

**Immunisation Advisory Centre (IMAC)
WEBSITE/LMS TERMS AND CONDITIONS**

1 Introduction

The Immunisation Advisory Centre (**IMAC**) is a business unit within Auckland UniServices Limited. UniServices is the wholly owned subsidiary of the University of Auckland.

IMAC is funded by the Ministry of Health to provide:

- New Zealanders with independent, factual information about vaccine-preventable diseases and the benefits and risks of immunisation;
- training for health professionals;
- national immunisation coordination; and
- immunisation policy advice and research.

As part of this work, we offer professional development opportunities to the vaccinator workforce through events, face-to-face training and e-learning courses. More information about the courses and other services we offer can be found here: www.immune.org.nz.

2 Application of these Terms and Conditions

These Terms and Conditions apply generally to your use of our Websites and Services. By accessing and using any of our Websites, you agree:

- a to these Terms and Conditions;
- b that when you create an account with us through one of our Websites, the additional terms set out in these Terms and Conditions in respect of our Services apply to your account and any Services for which you may wish to enrol; and
- c to IMAC's collection, use, storage and discloses of your personal information as set out in our Privacy Policy.

3 Changes to these Terms and Conditions

From time to time, we review and may make changes to our Terms and Conditions. Changes are uploaded to the Website and take effect from that date.

It is your responsibility to ensure that you are aware of the most recent version of these Terms and Conditions.

These Terms and Conditions were last updated on **18 May 2021**.

4 Definitions

- a **DHB** means a District Health Board.
- b **IMAC** means the Immunisation Advisory Centre, a UniServices Business Unit, primarily located at Building 507, 22–30 Park Avenue, Grafton, Auckland, New Zealand.
- c **IMAC Content** has the meaning given in clause 9b.
- d **intellectual property rights** means any and all rights to and interests in or protecting (anywhere in the world) any industrial or intellectual property of any kind, including copyright, trade marks, design rights, patents (or similar), all rights relating to know-how, confidential information, names, brands, inventions, discoveries, works, data, databases, designs and circuit layouts.

- e **objectionable** includes being objectionable, defamatory, obscene, harassing, threatening, potentially harmful, or potentially unlawful in any way.
- f **personal information** has the meaning given under the Privacy Act. Generally, it means information about an identifiable individual.
- g **Privacy Policy** means this *Immunisation Advisory Centre Privacy Policy*, as updated from time to time.
- h **Services** means our courses that we provide and which include an online component. Details of these can be found on our Websites.
- i **UniServices** means Auckland UniServices Limited, a New Zealand company of Level 10, 49 Symonds Street, Auckland, company number 373821.
- j **University** means the University of Auckland, a body corporate established under the University of Auckland Act 1961 and the Education Act 1989, of 22 Princes Street, Auckland, New Zealand.
- k **User Content** means content, data and information (including any personal information) uploaded by you via our Websites or submitted using our Services.
- l **Websites** include www.immune.org.nz, www.fightflu.co.nz, www.influenza.org.nz and lms.immune.org.nz.

5 IMAC and our Services

The Immunisation Advisory Centre (IMAC) provides a range of learning opportunities for health professionals. This includes vaccinator foundation courses (formerly known as vaccinator training courses) and the required two-yearly updates. Other courses cover disease, vaccine and administration topics. Some courses are online only, while others include tutorial-based sessions.

All bookings, assessments and certificates are managed through our online learning platform, IMAC Learning. After logging in to your account or creating a new user account (if new to our system) on IMAC Learning, you can browse the catalogue, register and pay for courses.

We take all care to provide vaccinator development and training and other Services that help us to meet New Zealand's health needs and our commitments to the Ministry of Health. However, you are responsible for ensuring that our Services meet your needs. We do not warrant or guarantee that any of our Services will meet your particular needs or ensure your suitability for any particular employment.

Our Services are intended for health practitioners (or trainees) intending to practise in New Zealand. Some of our Services have prerequisites, and for some of our Services we may prioritise enrolments where there is a public health need to do so. We do not warrant or guarantee that you will be able to enrol in any particular Service.

For more information on our Services, see www.immune.org.nz.

6 Registration and payment for Services

All Services must be booked and paid for online by credit card or debit card (MasterCard or Visa) at the time of enrolment. Once you have finalised your purchase, you will be taken to a secure payment site, and upon payment a receipt will be emailed to you.

7 Cancellation policy

- a If you are unable to attend your course, please contact IMAC at **imacadmin@auckland.ac.nz**. We will use reasonable efforts to transfer your booking (if adequate notice is given) but we are not able to offer

refunds. Please refer to the Education page at www.immune.org.nz for any extra courses that may have been added during the year.

- b From time to time we may need to change the dates and times of scheduled Services. We will use reasonable efforts to update the relevant Website with any such changes. If we cancel, or change the date and time of, a scheduled Service for which you have already enrolled and paid, you may choose to:
 - i transfer your payment to any replacement scheduled Service;
 - ii request a credit, which you may apply towards any other available Service (subject to prerequisites and other criteria for enrolment); or
 - iii request a refund.

Note that your entitlement to a transfer, credit or refund does not apply where we have suspended or terminated your access under clause 12.

8 Conditions of access

In using our Websites and Services, you must:

- a provide true, complete and up-to-date information in your dealings with us (and promptly update us with any changes);
- b not act in a way (e.g. by introducing any virus or similar, or by facilitating a denial of service attack) that in any way compromises, or may compromise, the Websites, the Services or any underlying systems;
- c access the Websites and Services via standard web browsers only and not by any other method (e.g. by scraping or use of a spider, automation or any similar data extraction method); and
- d not submit any User Content which is objectionable or infringes any third party rights (including rights of privacy or intellectual property rights).

9 Intellectual property

UniServices owns all intellectual property rights in:

- a the Websites and Services;
- b any information and content made available as part of those Websites and Services (whether made available in electronic or hard copy) (**IMAC Content**);
- c any underlying software and other systems supporting the Websites and Services;
- d any feedback you provide to us about the Websites and Services, and any modifications we may make as a result of your feedback; and
- e except as set out in clause 10, any User Content.

We grant you a non-exclusive, revocable licence to use the IMAC Content provided to you as part of a Service strictly for the purpose for which it is provided. You must not copy (except to the extent reasonably required to fulfil this purpose), issue copies of (whether by sale or otherwise), perform, play, show, communicate, or make an adaptation of that or any other IMAC Content without our consent.

10 User Content

- a You retain any intellectual property rights in any User Content that you submit for the purposes of course learning and/or evaluation for any Service in which you are enrolled. You grant us a worldwide, non-exclusive licence to

use such User Content for the purposes of providing and improving our Services.

- b Clause 9 does not affect your rights to your personal information, as set out in our Privacy Policy.

11 Exclusions of liability

- a Except to the extent set out otherwise in these Terms and Conditions, or to the extent required by law (including under any consumer protection legislation), we are not liable to you for any loss under or in connection with these Terms and Conditions, the Websites or the Services, including any loss you may suffer as a result of any inability to access the Websites or Services.
- b Our maximum total liability to you where we are not able to exclude our liability is an amount equal to the amount you have paid to us for your access to the applicable Service, or, in any other case, \$100.

12 Termination and suspension

- a In addition to any other right or remedy we may have at law, if we consider that you have breached these Terms and Conditions, we may immediately, and without notice, suspend or terminate your access to the Websites and/or Services.
- b No compensation is payable by us to you as a result of any suspension or termination of such access.

13 General

- a These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand and you and we agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- b You must not assign or otherwise transfer your rights under these Terms and Conditions to any other person.
- c No waiver by UniServices of any right under these Terms and Conditions is effective unless in writing and signed by an authorised representative.
- d You and UniServices are independent contracting parties. No other relationship (including joint venture, employment, agency, trust or partnership) exists between us under these Terms and Conditions.
- e UniServices does not act as an agent of any DHB or other organisation with which you may be affiliated. Any concerns you may have in connection with any appointment (including any failure to secure any appointment) with any DHB or other organisation is a matter solely between you and that organisation.
- f If any provision of these Terms and Conditions is or becomes invalid, unenforceable or illegal, the provision is deemed to be modified to the extent required to remedy the invalidity, unenforceability or illegality.