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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.

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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**

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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.

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## **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.

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## **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.