

Terms and Conditions for use of the My Nursing Future Website

Thank you for using My Nursing Future Website (**the Website**).

Australian Primary Health Care Nurses Association Inc (**APNA, we, us or our**), of Level 2, 159 Dorcas Street, South Melbourne, Victoria 3205, is the owner and operator of the Website.

Please read through the following terms and conditions (**Terms**). The Terms will form an agreement between you and APNA which will govern your use of the Website.

By accessing the Website, you acknowledge and confirm that you have read and understood these Terms, and you agree to comply with these Terms.

Failure to comply with these Terms may result in termination, suspension or restriction of your access to the Website without notice.

If you disagree with any of these Terms, please do not use the Website.

Privacy

1. Our privacy policy forms part of these Terms. Our privacy policy can be found here: [\[MyNursingFuture.com.au/Privacy_policy\]](https://MyNursingFuture.com.au/Privacy_policy).
2. You warrant that you have obtained the consent of any third person whose personal information you provide through the Website.

Intellectual property

3. Unless expressly stated otherwise, we are the sole owner of all the copyright, trade marks, trade names, patents and other intellectual property rights created, developed, subsisting or used in or in connection with the Website, whether or not you contribute to such material.
4. Except to the extent permitted by the '**Limited Licence**' in these Terms below, or as required under law, the Website must not be accessed, used, republished, reproduced, copied, sold, modified, or otherwise exploited (in full or in part), without our express written consent.

Limited Licence

5. We grant you a limited, revocable, and non-exclusive licence to access and use the Website (**Limited Licence**). The rights granted to you by the Limited Licence are personal, and are intended to allow you to access and use the Website for the purposes of obtaining general advice, support and guidance. You must not access or use the Website for any other purpose, including commercial purposes.

Use of the Website and third party links

6. You must not make any part of the Website available as part of another application or website in any manner without our express written consent.
7. We may provide links to information from third party applications or websites through the Website. Users of the Website are responsible for assessing the relevance and accuracy of its content including any information provided by third parties.
8. We do not endorse the content of any third party links in the Website, nor do we claim that information provided by any such third parties is accurate. You may contact us if you believe the Website contains materials or links that you believe are inappropriate.
9. Linked third party applications or websites may have their own terms and conditions of use, and you should familiarise yourself with those terms and conditions when using such third party applications or websites.

10. We are in no way responsible nor liable for the content of such third party applications or websites.

Limitation of Liability

11. Although we make every effort to ensure that the content of the Website is accurate and up to date, we do not make any warranties or representations regarding the quality or accuracy of information provided through the Website.
12. The Website must be used for information purposes only. The Website allows you to obtain general advice, support and guidance only. Any information obtained by the 'self-assessment' tool is not a formal qualification and does not enable you to dictate your discipline of nursing but to simply understand what level you practice is at. You must still abide by the NMBA guidelines and AHPRA requirements. Such information is provided 'as is' without warranty of any kind, express or implied, to the extent permitted by law.
13. For the avoidance of doubt, our use of the term 'advanced practice' on the Website relates to the 'advanced practice nurse' and does not relate to the NMBA protected definitions 'advanced practice nursing' or 'advanced nursing practice'. Advanced practice nurse is the experience, education and knowledge to practice at the full capacity of the registered nurse practice scope. It is a level and type of clinical practice that involves cognitive and practical integration of knowledge and skills from the clinical, health systems, education and research domain of the discipline and positions the advanced practice nurse as a leader in nursing and health care. Practice at this level is enabled through master level education or equivalent.
14. To the extent permitted by law, we are not responsible for and you release us from all liability (including in negligence) in respect of any losses, damages, injury to property or person, and costs incurred or suffered directly or indirectly in connection with your use of Website or in connection with any information contained in the Website.
15. We are not responsible for the deletion or otherwise unavailability of information or functionality contained in or accessed through the Website.

Changes to the Website

16. We may from time to time amend or update the content or functionality of the Website. We may do so at any time in our absolute discretion and without prior written notice to you. We will notify you of any such amendments or updates through the Website.

Updates to these Terms

17. We may from time to time amend or update these Terms at any time by publishing new Terms on the Website. You are bound by any such new Terms. We will notify you of any such amendments or updates through the Website.

Miscellaneous

18. Any provision of these Terms which is found to be invalid or unenforceable must be read down, if possible, so far as to be valid and enforceable, and if that is not possible, the provision must, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms.
19. These Terms are governed by the laws of the State of Victoria, and each party submits to the exclusive jurisdiction of the courts of the State of Victoria.
20. If you access or use the Website in the capacity of an authorised representative of another person or entity, you acknowledge and agree that you are legally authorised to bind that other person or entity to these Terms.