TERMS & CONDITIONS FOR THE STUDENT

Part 1 Copyright

Part 2 Terms and Conditions for Students

Part 3 Terms and Conditions for Clients

Part 4 Our Privacy Policy

STUDENTS PLEASE NOTE:

- **THESE TERMS AND CONDITIONS ARE AVAILABLE INSIDE THE VIRTUAL CLINIC**
- **YOU WILL NEED TO DOWNLOAD AND PRINT A COPY TO BE READ AND AGREED TO BY EACH CLIENT YOU TREAT IN THE VIRTUAL CLINIC, IN ORDER FOR YOUR HOURS TO COUNT**

- **REFER TO THE FORMS BUTTON TO DOWNLOAD A COPY OF THE TERMS AND CONDITIONS**

By agreeing to the terms and conditions, l acknowledge and agree as follows:

Part 1 Copyright

COPYRIGHT © EVOLVE COLLEGE 2016

This website and the Virtual Clinic are copyright and the Moral Rights of Evolve College are asserted. Other than for the purposes of and subject to the conditions prescribed under the Copyright Act 1968, no part of this website, including without limitation the Virtual Clinic or any representations or recordings on or from the Virtual Clinic, may be reproduced, stored in a retrieval system or transmitted in any form or by any means (electronic, mechanical, photocopying, recording or otherwise) without the prior written permission of Evolve College. Enquiries should be addressed to Evolve College.

Part 2 Terms and Conditions for the Student

DISCLAIMER

Every effort has been made to ensure that this website and the Virtual Clinic are free from errors and omissions. Evolve College and its agents and employees shall accept no liability for any information posted on this website, any Student's actions as recorded by or on the Virtual Clinic or any treatment provided to any person as recorded by or on the Virtual Clinic.

RESTRICTION ON USE

The Virtual Clinic is strictly and only for use by Students in fulfilling the Virtual Clinic Purpose. The Virtual Clinic may not be used at any time for any other purpose.

PRIVACY OF CLIENTS

As a condition of use, for which Student status may be immediately revoked in the event of a breach, the privacy of each and every Client must be upheld at all times, without exception. At no time and under absolutely no circumstance may the Virtual Clinic be used to record any aspect or part of a Client undressing or dressing, or whilst undressed (if undraped). Strict compliance with the Evolve College Zero Tolerance of Inappropriate Conduct and Evolve College's Draping Policy is required at all times. All instructions provided in relation to use of the Virtual Clinic must be followed by Students at all times.

WARRANTY, GUARANTEE AND AGREEMENT BY THE STUDENT

Each Student:

a. Warrants and guarantees that he or she will only use the Virtual Clinic for the Virtual Clinic Purpose; and
b. Warrants and guarantees that he or she will at all times whilst logged into the Virtual Clinic, recording on the Virtual Clinic or performing any clinical hours in relation to their Study, comply in full with the Evolve College Student Code of Conduct (as set out in the Student Handbook) and the Zero Tolerance Policy on Inappropriate Conduct (both available for download on our website About/Policies page).

INDEMNITY BY THE STUDENT

Each Student:

a. Acknowledges and agrees that he or she will indemnify Evolve College, its agents and employees in full against any and all loss, expense, cost or damage (including pecuniary, punitive or otherwise) whatsoever and however incurred, whether now or in the future, arising directly or indirectly in any manner whatsoever out of the Student's conduct:
    a. While logged into the Virtual Clinic;
    b. During any recording using the Virtual Clinic; or
    c. Performing any treatment provided to any person in connection with the Virtual Clinic.

TERMINATION OF STUDENT STATUS

The Student acknowledges and agrees that any breach of any of these terms and conditions may, at Evolve College's discretion, lead to disciplinary proceedings including, without limitation, instant dismissal without recourse to any refund to the Student. Evolve College shall determine, at its discretion, the consequences of any apparent, alleged or actual breach.

PRIVACY POLICY

I agree to the privacy policy of Evolve College set out below.

DEFINITIONS

In these terms and conditions, the following terms have the following meanings:

Instructions means all instructions and requirements in relation to the Virtual Clinic as set by Evolve College from time to time, which Evolve College may change with or without notice
Student means an Evolve College currently enrolled student
Study means study by a Student in whole or any part of an enrolled course at Evolve College
Virtual Clinic means the Evolve College Virtual Clinic which is a software program and recording mechanism for Student clinical practice
Virtual Clinic Purpose means to record the performance of clinical practice by a Student in accordance with the Instructions in order to fulfil the clinical hour requirements of a Student's enrolled course with Evolve College
Virtual Clinic Recording means any recording of a treatment, in whole or in part, performed using the Virtual Clinic

Part 3 Terms and Conditions for the Client

MY CONSENT

I consent as follows:

- I consent to receiving massage treatment from the Student named above as part of the Student's Study and for this treatment to be recorded using the Evolve College Virtual Clinic in accordance with the terms of the Evolve College privacy policy; and
- I agree that my consent applies to the treatment with the Student I am booked in to see and all future treatments recorded on the Virtual Clinic from this Student.

MY AGREEMENT ABOUT THE VIRTUAL CLINIC

I acknowledge and agree that:

- No medical diagnosis, advice, treatment or cure is provided and no claims are made. The Virtual Clinic, and any treatment provided as part of it, does not provide any alternative to medical consultation/treatment;
- The Student is not qualified in the techniques they are practising and the treatment(s) to be performed as part of the Virtual Clinic is/are for the Student's practice, development and education as a student;
- Any treatment provided by a Student as part of this program is not a substitute in any way for the advice and care of a medical or health-care professional;
- If I have a medical condition (physical, mental or emotional), am on medication, or have been prescribed medication that I am not currently taking, I have consulted with my GP or other relevant medical practitioner who has given me his or her medical clearance to receive a treatment as part of the Virtual Clinic;
- I have had an opportunity to ask any questions that I may have about the Virtual Clinic and the treatment to be provided, as well as these terms and conditions, and I understand that I can ask questions at any time; and
- I may withdraw consent for my participation in the Virtual Clinic at any time by notifying the Student.

INDEMNITY AND RELEASE

I further acknowledge and agree that:

- I hereby release Evolve College, its servants and agents against all claims whatsoever for personal injury or other loss or damage sustained by me, Evolve College, or any person (whether present at the time of a Virtual Clinic Recording or not) arising directly or indirectly out of or in connection with my participation in the Virtual Clinic, including (without limitation) claims in negligence or otherwise;
- I will indemnify Evolve College, its servants and agents against all claims or liability whatsoever in respect of personal injury or any other loss or damage caused to me, Evolve College, or any other person (whether present at the time of a Virtual Clinic Recording or not) arising out of or in connection with my participation in the Virtual Clinic;
- I am fully responsible for my participation in the treatment(s) that form(s) part of the Virtual Clinic; and
- Reliance upon content obtained by or through the Virtual Clinic and/or any treatment or information provided by a Student, is solely at my own risk.

PRIVACY POLICY

I agree to the privacy policy of Evolve College located below.

DEFINITIONS

In these terms and conditions, the following terms have the following meanings:

Client means any person receiving any treatment of whatever duration or nature as recorded on the Virtual Clinic or in connection with a Student's Study
Student means an Evolve College currently enrolled student
Study means study by a Student in whole or any part of an enrolled course at Evolve College
Virtual Clinic means the Evolve College Virtual Clinic which is a software program and recording mechanism for Student clinical practice
Virtual Clinic Recording means any recording of a treatment, in whole or in part, performed using the Virtual Clinic

Part 4 Privacy Policy

PRIVACY STATEMENT

Protecting your privacy – Our Privacy Assurance to you:

Evolve College views the privacy of Students and Clients who use the Virtual Clinic as an important part of our duty of care and seeks to comply with all elements of the Australian Privacy Principles.

This privacy policy explains how we handle your personal information and any Virtual Clinic Recording of any treatment provided, including the collection, storage, use and disclosure of your personal information or Virtual Clinic Recording, as well as how you can access and change your information, provide us with feedback or make a complaint. Your personal information is readily available should you require to make any amendments.

Evolve College takes seriously the trust you place in us and at all times we will make every effort to ensure that your personal information and any Virtual Clinic Recording of you, as recorded and stored on our systems, is secure, protected from interference, misuse, loss and unauthorised access, modification and disclosure. Whilst we take all due care on our end in relation to recording mechanisms and stored recordings, we cannot take any responsibility for any access or use via your computer or devices or otherwise outside Evolve College's systems.

CONTACTING US

We value your comments and opinions. If you have questions or require further information about our privacy policy please contact us by phoning 1300 880 885 or you may go to the contact page on our website to view more contact details.

COLLECTION OF YOUR PERSONAL INFORMATION

Personal and Sensitive Information:

Personal Information refers to information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Sensitive Information is a subset of personal information and includes your health information as well as information pertaining to racial or ethnic origin, political opinions or membership of a political organisation, religious belief or affiliations, membership of a professional or trade association, sexual preferences or a criminal record. Sensitive information attracts additional privacy protections compared with other types of personal information.

For each Client, your personal information also includes:

a. Any Virtual Clinic Recording of you; and
b. Any client history and treatment form filled out by you or the Student performing the treatment on you.

WEBSITE

When you access this website, technical information may be collected about your activities on the website. This may include information such as the type of browser used to access the website and the pages visited. This information may be used by us to make decisions about maintaining and improving our websites and online services. This information remains anonymous and is not linked in any way to personal identification details.

HOW WE STORE YOUR PERSONAL INFORMATION

We will take all reasonable steps to ensure that your personal information is stored securely and is protected from misuse and loss from unauthorised access, modification or disclosure. This includes a range of systems and communications security measures. In addition, access to your personal information will be restricted to people properly authorised to have access.

We will keep your personal information for as long as it is required to provide the needed service and comply with legal requirements.

If and when we no longer require your personal information for any purpose, including legal purposes, we will take reasonable steps to securely destroy or de-identify your personal information.

HOW WE USE YOUR PERSONAL INFORMATION

We use Virtual Clinic Recordings to assess Students' compliance with requirements of their study. We keep recordings on our system to satisfy obligations we have at law as a Registered Training Organisation (RTO). We may also be required by the National Vocational Education and Training Regulator (Regulator) to provide access to the Virtual Clinic Recordings or other stored information for the purposes of the Regulator checking our compliance with requirements on us as an RTO.

Anonymous data may be aggregated for reporting browser statistics and to improve our browser support.

WITH WHOM WE SHARE YOUR PERSONAL INFORMATION

Evolve College takes seriously the trust you place in us and on no account will we sell, rent or lease your personal information to others. We will not share your personal information with any third party without your permission unless required by law or subpoena.

We may share your personal information with the Regulator where required to meet the obligations on us as an RTO. In addition, the Regulator may request access to either Virtual Clinic Recordings or any other personal information of yours and may also request to contact you as a recipient of this service for the purposes of compliance checks performed by the Regulator. If the Regulator makes such a request of us, we are obliged to provide them with your contact details and may do so without notice to you. By agreeing to the terms and conditions of this website (including the privacy policy) you are agreeing to us providing any Virtual Clinic Recording, in whole or part, or any other of your personal information, to the Regulator if we are requested to do so by the Regulator.

Personal information may be disclosed to anyone to whom you have given written and signed consent to have access to this information.

ACCESS TO YOUR PERSONAL INFORMATION

If we hold personal information about you, you can request access to your personal information at any time by contacting us to make your request (contact details are listed on the contact page on our website).

In a very few cases we may be unable to give you access to certain information for example where:

a. we no longer hold or use the information;
b. providing access would have an unreasonable impact on the privacy of others;
c. the request is vexatious;
d. providing access would be unlawful;
e. the information relates to existing or anticipated legal proceedings;
f. providing access would prejudice or be likely to prejudice the prevention, detection, investigation and prosecution of unlawful activity; or
g. disclosure would pose a threat to the life or health of any individual.

If we refuse your request, we will tell you the reason why. If we are not required to provide you with access to the information requested, we will consider, if reasonable, whether the use of a mutually agreed intermediary would allow sufficient access to meet your needs and ours.

CORRECTING YOUR PERSONAL INFORMATION

Evolve College strives to keep your personal information accurate, however, if you believe any information we hold about you is inaccurate, you should contact us and we will provide you with a copy of your information to view and following your authorisation we will change your information. Your personal information can be provided either via an email with the document being attached as a PDF, or the document can be printed and mailed to you.

To protect your privacy and security, we will take reasonable steps to verify your identity, before granting access to your data. In some cases, we may ask you to put your request in writing.

MAKING A COMPLAINT

You can contact us at any time if you have any questions or concerns about the information in this privacy policy or about how your personal information has been handled. See contact details on the contact page of this website.

We value your comments and opinions. We will answer any questions you may have, correct any error on our part or resolve any complaint that you may have about our information handling practices.

Once you have contacted us in relation to your concerns, if you are not satisfied with our response, or if you do not feel your complaint has been resolved, you are able to seek advice from the Office of the Australian Information Commissioner by calling 1300 363 992.

ONLINE DATA COLLECTION AND USE

The following discloses our information gathering and dissemination practices.

We use your IP address to help diagnose problems with our server, and to administer our website.

Our site uses cookies for authentication purposes. We may use cookies to identify you so we can retrieve your information so you don't have to re-enter it each time you visit our site.

SECURITY OF YOUR PERSONAL INFORMATION

We will take all reasonable steps to ensure that your personal information is stored securely and is protected from misuse and loss and from unauthorised access, modification or disclosure.

Evolve College keeps all Virtual Clinic Recordings secure and the content of all such recordings is confidential, accessible only to authorised Evolve College personnel, such as but not limited to qualified and designated Evolve College Trainers and Assessors who mark and assess the Student's performance in the Virtual Clinic.

We limit access to personal information to properly authorised staff within the organisation and ensure that those who do have access respect the privacy of personal information that they are handling. Authorised access to personal and sensitive information is conducted in accordance with a 'need to

know' principle. Personal/sensitive information is only accessed by those staff members who need it to carry out their duties.

Authorised personnel may only access a Virtual Clinic Recording via a password protected drive which is stored safely and securely on the Evolve College IT system.

Security also includes a range of systems and communication security measures. These include:

a. an encrypted client database for collection of information;
b. individual database user logins for effective auditing of data amendments;
c. a password protected server;
d. a closed office WiFi network strictly accessible to staff only;
e. daily off-site back ups; and
f. password locked screens on all office computers.

In line with our policy of ensuring a high level of care and protection for any personal information we may hold about you, Evolve College has an ongoing commitment to periodically brief staff on their obligations and responsibilities with digital security.

SECURITY POLICY

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. All data is protected using the most advanced methods available. We do not disclose any personal information to any third parties except as outlined in these terms and conditions.