

Subscriber User Terms

Effective: January 2023

Introduction

doctorportal Learning Pty Ltd, trading as 'CPD Home' is a wholly owned subsidiary of the Australian Medical Association (WA) Inc.

CPD Home is available to all non-exempt medical practitioners in Australia at www.cpdhome.org.au. It is not limited to members of the AMA.

CPD Home provides its subscribers with access to a unique Continuing Professional Development (CPD) Tracker. Your subscription to CPD Home and your use of the CPD Tracker and the material available on and through CPD Home and the CPD Tracker is subject to these Terms and Conditions. CPD Home may modify these User Terms at any time without prior notice to you.

1. Your responsibility for your password and login

- 1.1. To become a CPD Home subscriber, you must provide a password and a login name.
- 1.2. You are responsible for all activities that occur under your login name.
- 1.3. You may change your password at any time. For instructions on how to do this please refer to FAQs at: www.cpdhome.org.au
- 1.4. You may change your login name or the services attached to your registration by emailing: enquiries@cpdhome.org.au.
- 1.5. You must immediately notify CPD Home of any unauthorised use of your login name or any other breach of security known to you by emailing: enquiries@cpdhome.org.au.

2. Use of the CPD Tracker

- 2.1. The CPD Tracker has been designed to assist you as a medical professional to easily record, track and report your CPD activities. You can record any education you have completed from any education provider.
- 2.2. Where you complete accredited CPD learning activities listed in the CPD Home 'Catalogue', the CPD hours will be uploaded to your CPD record by the Certified Learning Provider on your behalf and automatically accrued to your 'My CPD Summary'.
- 2.3. The CPD Tracker does not validate the CPD hours accrued. You are responsible for validating your CPD hours against the CPD Home Program and ensuring that completed learning is relevant to your registered scope of practice.
- 2.4. Subscribers who fail to use the CPD Tracker for 120 consecutive days will be regarded as a non-subscriber and have their subscriber status amended accordingly.

3. Backup

- 3.1. You should not use the CPD Tracker as the sole repository of your CPD information.
- 3.2. You can back up the information stored in the CPD Tracker by regularly:
 - printing your Statement of Completion available on My Dashboard
 - printing a hard copy report from My CPD Reports>>View Reports>>Print. You can also print this to a PDF file
 - downloading your report from My CPD Reports>>View Reports>>Download and saving the .zip file to your personal files.

4. Personal information

- 4.1. As a CPD Home subscriber, you will be required to provide personal information including your name, phone number, email, Ahpra MED number, payment details and professional information (Your Personal Information). It is a condition of your use of the CPD Home that your Personal Information is accurate.

- 4.2. Your Personal Information will be held by CPD Home in accordance with the Privacy Policy which available at www.cpdhome.org.au.
- 4.3. Should you choose to register for learning offered by a Certified Learning Provider, you will need to provide some of your personal information directly to the provider. If you have any queries about how third-party learning providers use, disclose or store your personal information you should consult their privacy policy.

5. Remedial Amendments

- 5.1. Where a CPD Home subscriber requires remediation during a CPD Year and such activities have been agreed between the CPD Home and the subscriber, CPD Home will amend the subscriber's professional development plan to reflect the agreed remediation. This being the only circumstance in which the CPD Home can make such amendments.

6. Communications

- 6.1. As a CPD Home subscriber we will send to the email address you provide a regular newsletter highlighting matters relevant to subscribers regarding their CPD, including on occasion aggregated reporting on subscriber CPD compliance issues.
- 6.2. CPD Home subscribers have the option to unsubscribe from the newsletter, but in so doing must accept that they are limiting their access to information pertaining to their CPD.
- 6.3. CPD Home under the Criteria for AMC Accreditation of CPD Homes is required to regularly audit medical practitioners' CPD records to assess the completeness of evidence and educational quality of activities undertaken.
- 6.4. Where the audit identifies subscribers at risk of not meeting their CPD requirements for the CPD year CPD Home will reach out initially by email to them to encourage engagement and provide any required support and guidance.
- 6.5. CPD Home may also personally contact subscribers if required as per our Audit Policy to offer further support and guidance.

7. Intellectual Property

- 7.1. The CPD Tracker and underlying learning management system is owned by the AMA (WA).
- 7.2. All material made available on or through the CPD Tracker (for example, including text, images, graphics, videos, audio clips and other copyright materials, trademarks, designs and any other intellectual property rights) are proprietary to companies within the AMA (WA), AMA Ltd group, AMA states or territories, or third-party learning providers.
- 7.3. Subject to these Terms and Conditions and any terms applicable to third party content, you have a non-exclusive, non-transferable, right to use and access the CPD Tracker, the learning management system and the educational material available on or through the CPD Tracker.
- 7.4. You may not copy, duplicate, distribute, disseminate or reverse engineer any software relating to the CPD Tracker, the learning management system or use any portion of such software to provide a competing service.
- 7.5. You may only use or download education material available on or through the CPD Tracker for personal, non-commercial use. You must not:
 - modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material available on or through CPD Home or the CPD Tracker including code and software; or
 - use data mining, robots, screen scraping, or similar automated data gathering, extraction or publication tools on the CPD Tracker.

8. Third-party providers

- 8.1. The CPD Tracker contains links to websites operated by third-party providers and includes educational content provided by third parties.
- 8.2. CPD Home does not warrant or have any liability or responsibility to you or any other person for any third-party services and materials or third-party websites or for any other materials, products, or services of third-party providers.

9. No warranty

- 9.1. The CPD Tracker is provided "as is". CPD Home does not warrant that:
 - the CPD Tracker will meet your requirements;
 - access to the CPD Tracker will be uninterrupted or error-free; or
 - defects in the CPD Tracker will be corrected.
- 9.2. To the maximum extent permitted by law, CPD Home does not make any warranties, express or implied, concerning the CPD Tracker, including any implied warranties of merchantability and fitness for a particular purpose.

10. Limitation of liability

- 10.1. To the extent permitted by law, CPD Home's maximum liability to you in relation to any loss or damage incurred by you in relation to the CPD Tracker is the amount paid by you for CPD Home subscription in the previous 12 months.
- 10.2. To the extent permitted by law, CPD Home excludes all liability for indirect and consequential loss or damage, loss of profit (whether direct, indirect, anticipated or otherwise), loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill), damage to reputation and loss or corruption of data, in contract, tort (including negligence), under any statute or otherwise arising from or related in any way to your subscription to CPD Home and use of the CPD Tracker.
- 10.3. Any liability imposed by the Australian Consumer Law on CPD Home or AMA (WA) will be limited to, at CPD Home's option, either resupply of the services or the cost of the resupply of the services.

11. Other

- 11.1. Subject to any additional terms applicable to third party content, these Terms and Conditions constitute the entire agreement between you and CPD Home for use of the CPD Tracker and the material available on or through the CPD Tracker.
- 11.2. If any part of these Terms and Conditions is held to be invalid that part will be severed and the rest of these Terms and Conditions will continue to be valid and enforceable.
- 11.3. Termination of these Terms and Conditions will not end those provisions that are capable of surviving.
- 11.4. These Terms and Conditions are governed by the laws of Western Australia. You submit to the non-exclusive jurisdiction of the courts of Western Australia.

Version Tracking

Version	Date	Comments
1.0	December 2022	
1.1	February 2022	Replaced Date of Birth with Ahpra MED number.