any of our Services.

We don't promise to store or keep showing any information and content that you've posted. APNA is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our [Privacy Policy](#).

3.3 Other Content, Sites and Apps

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. APNA generally does not review content provided by our Users or others. You agree that we are not responsible for others' (including other Users') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse.

You also acknowledge the risk that you or your organisation may be mistakenly associated with content about others when we let connections and followers know you or your organisation were mentioned in the news.

APNA may help you register for and/or attend events organised by Users and connect with other Users who are attendees at such events. You agree that (1) APNA is not responsible for the conduct of any of the Users or other attendees at such events, (2) APNA does not endorse any particular event listed on our Services, (3) APNA does not review and/or vet any of these events, and (4) that you will adhere to these terms and conditions that apply to such events.

3.4 Limits

We have the right to limit how you connect and interact on our Services.

APNA reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Users. APNA reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services.

3.5 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

APNA reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. APNA, and "in" logos and other APNA trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of APNA.

3.6 Automated Processing

We use data and information about you to make relevant suggestions to you and others.

We use the information and data that you provide and that we have about Users to make recommendations for connections, content and features that may be useful to you. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

3.7 Visibility to other users

When you 'Sign up' or 'Log in' you agree to let other users of the APNA Online Community to see your name, profile photo, workplace details, and descriptions of your activity. Other users will be able to communicate with you within the APNA Online Community. You may change your privacy settings at any time to restrict which users – members, connections, everyone, yourself – can see your profile details and activity.

4. Disclaimer and Limit of Liability

4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services. APNA MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE " BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, APNA DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Exclusion of Liability

These are the limits of legal liability we may have to you. TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS APNA HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), APNA WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT UNDER ANY CLAIM, WHETHER BASED IN CONTRACT, NEGLIGENCE, STATUTE OR OTHER LEGAL THEORY. HENCE, APNA WILL NOT BE LIABLE FOR LOST

PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

YOU AGREE TO INDEMNIFY APNA, ITS OFFICERS AND EMPLOYEES FOR ANY CLAIMS ARISING FROM YOUR USE OF THE SERVICES IN BREACH OF THIS CONTRACT.

4.3 Basis of the Bargain; Exclusions

The limitations of liability in this Section 4 are part of the basis of the bargain between you and APNA and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if APNA has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

5. Termination

We can each end this Contract, but some rights and obligations survive.

Both you and APNA may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback.
- Users rights to further re-share content and information you shared through the Services.
- Sections 2.2, 4, 6, 7, and 8.2 of this Contract.
- Any amounts owed by either party prior to termination remain owed after termination.

6. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, you and APNA agree to resolve it in Victorian courts using Australian law.

This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence. If you live in the Designated Countries: You and APNA agree that the laws of Australia, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and APNA agree that claims and disputes can be litigated only in Victoria, Australia and we each agree to personal jurisdiction of the courts located in Victoria, Australia.

7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that APNA has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your Usership or use of Services) to anyone without our consent. However, you agree that APNA may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract. You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. APNA's "Dos and Don'ts"

8.1. Dos

The APNA Online Community is a community of professionals. This list of "Dos and Don'ts" along with our limit what you can and cannot do on our Services. You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.
- Provide accurate information to us and keep it updated.
- Use your real name on your profile; and
- Use the Services in a professional manner.

8.2. Don'ts

You agree that you will not:

- Create a false identity on the APNA Online Community, misrepresent your identity, create a User profile for anyone other than yourself (a real person), or use or attempt to use another's account.
- Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services.
- Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views).
- Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of APNA.
- Disclose information that you do not have the consent to disclose (such as confidential information of others, including your employer).
- Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission.
- Violate the intellectual property or other rights of APNA, including, without limitation,
 - copying or distributing our learning videos or other materials or
 - copying or distributing our technology, unless it is released under open source licenses.
 - using the word "APNA" or our logos in any business name, email, or URL.
- Post anything that contains software viruses, worms, or any other harmful code.
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.
- Imply or state that you are affiliated with or endorsed by APNA without our express consent.
- Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without APNA's consent.
- Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without APNA's consent.
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages.
- Monitor the Services' availability, performance or functionality for any competitive purpose.
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services.
- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services).
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

9. Complaints Regarding Content

Contact information for complaint about content provided by our Users.

We respect the intellectual property rights of others. We require that information posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties.

10. How To Contact Us

Our Contact information.

For general inquiries, you may contact us at admin@apna.asn.au. For legal notices or service of process, you may write us at:

APNA

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