Terms of Use

This page sets out the Terms of Use that concern your use of the “Self-Treatment of Venous Leg Ulcers” website and the content in it.

By using this website, you are agreeing to comply with these Terms of Use and the Privacy Policy for the “Self-Treatment of Venous Leg Ulcers” website (Refer page 6-7 of this document). You must not use the “Self-Treatment of Venous Leg Ulcers” website or the content in it if you do not agree to these Terms of Use and the Privacy Policy.

When these terms are used 'I', 'we', 'us', or 'our' it means The University of Melbourne.

We may change these Terms of Use whenever we choose without notice to you. The changes shall be effective immediately upon posting to the “Self-Treatment of Venous Leg Ulcers” website unless otherwise stated on the website. You agree to review these Terms of Use periodically to make sure that you are aware of any changes. By continuing to use this website you accept the Terms of Use as they apply from time to time.

We reserve the right to modify or discontinue all or any part of “Self-Treatment of Venous Leg Ulcers” website, either temporarily or permanently.

We will try to keep the content on this website up-to-date but there may be delays, errors or omissions that could affect its currency or accuracy. We may change the content on this website at any time without notice.

This website does not provide medical advice

If you are a person who has a venous leg ulcer: The content on the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist” is intended for healthcare providers, not people who have venous leg ulcers. Self-treatment of venous leg ulcers not intended to replace personal consultation, diagnosis and treatment by a qualified health care professional. Consult with a qualified health care professional if you wish to self-treat your venous leg ulcer. You may direct your healthcare professional to the “Self-Treatment of Venous Leg Ulcers” website. Never disregard, avoid or delay obtaining advice from your doctor or other qualified health provider due to something you read on this website.

If you think you may have a medical emergency call 000 immediately.

If you are a nurse or other provider of wound care services: The content on the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist” should only be used with patients who are under your supervision and monitoring. The Checklist is a tool to assist you to appraise the self-treatment activities that are and are not conducted by a patient. The Checklist
does not assist you to determine how well each activity is conducted, or whether or not the patient should be self-treating their wound. Healthcare professionals who use the information or products at this web site should exercise their own clinical judgment in utilising the STOW-V™ Checklist and when developing plans of care for patients. The healthcare professional should decide whether or not the patient can or should self-treat and if required provide the patient with education and support. Any patient who self-treats a venous leg ulcer should do so in a shared-care arrangement with ongoing monitoring and supervision of self-treatment practices by a qualified health care professional.

**Privacy**

For information on the collection, use and disclosure of information associated with the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist” refer to the Privacy Collection Notice for the “Self-Treatment of Venous Leg Ulcers” website *(Refer page 6-7 of this document)*.

**Intellectual property rights**

Unless otherwise indicated, The University of Melbourne owns the copyright and other intellectual property rights in the content of this website or has the right to use it in this context. You must not use the “Self-Treatment of Venous Leg Ulcers” or “STOW-V™ Checklist” trademark without the prior written consent of The University of Melbourne (which may be withheld our absolute discretion).

You can browse or print the content for non-commercial use or use in your clinical practice. If you propose to use it for any other purpose (e.g. research) you will need to obtain our prior written permission. You may not sell any component of the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist”. You must not remove any copyright.

You must acknowledge the authors of the STOW-V™ Checklist in any report, publication or presentation arising from your use of the STOW-V™. The references you should cite are:


Liability

Your use of this website, and your reliance on its content, is entirely at your own risk. While every effort is taken to ensure the information is accurate, the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist” makes no representations and gives no warranties that this information is correct, current, complete, reliable or suitable for any purpose. The website and its content are provided entirely “as is”.

To the fullest extent permitted by law:

- All conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or conferred by statute, custom or the general law that impose any liability or obligation on The University of Melbourne in relation to the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist” are expressly excluded under these Terms of Use.
- The University of Melbourne have no liability to you or anyone else (including in negligence) for any type of loss, however incurred, in connection with your use of the “Self-Treatment of Venous Leg Ulcers” website and including the “STOW-V™ Checklist” including (without limitation) loss of profits, loss of revenue, loss of goodwill, loss of customers, loss of or damage to reputation, loss of capital, downtime costs, loss under or in relation to any other contract, loss of data, loss of use of data or any direct, indirect, economic, special or consequential loss, harm, damage, cost or expense (including legal fees).
- The University of Melbourne disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to, the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for particular purpose
- As the internet is inherently unsecure and information will be transmitted over a medium that may be beyond The University of Melbourne’s control and jurisdiction The University of Melbourne assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with your use of this website.

Prior to implementing any elements of “Self-Treatment of Venous Leg Ulcers” website or the “STOW-V™ Checklist” into patient care, it is your responsibility to ensure that you have appropriate insurance coverage and that you are complying with any legal and/or registration requirements that may apply in your jurisdiction of practice.

Indemnity

You agree to defend, indemnify and hold harmless The University of Melbourne and its affiliates, licensors and suppliers, and their directors, officers, members, owners, employees, agents and contractors from and against any claims, actions or demands, liabilities and settlements including without limitation, legal and accounting fees properly incurred, resulting from, or alleged to result from, your violation of these Terms of Use.
Viruses
You must not knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to the “Self-Treatment of Venous Leg Ulcers” website.

The University of Melbourne will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the “Self-Treatment of Venous Leg Ulcers” website, to your downloading of any material posted on this website, or on any website linked to this website.

Links to other websites
Where a link to a third party website appears on the “Self-Treatment of Venous Leg Ulcers” website:

• the links are provided for convenience only and may not be maintained or current;
• we do not endorse, recommend or support the linked website or any information, opinions, or goods and services made available on it;
• these terms will not apply to the linked website and you should review the terms applicable to the linked website before using it;
• we are not liable to you or anyone else if interference with or damage to your computer systems occurs or if you suffer any loss, cost or expense in connection with your use of this website or a linked website;
• we have no control over the information, content or activities of the linked website and your access to and use of the linked website is at your own risk; and
• we make no representations or warranties as to, and we are not responsible for, the accuracy or any other aspect of the information on the linked website.

Access to the Website
You may not circumvent or bypass any technological protection measures in or relating to the "Self-Treatment of Venous Leg Ulcers" website or disassemble, decompile or reverse engineer any software or other aspect of the website, except and only to the extent that the applicable copyright law expressly permits you to do so. You may not use the website for any unauthorised way that could interfere with anyone else's use of the website or gain access to any service, data, account or network. You may not enable access to the website by unauthorised third party applications.

You may not:
• resell, sublicense, transfer, assign or distribute any material relating to;
• modify or make derivative works based on; or
• 'frame' or 'mirror', the “Self-Treatment of Venous Leg Ulcers” website or the “STOW-V Checklist” on any other server or internet enabled device.
Consequences of Breach of Terms of Use

If you do not comply with these Terms of Use we may:

- immediately suspend or terminate all or any part of your access to the “Self-Treatment of Venous Leg Ulcers” website or the “STOW-V™ Checklist”; or
- temporarily or permanently remove your data relating to the “Self-Treatment of Venous Leg Ulcers” website.

Applicable law

These Terms of Use, and your use of our website, are governed by the laws of the Victoria, Australia. You agree to irrevocably submit to the exclusive jurisdiction of the courts of the Victoria, Australia.

You must comply with all laws applicable to your access and use of “Self-Treatment of Venous Leg Ulcers” website. If you access the “Self-Treatment of Venous Leg Ulcers” website from outside Australia you must comply with all laws in that country which apply to that access and use.

Complete Agreement

These Terms and Conditions are the entire agreement between you and The University of Melbourne with respect to the use of the “Self-Treatment of Venous Leg Ulcers” website and the “STOW-V™ Checklist” and privacy of your information and they supersede and take precedence over any prior agreements, understandings or representations not incorporated into these Terms of Use.
Privacy Collection Notice

Privacy Policy

The University of Melbourne respects the privacy concerns of users of this Web site. It is important that you know how we treat the information about you that we receive via the Web site so consider carefully the following information.

Our Web servers collect domain names plus the e-mail addresses of only those visitors who choose to provide one. This information is collected so we can measure the number of visits, time spent on the site and pages viewed etc. We do this to evaluate the usage of the site and improve our services.

The Web site may include forms and surveys that may request that you give us contact information (such as your name, mailing and/or e-mail address) and profile data (such as your type of healthcare service and characterises of your clientele). Personally identifiable information will not be sold or leased to any third parties. With your permission, we may use your contact information to send you newsletters and/or information about our work. You may opt-out of receiving future contact.

The Self-Treatment of Venous Leg Ulcers website may contain links to other sites. We are not responsible for the content or the privacy practices employed by other web site owners.

No data transmission over the Internet can be guaranteed to be 100% secure. While we strive to protect your personal information, the “Self-Treatment of Venous Leg Ulcers” website cannot ensure or warrant the security of the information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure it is secure.

What we collect and why

The University of Melbourne is collecting and processing your personal information to facilitate your usage of the “Self-Treatment of Venous Leg Ulcers” website and the “STOW-V™ Checklist”.

When you complete the STOW-V™ Checklist Request Form we will collect personal information from you including your name, profession, email addresses, postal address, name of your healthcare organisation, and the type of setting in which you plan to use the STOW-V™ Checklist. We will also collect and process information to enable us to evaluate the use of the STOW-V™, including information about the number of venous leg ulcer patients that your healthcare service provides care to, the percentage that currently self-treat and the percentage that you anticipate will self-treat in the future. We do not ask you to provide any information about individual patients or any identifiable patient information. The information that you provide may also be used to further academic research. The University may also use this information for analysis, quality assurance and planning purposes. Our lawful basis for collecting and processing your personal information is for the legitimate interest of facilitating research, education and learning.

How we collect and use your personal information

We collect your information directly from you when you complete the STOW-V™ Checklist Request Form. We only process personal information as necessary, for specified purposes, and in
accordance with relevant Privacy Laws. We will only use or disclose your personal information under the following circumstances:

- for the purpose for which it was collected
- for a related purpose which you might reasonably expect
- where you have consented to the disclosure
- if we are required or permitted to do so by law
- where it is necessary for the pursuit of our legitimate interests
- where we have engaged a contracted service provider or partner to perform legitimate functions on our behalf, such as those outlined in this privacy collection notice.

If you choose not to provide the information requested, it may not be possible for you to access and use the STOW-V™ Checklist.

The University’s processing of personal information and your rights

The University’s General Privacy Statement contains information about our legislative obligations and how we generally process personal information.

You may request access to, or correction of your personal information we hold, or exercise your individual rights as applicable, by contacting us (add link to query form), unless this would have an unreasonable impact on the privacy of others or would contravene the University’s other legislative obligations.

Cookies

A "cookie" is a small file supplied by “Self-Treatment of Venous Leg Ulcers” website (Website) and stored by the web browser software on your computer when you access the Website. The cookie allows the Website to recognise you as an individual as you move from one page to another. Refer to the University’s Online Privacy Statement for further details.

Contact

For further information you can contact us at (add link to query form). Please refer to the University’s Privacy webpage, view the University’s Privacy Policy or contact privacy-officer@unimelb.edu.au for general information about how the University manages personal information, and for details of how to make an enquiry of complaint, or contact the University’s Privacy and Data Protection Officer.

Acceptance Procedure

By accessing materials on our Web site or requesting to use the STOW-V™ Checklist you agree with all the terms and conditions of this agreement.