

National Critical Care and Trauma Response Centre

Terms of Access and Use – AUSMAT Database

1. Acceptance of Terms

By submitting a Registration Application to a Participating Jurisdiction or clicking “Agree” <https://webeoc.ncctrc.com.au/VolunteerPortal/#/register>, whichever occurs first, you acknowledge and agree that you:

- (a) have read and understood these Terms; and
- (b) are legally bound by these Terms.

2. Definitions and Interpretation

2.1 Definitions

In these Terms, unless the contrary intention appears:

- (a) **Account** means your account in the Database which:
 - (i) is accessible by using the username and password which is allocated as part of your Registration Application (the password may be reset from time to time); and
 - (ii) gives you limited rights to access and use the Database.
- (b) **AUSMAT** means the Australian Medical Assistance Teams.
- (c) **Data** means all data, information (including Personal Information) and materials in the Database, including those contained in your Registration Application or that you subsequently provide or create in connection with accessing and using the Database.
- (d) **Database** means the group of systems established by the NCCTRC that:
 - (i) allows for medical and non-medical personnel to register their interest in Deployments; and
 - (ii) creates a forum for us to share relevant information (including Personal Information) with Participating Jurisdictions and Third Parties in order to facilitate Deployments and for related purposes connected to our functions and activities.
- (e) **Deployments** means national and international AUSMAT deployments to disaster events.
- (f) **Intellectual Property Rights** means all intellectual property rights including:
 - (i) copyright, patents, trade marks, designs, semi-conductor or circuit layout rights, trade names, whether registered or unregistered, and other protected rights, or related rights, existing worldwide; and
 - (ii) any licence, consent, application or right, to use or grant the use of, or apply for the registration or renewal of, any of the rights referred to in the subparagraph above.

- (g) **Law** includes common law, principles of equity, statutes, regulations, constitutional provisions, treaties, decrees, conventions, proclamations, ordinances, by-laws, ministerial declarations or the like, rules, regulatory principles and requirements, licensing requirements or conditions, rules (whether statutory or not) of any relevant industry body, codes of conduct (whether mandatory or adopted by the NCCTRC or any Participating Jurisdiction), writs, orders, injunctions, judgements and generally accepted accounting principles, whether in Australia, the Northern Territory or any other relevant jurisdiction.
- (h) **NCCTRC** means the Northern Territory of Australia, care of the National Critical Care and Trauma Response Centre (ABN 84 085 734 992), a unit of the Department of Health, of The Northern Territory of Australia. In these Terms, **we**, **us** and **our** means the NCCTRC.
- (i) **Participant** means a person who has had their Registration Application approved.
- (j) **Participating Jurisdiction** means the Commonwealth of Australia and a state or territory within the Commonwealth of Australia with authorisation from the NCCTRC to access and use the Database including the Australian Capital Territory, New South Wales, Northern Territory, South Australia, Queensland, Victoria and Western Australia.
- (k) **Personal Information** has the meaning given to it in the Privacy Policy.
- (l) **Privacy Policy** means our privacy policy for the Database, available on the AUSMAT website at:
[please substitute with correct link]
- (m) **Registration Application** means an application that you submit to a Participating Jurisdiction through the Database portal, requesting your registration on the Database as a Participant.
- (n) **Terms** means these Terms of Access and Use which govern your access to, and use of, the Database, as amended from time to time.
- (o) **Third Party** means a non-government organisation or other entity that has been granted access to the Database and/or the Data, by us.
- (p) **Virus** means any computer program, code, software virus, malware, spyware, botnet, rootkit tool, advanced persistent threat, denial of service attack, supply chain attack, data leakage, worm, device, product or component, trojan horse, lock, time bomb or other code that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of the Database or any other IT network, equipment or facilities, or which:
 - (i) is harmful to, or may infect or adversely affect the operation of; or
 - (ii) enables or could enable unauthorised access to, the Database, any Data or any other IT network, equipment or facilities.
- (q) **You or you** means the person accepting these Terms.

2.2 Interpretation

In these Terms, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include all other genders;

- (c) "person" includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity, including an individual, corporation, partnership, any unincorporated body of persons and any government entity;
- (d) a reference to a law is a reference to that law as amended, re-enacted or replaced, and includes any subordinate law issued under it;
- (e) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (f) words such as for example, includes or including are not words of limitation;
- (g) headings and sub-headings have been included for ease of reference only and these Terms are not to be construed or interpreted by reference to such headings or sub-headings; and
- (h) these Terms will not be construed to our disadvantage because we were responsible for their preparation.

3. Registration Application and Account

- (a) In order to create an Account, you must complete and submit your Registration Application.
- (b) On creation of your Account:
 - (i) Personal Information provided as part of your Registration Application will be accessed, collected, corrected, disclosed, held and used in accordance with the Privacy Policy; and
 - (ii) you will be prompted to enter additional Personal Information, or update existing Personal Information, within the Database for Deployments or other activities.
- (c) In order to be eligible for Deployments and other activities, you must satisfy all of the AUSMAT requirements and update existing Personal Information within the Database, as reasonably required from time to time. The eligibility requirements may include peer review of performance and capabilities, psychological testing, vaccinations, provision of certain Personal Information and completion of other tests by us or on our behalf.
- (d) The acceptance of your Registration Application, the creation of an Account, or your satisfaction of any particular eligibility requirements set by us from time to time does not provide you with any assurance, entitlement, guarantee or right of selection for any Deployment or other AUSMAT activity.
- (e) Your maintenance of an Account does not, of itself, create any employee or contractor relationship between us.

4. Right to Use Database

- (a) Subject to these Terms, you may access and use the Database:
 - (i) to submit your Registration Application;
 - (ii) if an Account is created for you, to enter further information, or correct existing information (including Personal Information) about yourself; and

- (iii) to access and view any of the Data that is made available to you on the Database.
- (b) You agree that you will only access and use the Database for the purposes set out in clause 4(a) above.
- (c) You are responsible for providing your own computer or mobile device which is capable of accessing the Database.
- (d) Nothing in these Terms obliges us to provide you with any information technology equipment, facilities or support. If you encounter any issues when accessing or using the Database, these should be referred to the contact person within your relevant Participating Jurisdiction.

5. Your obligations

You must:

- (a) only submit one (1) Registration Application;
- (b) ensure that your Personal Information on the Database remains up-to-date and accurate at all times;
- (c) not submit any further Registration Application, if you have been previously deregistered from the Database;
- (d) not submit a Registration Application, access or use the Database if you are under eighteen (18) years of age;
- (e) not copy, download, print, publish or reproduce any of the Data that is made available to you on the Database;
- (f) not provide NCCTRC with any false or misleading information;
- (g) not share or allow anyone else to:
 - (i) use your username or password;
 - (ii) access your Account; or
 - (iii) do, or omit to do, anything else that might threaten the integrity or security of the Database;
- (h) keep your username and password secure and immediately notify the NCCTRC of any actual or suspected loss, misuse or unauthorised access of your username or password;
- (i) not access or use the Database in a manner which:
 - (i) introduces any Virus into the Database or any of our network, equipment or facilities which are required to supply the Database;
 - (ii) breaches any Laws, infringes another person's rights (including their Intellectual Property Rights), or causes us to do so;
 - (iii) exposes us to liability;
 - (iv) damages, interferes with or interrupts the Database, or any network, equipment or facilities required to supply the Database;
 - (v) transmits, publishes or communicates material which is abusive, defamatory, indecent, menacing, offensive or unsolicited; or

- (vi) procures access to Data or any part of the Database which you are not authorised to access; and
- (j) only access and use the Data and Database in accordance with these Terms.

6. Cancellation or Suspension of Access to Database and Deployments

- (a) You acknowledge and agree that, without limiting any of our other rights or remedies, we may:
 - (i) cancel or suspend your access to the Database:
 - (A) if you breach these Terms;
 - (B) if you are deregistered from the Database;
 - (C) if we cease to own and/or operate the Database;
 - (D) if we need to perform any emergency or scheduled maintenance on the Database; or
 - (E) for other reasons that we may determine in our reasonable discretion;
 - (ii) amend the details recorded in your Account to note that you are ineligible to be considered for any Deployments or other activities:
 - (A) if you fail to satisfy any of our eligibility requirements from time to time;
 - (B) you become unsuitable to engage in any Deployments, including due to a breach of these Terms; or
 - (C) for other reasons that we may determine in our reasonable discretion.
- (b) You may, at any time, cancel your Account by giving us notice (using the “permanently remove” function on the Database).
- (c) If your access is suspended, you will not be able to access and use the Database until we lift your suspension.
- (d) If your access is cancelled (whether by us under clause 6(a)(i) or by your own initiative under clause 6(b)), your Account will be deregistered and:
 - (i) you will no longer be able to access or use the Data or Database; and
 - (ii) your Personal Information will be archived in the our Database records and subsequently deleted when we no longer require it, in accordance with the Privacy Policy.

7. Ownership of Database and Data

- (a) You acknowledge and agree that the Database is owned and operated by the NCCTRC.
- (b) You agree that you have no rights in or to the Database, other than a right to access and use the Database subject to these Terms. All Intellectual Property Rights in the Database are either owned or licensed by us.
- (c) You agree that you do not have or obtain any Intellectual Property Rights in or to the Database or any Data whenever created. You agree to assign to us any Intellectual Property Rights you may have in any Data (excluding any Personal Information)

contained in your Registration Application or that you otherwise provide or create, in connection with your access and use of the Database.

8. Privacy

- (a) Any Personal Information will be accessible, collected, disclosed, held, used, and stored in accordance with our Privacy Policy.
- (b) You acknowledge and agree that:
 - (i) we have provided you with a reasonable opportunity to review and familiarise yourself with our Privacy Policy; and
 - (ii) by submitting a Registration Application or clicking “Agree” on <https://webeoc.ncctrc.com.au/VolunteerPortal/#/register> you are consenting to your personal information being accessed, collected, disclosed, held, managed and stored in accordance with the Privacy Policy.

9. Liability Exclusions, Risk and Indemnity

9.1 No warranty

You acknowledge and agree that:

- (a) all warranties, representations, assurances and conditions are excluded and negated to the maximum extent permissible at Law;
- (b) you have not relied upon the skill and judgement of NCCTRC or its officers, employees and agents nor have you relied upon any opinion or other statement concerning the Database which may have been expressed or made by us or our officers, employees and agents;
- (c) you have relied upon your own skill, expertise and judgment in determining whether to access and use the Database and whether or not to accept these Terms;
- (d) except to the extent prohibited by Law or where the loss is caused by our wilful misconduct, fraud or gross negligence, we are not liable for any loss or damage which is or may be suffered (including direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss of opportunity, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) as a result of, in connection with, or incidental to, your access and use of, or your inability to access and use, the Database.
- (e) if we cannot legally exclude our liability for a breach of these Terms, our liability is limited to re-supplying access to the Database, supplying access to an equivalent database or paying the cost of supplying either of them, to the extent we are legally permitted to do so; and
- (f) without limiting anything in this clause 9.1, the NCCTRC does not provide any warranties that access to the Database will be available at all times, delay and error free, secure, or free from Viruses; and
- (g) the acknowledgements, agreements and exclusions of warranties contained in this clause 9.1 shall remain in force, including after the cancellation or deregistration of your Account.

9.2 Risk

- (a) Your access and use of the Database is at your own risk.
- (b) To the extent permitted by Law, the NCCTRC accepts no responsibility or liability for any interactions and/or transactions conducted between you and any Third Parties (including Participating Jurisdictions) via or in connection with your use of the Database.

9.3 Indemnity

Except where the loss is caused or contributed to by us (including by our wilful misconduct, fraud or gross negligence), you agree to indemnify us for any loss (including reasonable legal costs and expenses), damage, claims, liabilities, costs and proceedings that we incur or suffer as a result of your breach of these Terms.

10. Amendments to these Terms

- (a) The NCCTRC may modify these Terms from time to time. All changes are effective from the time and date they are made and displayed on the Database. Your continued access to, and use of, the Database will constitute your acceptance of the amendments to the Terms, so we strongly encourage you to review these Terms each time you access and use the Database.
- (b) If you do not agree to these Terms, you should notify us and cease using the Database.

11. General

11.1 Governing Law and Jurisdiction

These Terms are governed by and construed according to the laws in force in the Northern Territory of Australia, and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Northern Territory of Australia in Darwin in respect of all matters arising under these Terms.

11.2 Public Announcements

You will not issue or make statements or comments to the public, the press or other persons or authorise a person to do those things, regarding these Terms or matters arising in relation to them, without our consent.

11.3 Severability

If any part of these Terms is void or voidable, then that part is severed from these Terms without affecting the continued operation of the remainder of these Terms.

11.4 No Waiver

If we waive your breach of a provision of these Terms this shall not be taken to be a waiver in respect of any other breach. Our failure to enforce any provision of these Terms will not be interpreted as a waiver of that provision.

11.5 Contact Details

- (a) All communications and notices relating to these Terms must be directed to us by email to AUSMAT.NCCTRC@nt.gov.au

- (b) All communications and notices relating to your access and use of the Database, including any apparent faults, must be directed to your contact within the relevant Participating Jurisdiction.