

User Agreement

General Practice Academy of Australia

Subscriptions and registrations at General Practice Academy of Australia ("GP Academy")

TERMS & CONDITIONS

Your purchase or use of products and services (including "Courses", "Programs", "Packages" or "Hubs", here on referred to collectively as "Courses") offered by GP Academy and use of www.gpacademy.com.au and www.gpacademylearning.com.au (the "Site") as well as our exclusive services which extend into other domains (such as Zoom) 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 Enrolment

GP Academy AKT/KFP and CCE registration options 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 enrol 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 organisations to access the Courses and contents of our website is strictly prohibited.

The GP Academy Clinical Refresher offers subscription based access to our General Practice medical education Learning Materials and is not intended to be used for RACGP Fellowship Exam preparation.

Re-registration and Discounts

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

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

A CCE Program registrant is eligible for a 20% discount on their second or other subsequent CCE Program registration, subject to the following condition:

- You must have completed any CCE Preparation enrolment with GP Academy prior to the new registration.

Discount codes must be requested before registration and applied at the time of registration on the final payment stage of the online enrolment portal. Candidates provide confirmation that all applicable returning candidate discounts or credits in holding have been procured in advance of payment. GP Academy is unable to apply a discount or process a discount code after registration.

No returning discount is available for subscriptions into the GP Academy Clinical Refresher.

Course Cancellations

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

If, for any reason, you are unsatisfied or unable to continue the Comprehensive or 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 enrolment, 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 enrolment. After this period, cancellations, transfers, or deferrals will not be accepted.

- Written Exams Academy Package:

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

- Written notice of your cancellation must be received via email no later than one week (7 days) after enrolment. 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 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 via email no later than three weeks (21 days) after enrolment. 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 via email no later than one week (7 days) after enrolment. After this period, cancellations, transfers, or deferrals will not be accepted.

- CCE Academy Package (Student Portal access):

If, for any reason, you are unsatisfied or unable to continue with the CCE Academy Package after registration, you are entitled to a 90% refund of your total registration fee. The following condition applies:

- Written notice of your cancellation must be received via email no later than one week (7 days) after enrolment. After this period, cancellations, transfers, or deferrals will not be accepted.

- CCE Academy Package (Private Tuition):

If, for any reason, you wish to discontinue your booked CCE Private Tuition after the first session has been held, you will be eligible for a refund of the remaining balance of your private tutoring fee after the hourly cost for your first session has been deducted. The following conditions apply:

- Written notice of your cancellation must be received via email after your first Private Tutoring Session, and prior to your second Private Tutoring Session. After this period, cancellations, or deferrals will not be accepted.

Should you request an alternative tutor following the first session with the first Tutor allocated to your booking, GP Academy will make reasonable efforts to accommodate your request subject to tutor availability.

You are solely responsible for scheduling all Private Tutoring Sessions directly with the assigned tutor. GP Academy has no involvement in the scheduling process and takes no responsibility for missed sessions. Any missed sessions must be made up at a convenient time agreed upon by both you, and your assigned Tutor.

- Clinical Refresher:

If, for any reason, you are unsatisfied or unable to continue the Clinical Refresher 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 three weeks (21 days) after enrolment. After this period, cancellations, transfers, or deferrals will not be accepted.

Learning Materials

GP Academy reserves the right to make alterations to the inclusions and timings associated with any scheduled release of Materials, communicated through the relevant Study Guide, announcement, email, or other avenue addressed/distributed to the relevant users.

The Materials are designed for online/embedded use in "read-only" format. The Materials must not be saved, printed, downloaded, shared, or otherwise distributed. Access to Learning Materials is terminated automatically following the scheduled conclusion of any registration or subscription period.

Schedules for Live.Online Sessions (Written Courses) and Tutorials (CCE Programs) may occasionally change or be cancelled. GP Academy will notify the relevant users of any changes or cancellations.

The scheduled opening and closing dates of upcoming and current registrations are subject to change at the discretion of GP Academy.

Technical Requirements

You are responsible for meeting and maintaining the minimum technical requirements associated with accessing/utilising your GP Academy registration or subscription. This includes, but is not limited to, having a working computer or similar device, sufficient internet connection, and the necessary skills to properly use these resources.

GP Academy Materials for GP Academy Users Only

All GP Academy content, including Learning Materials, webinars, and recordings is for your personal use only. It must not be shared, resold, auctioned, or transferred to another person in any manner.

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

Copyright and Non-Duplication

Content is protected by copyright law. Without GP Academy's authorisation, registrants 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 of access and termination of enrolment;

- 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. Wilful infringement of copyrighted works may result in significant fines.

Code of Conduct

As part of GP Academy's commitment to registrant's success, we aim to provide an optimal learning environment and expect registrants to conduct themselves in a considerate manner towards others. Failure to meet this conduct standards may result in disciplinary actions, including but not limited to:

- Immediate removal of access and termination of enrolment;
- Forfeiture of tuition paid and any refund due for any unused portion of the Course; and
- Exclusion from enrolling in any future GP Academy Courses.

Inappropriate conduct includes, but is not limited to:

- Disruptions to collaborative learning environments (such as Zoom webinars, or CCE Private Tuition Sessions) (e.g. use of profanity, harassment, etc.);
- Deliberate destruction, misuse, or theft of GP Academy property or the property of fellow registrants;
- Violence or threats of violence toward persons or property of other registrants or GP Academy staff;
- Failure to comply with federal copyright and criminal laws prohibiting the misappropriation, copying, distribution, 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 users. This Privacy Policy outlines how we collect, use, disclose, and protect 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 or submitted to GP Academy directly by 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 means 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), our customers, or third parties.
- 5.4. In some instances, personal information may be stored, processed, or transferred to parties located outside Australia. 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.
- 5.7. 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.

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 unauthorised 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 unauthorised 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 to pursue amendment.
- 7.2. We reserve the right to refuse your request for personal information in certain circumstances

specified by the Privacy Act 1988 (Cth).

8. Complaints

8.1. If you have any complaints regarding our privacy practices, please contact us in writing 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, 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 analyse website usage and improve our services.

10.2. We may utilise 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 analyse 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

11.1. During your Course with GP Academy, we may contact you for feedback, photograph you, or record your scheduled webinars. By participating in the Course, you agree that GP Academy may use these materials for promotional or educational purposes. The recorded materials may also be used for teaching purposes at other GP Academy educational events.

11.2. Any photographs, documents or other materials submitted to GP Academy as part of competitions or special events, as well as those created collaboratively with us for the purpose of publication through our platforms, become GP Academy intellectual property. These may be subject to editing and distribution internally and externally at our discretion.

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:

- YOU HAVE READ THE TERMS AND CONDITIONS IN THEIR ENTIRETY, INCLUDING ANY AND ALL RELATED LINKS;
- YOU ACKNOWLEDGE THAT YOU HAVE NOT ENROLLED WITH GP ACADEMY AT THE DIRECTION OF, OR FOR THE BENEFIT OF, ANY DIRECT COMPETITOR;
- YOU UNDERSTAND THAT GP ACADEMY SERVICES DO NOT GUARANTEE SUCCESS IN ANY EXAMS;

- YOU HAVE READ AND AGREE TO MAINTAIN THE MINIMUM HARDWARE SPECIFICATIONS REQUIRED TO ACCESS YOUR COURSE;
- YOU AUTHORISE GP ACADEMY REPRESENTATIVES TO CHARGE YOUR CREDIT OR DEBIT CARD IN ACCORDANCE WITH THE AMOUNT SPECIFIED AND ASSOCIATED WITH YOUR CHOSEN REGISTRATION; AND
- YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

16 October, 2024