TERMS & CONDITIONS FOR THE CLIENT

Part 1 Copyright

Part 2 Terms and Conditions

Part 3 Our Privacy Policy

By agreeing to the terms and conditions, I 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 recordingson 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 writtenpermission of Evolve College. Enquiries should be addressed to Evolve College.

Part 2 Terms and Conditions

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 inaccordance 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 allfuture 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. TheVirtual Clinic, and any treatment provided as part of it, does not provide any alternative tomedical consultation/treatment;
- The Student is not qualified in the techniques they are practising and the treatment(s) to beperformed 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 forthe 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 their medical clearance to receive a treatment as part of the Virtual Clinic;
- If I am in a vulnerable category of person for the spread of any virus or infectious disease, I have consulted with a registered medical practitioner about the suitability of me receiving a student massage, and have received clearance to receive massage as part of the Virtual Clinic.

- For this purpose, “vulnerable category” means aged 65 years or older and/or having a compromised immune system, lung condition or otherwise suffering from any condition that may mean the person is subject to health risk.
- 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 askquestions at any time; and
- I may withdraw consent for my participation in the Virtual Clinic at any time by notifying theStudent.

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 outof 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 inconnection with my participation in the Virtual Clinic;
- I am fully responsible for my participation in the treatment(s) that form(s) part of the VirtualClinic; and
- Reliance upon content obtained by or through the Virtual Clinic and/or any treatment orinformation provided by a Student, is solely at my own risk.

PRIVACY POLICY

I agree to the privacy statement of Evolve College set out below and the Privacy Policy as available for download on Evolve College’s website, at www.evolvecollege.com/policies.

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 recordingmechanism for Student clinical practice
Virtual Clinic Recording means any recording of a treatment, in whole or in part, performed using theVirtual Clinic, as defined and specified in our Privacy Statement below, in relation to Privacy of Sessions.

Part 3 Privacy

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 partof our duty of care and seeks to comply with all elements of the Australian Privacy Principles.

PRIVACY OF SESSIONS

Sessions in the Virtual Clinic are viewed only by the qualified, nominated Evolve College Assessor. The Virtual Clinic is encrypted and subject to security protocols. A working recording, referred to as a Virtual Clinic Recording, is kept for administrative purposes for a period of three days, and is only viewed by the Evolve College Assessor responsible for the session, to be able to tick off in the system that the recording “took” in the system, before the session is noted as finally approved, and the recording is permanently deleted. No copies are kept.

PURPOSE OF THIS STATEMENT

This privacy statement 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 for the three days it is kept, 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 treatmenton 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

After the Virtual Clinic Recording is deleted (see “Privacy of Sessions” section above), we keep details of the time, date and duration of the session, plus your name as client, as part of our records confirming the session took place, for any period of time as required by the National VET Regulator.

If at any time we are required by the National Vocational Education and Training (VET) Regulator (Regulator) to provide access to the Virtual Clinic or Virtual Clinic Recordings (for the three days they are kept) or other information for the purposes of the Regulator checking our compliance with requirements on us as an RTO, then we will be obliged to do so as part of our registration as a 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 any personal information of yours that we may hold 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 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.

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.

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.