

Terms of Use – HealthPathways

The following site domains are operated by Streamliners NZ Limited ("We") for the HealthPathways Community:

- *.communityhealthpathways.org
- *.hospitalhealthpathways.org
- *.hospitalhealthpathways.org.nz
- *.healthpathwayscommunity.org
- *.healthpathways.org.nz
- *.healthpathways.org.au

To contact us, please email info@healthpathwayscommunity.org.

By using our site you accept these terms

By using any site on one of our domains, you confirm that you accept the terms of this policy and that you agree to comply with them. "You" and "Your" means any individual or entity accessing or using the site. If we have separately agreed that you are an agreed content contributor to HealthPathways ("Contributor"), you may have additional rights to use our site.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Use of Cookies Policy, which sets out information about the cookies on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use a site on our domains, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 25 October 2017.

We may make regular changes to our site

We may update and change our site frequently to reflect changes to our users' needs.

Availability of site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Although every effort is made to keep the website up and running smoothly, due to the nature of the Internet and the technology involved, we take no responsibility for and will not be liable for the website being temporarily unavailable or for any loss or damage suffered as a result of the use of or access to, or inability to use or access this website. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You must keep account details safe

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential.

We have the right to change the user name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion the credentials have become known to a party who has failed to comply with any of the provisions of these terms of use.

If you know or suspect that your region's user name and password have been shared inappropriately, you must promptly notify us at info@healthpathwayscommunity.org.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site that have been made available to your region for your own use and you may draw the attention of others within your organisation to content posted on our site. Contributors may copy and paste extracts from any page(s) from our site solely for the purpose of preparing revised content for consideration for inclusion in HealthPathways.

Except as expressly stated in these terms, no content in this website may be reproduced or transmitted in any form or by any means, electronic, mechanical, recording, or otherwise, without our prior written approval. For

information on obtaining permission for reproduction or transmission of the content please contact info@healthpathwayscommunity.org.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Disclaimer

This site is only intended for use by health professionals

This website and the material on it, including but not limited to, all content, articles, text, graphics, images, pathways, and publications (material) is designed and offered for use by health professionals practising within their vocational scope, and is for general information purposes only. This website is not for access or use by consumers, patients, or people who are not health professionals.

Please be aware that this website may contain health or medically-related materials, including information that some people may find offensive.

Do not rely on information on this site

The material is for use by health professionals as a guide only, and does not replace clinical decision making. The material is not designed to be, and is not a substitute for, specific medical or related advice or opinion, and should not be taken as such. We are not responsible to you, or anyone else, for any loss suffered in connection with the use of this website or the material on it.

Pathways that have not yet been localised for your region's website are clearly marked as such. These pathways may contain useful information, but please use your judgement as to the appropriateness of this information in your region.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

While the editorial process is designed to ensure accuracy, all information should be verified. If you notice any incorrect information, please send feedback.

Information about health providers on this website does not constitute a recommendation or endorsement of their services. The use of any listed providers is undertaken at the user's own risk. The list of providers on this website may not be comprehensive. You may suggest a change to the provider information on this website by sending feedback.

We make no representations or warranties of any kind, express or implied about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services or related graphics contained on the website for any purpose. Any reliance you place on such material is therefore strictly at your own risk.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our use of third party content

Streamliners and the HealthPathways Community have made every effort to contact copyright holders of content that originated outside the HealthPathways Community. We would be grateful to receive any new information which comes to light regarding any item we have included and apologise for any inadvertent omissions. Please send any copyright queries to copyright@streamliners.co.nz. If we or our clinical editors have unintentionally overlooked copyright, we will be pleased to negotiate the relevant fees and permissions, or if necessary, take down the relevant item from this site.

Our responsibility for loss or damage suffered by you

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it. We accept no liability for any false, inaccurate, inappropriate or incomplete information presented on the website. We do not accept any liability for any injury, loss or damage incurred by use of or reliance on the information provided on this website.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or

- any indirect or consequential loss or damage.

Rights you are giving us to use material you upload

Without derogating from any other terms agreed between us and any health organisation that has employed or engaged you to produce or generate content, if any content you upload or post to our site is not owned by us or validly licenced to us by the relevant health organisation that has employed or engaged you, you grant us a perpetual, worldwide, royalty-free, transferable licence to:

- use and adapt the content as part of HealthPathways and
- redistribute the content to other health organisations to be used across the HealthPathways Community.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to any page on our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site without permission.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@healthpathwayscommunity.org.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of the State of New South Wales. We both agree to submit to the non-exclusive jurisdiction of the courts of the state of New South Wales and the courts of New Zealand.

Our trade marks are registered

Streamliners is a New Zealand registered trade mark of Streamliners NZ Ltd. HealthPathways and HealthPathways Community are New Zealand, Australia, United Kingdom, and the EU registered trade marks of Canterbury District Health Board. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under 'How you may use material on our site'.