

# Terms and Conditions of Use: Dementia Training Australia Website, Resources and Courses

These Terms govern

- Access to the Dementia Training Australia website
- Access to Dementia Training Australia Resources
- The use of Dementia Training Australia Courses, and
- References to Dementia Training Australia, its trademarks and intellectual property

Dementia Training Australia (DTA) is funded by the Australia Federal Department of Health, Dementia and Aged Care Services (DACS) Fund, Grant ID: 4-BC4JLUF.

Dementia Training Australia operates nationally to deliver training services in relation to the provision of services and support for people living with Dementia. The primary address for the organisation is:

Dementia Training Australia  
University of Wollongong  
Ground Floor, Suite 5 & 6,  
The Central (Bldg 230), Innovation Campus,  
University of Wollongong NSW 2522,  
Australia

Dementia Training Australia operates under the legal entity of the the University of Wollongong, Wollongong NSW, 2500, Australia and subcontracts to nominated Universities and one peak body: University of Wollongong, Queensland University of Technology, LaTrobe University, University of Western Australia, the University of Tasmania and Dementia Australia. From time to time, DTA also uses other third-party providers to develop and deliver materials.

**Owner contact email:** [dta@uow.edu.au](mailto:dta@uow.edu.au)

## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using Dementia Training Australia's website or any resources or materials developed and used by DTA to deliver on-line or face to face training, or via links to other websites.

### Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Dementia Training Australia.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately inform the Owner via the contact details indicated in this

document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been breached or stolen.

### **Conditions for account registration**

Registration of User accounts on Dementia Training Australia is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless explicitly permitted, a User account may not be shared with other persons. Requests will need to be made in writing and must be approved before use to multiple parties will be granted.

### **Account termination**

Users can terminate their account and stop using the Service at any time by contacting DTA.

### **Account suspension and deletion**

DTA reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## **Content on Dementia Training Australia**

Unless where otherwise specified or clearly recognizable, all content available on Dementia Training Australia is owned or provided by DTA or its nominated suppliers, on behalf of the Commonwealth Government.

DTA undertakes its utmost effort to ensure that the content provided on Dementia Training Australia infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice, Users are kindly asked to report such matters using the contact details provided in this document.

### **Rights regarding content on Dementia Training Australia - All rights reserved**

DTA holds and reserves all intellectual property rights for any such content on behalf of the Commonwealth of Australia.

Users may not, therefore, use the content without acknowledgement of DTA and the Commonwealth of Australia.

Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Dementia Training Australia, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated, the User may download, copy and/or share some content available through Dementia Training Australia for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by DTA and the Commonwealth are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

## **Access to external resources**

Through Dementia Training Australia, Users may have access to external resources provided by third parties. Users acknowledge and accept that DTA has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

## **Acceptable use**

Dementia Training Australia and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Dementia Training Australia and/or the Service violates no applicable law, regulations or third-party rights.

DTA may deny access to anyone misusing resources or infringing on DTA's or any third-party provider's rights.

DTA may also report any violations.

## **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether.

If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

## **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Dementia Training Australia and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

## **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of Dementia Training Australia.

## **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Dementia Training Australia are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Dementia Training Australia are,

and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. Users will be notified of changes via updates to this statement.

## **Liability and indemnification**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services.

Dementia Training Australia is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. Our content may not be fit for your purposes. DTA is not liable for this or for how the content is used.

Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk.

DTA does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service. The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system.

DTA is not liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

DTA is not liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

## **Indemnification**

The User agrees to indemnify DTA against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.