

## User Agreement

### General Practice Academy of Australia

*Subscriptions at General Practice Academy of Australia ("GP Academy")*

#### TERMS & CONDITIONS

Your purchase or use of products and services ("Courses" or "Packages" or "Programs") offered by GP Academy and use of the "Student Portal" of [www.gpacademy.com.au](http://www.gpacademy.com.au) (the "Site") are subject to these terms and conditions. Please carefully read these terms and contact us if you have any questions. The Terms & Conditions constitute a legally binding agreement between General Practice Academy of Australia and its affiliates, partners, divisions ("we," "us," and "our") and you, personally and, if applicable, on behalf of the entity for which you are using this website (collectively, "you," "your," "yours").

#### Registration and Course Enrollment

GP Academy Courses are solely for the purpose of preparing for the RACGP fellowship exams. By registering for the Courses, you acknowledge and confirm that you are a candidate for one or several components of the RACGP fellowship exams. If you intend to enroll in our Courses for any reason other than the aforementioned purpose, you must inform GP Academy in writing and in advance. Enrolling other companies and organizations to access the Courses and contents of our website is strictly prohibited.

Please note: Individual email addresses should be used for each active GP Academy registration. Where multiple enrolments are made using the same email address, the most recent enrolment will be accessible in the Student Portal.

#### Re-registration and Discounts

A Course enrollee is eligible for a 27% discount on their second or other subsequent Written Course registration, subject to the following condition:

- You must have completed any Written Exam Preparation Course with GP Academy prior to the new registration.

Discount codes must be requested before registration and applied at the time of registration. GP Academy is unable to apply a discount or process a discount code after registration.

GP Academy does not offer a returning candidate discount policy on Clinical Exams Programs (RCE/CCE/OSCE).

#### Course Cancellations

- Comprehensive and Complete Written Exams Courses (AKT/KFP):

If, for any reason, you are unsatisfied or unable to continue any of the Comprehensive and Complete Written Exams Courses after registration, you are entitled to a 90% refund of your registration fee. The following condition applies:

- Written notice of your cancellation must be received no later than the beginning of the second session of the Course or three weeks (21 days) after enrollment, whichever date is later. After this period, cancellations, transfers, or deferrals will not be accepted.

- CRASH Written Exams Courses (AKT/KFP):

If, for any reason, you are unsatisfied or unable to continue the CRASH Written Exams Course after registration, you are entitled to a 90% refund of your registration fee. The following condition applies:

- Written notice of your cancellation must be received via email no later than two weeks (14 days) after enrollment. After this period, cancellations, transfers, or deferrals will not be accepted.

- Comprehensive Clinical Exams Programs (CCE):

If, for any reason, you are unsatisfied or unable to continue any of the Comprehensive Clinical Exams Program after registration, you are entitled to a 90% refund of your total registration fee. The following conditions apply:

- Written notice of your cancellation must be received no later than three weeks (21 days) after enrollment. After this period, cancellations, transfers, or deferrals will not be accepted.
- Requests to withdraw that fall outside of three weeks (21 days) of enrolment which are lodged within 7 days of the *preceding* RACGP Written KFP Fellowship Exam Results, but prior to the first Live.Online Tutorial, will be eligible for a 50% refund of your total registration fee.

- CRASH Clinical Exams Programs (CCE):

If, for any reason, you are unsatisfied or unable to continue with the CRASH Clinical Exams Program after registration, you are entitled to a 70% refund of your total registration fee. The following condition applies:

- Written notice of your cancellation must be received within 7 days of registration. After this period, cancellations, transfers, or deferrals will not be accepted.

## **Study Materials**

Study materials will be available online for the duration of the Course. The materials are designed for online use by Course participants in "read-only" format. The materials must not be saved, printed, or downloaded. Access to materials will be revoked after the end of each Course.

## **Class Schedule and Location Changes**

Class schedules and locations may occasionally change or be canceled. GP Academy will notify you of any changes or cancellations. If an alternative GP Academy Course does not meet your needs, GP Academy will provide a full refund.

## **Technical Requirements**

You are responsible for meeting and maintaining the minimum technical requirements for your selected purchase to access certain features of your Course or if you have selected an online product such as Live Online. This includes, but is not limited to, having the appropriate computer device, internet connection, and skills to properly use the devices.

## **GP Academy Courses and Content are for GP Academy Students Only**

All GP Academy content, including Course materials, digital materials, lectures, recordings, visual and audio aids, content available from the "Student Portal," and all content received or accessed during your enrollment or Course (collectively, "Content"), is for your personal use only. It must not be shared, resold, auctioned, or transferred to another person in any manner.

## **Copyright and Non-Duplication**

Content is protected by copyright law. Without GP Academy's authorization, students are strictly prohibited from downloading, recording, duplicating, or reproducing any content in any manner or medium under any circumstances. Violation of this prohibition may result in disciplinary and legal action, including but not limited to any or all of the following:

- Immediate removal from the facility and termination of enrollment in the Course;
- Forfeiture of tuition paid and any refund due for any unused portion of the Course;
- Exclusion from enrolling in any future GP Academy Courses; and
- Potential civil penalties and criminal prosecution. Willful infringement of copyrighted works may result in significant fines.

### **Student Code of Conduct**

As part of GP Academy's commitment to student success, we aim to provide an optimal learning environment and expect students to conduct themselves in a considerate manner towards others. Failure to meet student conduct standards may result in disciplinary actions, including but not limited to termination without refund. Inappropriate classroom conduct includes, but is not limited to: (1) disruptions to the learning environment (e.g., use of profanity, harassment, cell phone use in classrooms, etc.); (2) deliberate destruction, misuse, or theft of GP Academy property or the property of fellow classmates; (3) violence or threats of violence toward persons or property of students or GP Academy staff; (4) improper use of email and Internet access; and (5) failure to comply with federal copyright and criminal laws prohibiting the misappropriation, copying, or alteration of copyright-protected materials.

### **Disclaimer and Limitation of Liability**

GP ACADEMY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE COURSES, INCLUDING WITHOUT LIMITATION THE SITE, THE MATERIALS, AND THE ACADEMY.

### **Privacy Policy**

#### **1. Introduction**

1.1. General Practice Academy of Australia (referred to as "GP Academy," "we," "us," or "our") acknowledges and respects your privacy rights. We are committed to safeguarding the privacy of our customers and website visitors. This Privacy Policy outlines how we collect, use, disclose, and protect your personal information in compliance with the National Privacy Principles established by the Privacy Act 1988 (Cth).

1.2. "Personal information" is information we hold which is identifiable as being about you.

#### **2. Collection of Personal Information**

2.1. GP Academy may collect personal information that you provide to us directly, enter onto our website, or provide in other forms. This information may include but is not limited to your name, phone number, address, and email address. We may also collect additional information during your interactions with us, such as feedback, personal or business-related information, survey responses, and financial or credit card information.

#### **3. Method of Collection**

3.1. We may collect personal information from you through various channels, including electronic or in-person interactions, website usage, and when providing our services to you. Additionally, we may receive personal information from third parties, and we will protect such information as described in this Privacy Policy.

#### **4. Use of Personal Information**

4.1. GP Academy may use the personal information collected from you to provide information, updates, and our services. We may also inform you about new products, services, and opportunities that may be of interest to you. Your personal information helps us improve our products and services and gain a better understanding of your needs.

4.2. GP Academy may contact you by a variety of measures including, but not limited to telephone, email, SMS, or mail.

#### **5. Disclosure of Personal Information**

5.1. We may disclose your personal information to our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors to the extent necessary for the purposes outlined in this Policy. Personal information will only be shared with third parties when required for the delivery of our services.

5.2. Disclosure of personal information may also be necessary to comply with legal requirements, such as laws, regulations, court orders, subpoenas, warrants, legal proceedings, or requests from law enforcement agencies.

5.3. GP Academy may use personal information to protect copyright, trademarks, legal rights, property, or the safety of General Practice Academy of Australia, our website ([www.gpacademy.com.au](http://www.gpacademy.com.au)), our customers, or third parties.

5.4. In some instances, personal information may be stored, processed, or transferred to parties located outside Australia, including but not limited to the USA, Canada, and Romania. We will take reasonable steps to ensure that any such disclosure is made in compliance with applicable laws and in a manner consistent with this Privacy Policy.

5.5. By providing us with your personal information, you consent to the terms of this Privacy Policy and the types of disclosures described herein. We will request that third parties who receive your personal information follow this Privacy Policy when handling your information.

5.6. We do not share your Personal Information with third parties for their marketing purposes. In the event of a sale, transfer, or joint venture involving GP Academy, your Personal Data may be disclosed to our new business partners or owners, who may provide you with information about their products and services. Trusted third parties delivering services to GP Academy may also receive your Personal Data. GP Academy may disclose anonymous data to third parties as well. Furthermore, we may share your information with third parties specifically authorized by you to receive information from us.

#### **6. Security of Personal Information**

6.1. GP Academy is dedicated to ensuring the security of the personal information you provide to us. We have implemented physical, electronic, and managerial procedures to safeguard and protect your information from unauthorized access, disclosure, misuse, interference, loss, modification, and destruction.

6.2. While we take precautions to protect your information, the transmission and exchange of data over the internet are conducted at your own risk. We cannot guarantee the absolute security of any information transmitted to or from us. Despite our efforts to safeguard against unauthorized disclosures, we cannot provide complete assurance that personal information will never be disclosed in a manner inconsistent with this Privacy Policy.

## **7. Access to Personal Information**

- 7.1. In accordance with the Privacy Act 1988 (Cth), you may request details of the personal information we hold about you. A small administrative fee may apply for providing this information. If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant, or misleading, please contact us at [admin@gpacademy.com.au](mailto:admin@gpacademy.com.au).
- 7.2. We reserve the right to refuse your request for personal information in certain circumstances specified by the Privacy Act.

## **8. Complaints**

- 8.1. If you have any complaints regarding our privacy practices, please contact us at Suite 301, 737 Burwood Road, Hawthorn East, VIC 3123, Australia. We take privacy complaints seriously and will respond promptly upon receiving written notice of your complaint.

## **9. Changes to Privacy Policy**

- 9.1. This Privacy Policy may be modified at any time at our sole discretion. All modifications will be effective immediately upon posting on our website or notice board. We recommend periodically reviewing our Privacy Policy to stay informed of any updates.

## **10. Website**

- 10.1. When visiting our website ([www.gpacademy.com.au](http://www.gpacademy.com.au)), certain information may be automatically collected, such as browser type, operating system, and the website visited immediately before accessing our site. This aggregated information is used to analyze website usage and improve our services.
- 10.2. We may utilize cookies on our website to identify returning visitors and store details about their site usage. Most web browsers accept cookies by default, but you can modify your browser settings to reject them. However, this may limit your full access to our website.
- 10.3. Our website may use cookies to analyze website traffic, enhance the visitor experience, and display relevant ads through third-party services like Google Adwords. These ads may appear on our website or other websites you visit.
- 10.4. Our website may contain links to other websites not owned or controlled by us. These links are provided for convenience and do not imply sponsorship, endorsement, or approval. We are not responsible for the privacy practices of these external websites and encourage you to review their respective privacy statements.

## **11. Consent and Release**

14.1. During your Course with GP Academy, we may contact you for feedback, photograph you, or record your class (collectively referred to as "Student Experience Materials"). By participating in the Course, you agree that GP Academy may use these Student Experience Materials for promotional or educational purposes. The recorded materials may also be used for teaching purposes at other GP Academy educational events. It should be noted that Courses or other activities may be held at Third Party Facilities, such as hotels, universities, and schools, not under GP Academy's control. By using Third Party Facilities, you waive any claim against GP Academy including claims related to the safety and security of third party facilities.

## Miscellaneous

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The agreement cannot be changed or modified orally. Any change or modification must be in writing and agreed to by both parties. If any provision of this Agreement is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

BY CLICKING SUBMIT, YOU ARE STATING THAT (1) YOU HAVE READ THE TERMS AND CONDITIONS IN THEIR ENTIRETY, INCLUDING ANY AND ALL RELATED LINKS; (2) YOU ACKNOWLEDGE THAT YOU HAVE ENROLLED WITH GP ACADEMY SOLELY FOR EXAM PREPARATION AND NOT AT THE DIRECTION OF OR FOR THE BENEFIT OF ANY TEST PREPARATION COMPETITOR; (3) YOU UNDERSTAND THAT GP ACADEMY SERVICES DO NOT GUARANTEE SUCCESS IN ANY EXAMS (4) YOU HAVE READ AND AGREE TO MAINTAIN THE MINIMUM HARDWARE SPECIFICATIONS REQUIRED TO ACCESS YOUR COURSE (5) YOU AUTHORISE GP ACADEMY REPRESENTATIVES TO CHARGE YOUR CREDIT OR DEBIT CARD IN ACCORDANCE WITH THE AMOUNTS AND SCHEDULE EMAILED TO YOU UNTIL COURSE PAYMENT IS COMPLETE; (6) YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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5 October 2023