



AMC Candidate Account – Agreement and Terms of Use

Any International Medical Graduate who wishes to undertake any of the assessment pathways for registration as a medical practitioner in Australia (as described on the AMC web site), including the specialist pathway, must open an AMC candidate account and through that an AMC candidate portfolio (together the “**Candidate Account**”).

Any person who opens a Candidate Account, or otherwise uses a Candidate Account does so subject to this Agreement and the Terms of Use contained in it, whether or not the person has signified in the Account and Portfolio that they have accepted the Agreement and Terms of Use.

1. Meanings

In this document the following terms have the meanings described:

- 1.1. **Account Credentials** means information supplied to the AMC by a Candidate when creating or updating a Candidate Account and includes any candidate identity information and password applicable to the use of the Candidate Account;
- 1.2. **Ahpra** means the Australian Health Practitioner Regulation Agency created under the National Law.
- 1.3. **AMC** means the Australian Medical Council Limited ACN 131 796 980;
- 1.4. **Authorised User** means a person on the staff of the AMC, Ahpra, or Australasian Specialist College, who has been authorised by the AMC to access some or all Candidate Accounts for purposes connected to the National Law.
- 1.5. **Candidate** means an International Medical Graduate who wishes to undertake any of the assessment pathways for registration as a medical practitioner in Australia (as described on the AMC web site), including the specialist pathway, and who opens an Account and Portfolio;
- 1.6. **Candidate Account** means both or either of an AMC Candidate Account and an AMC candidate portfolio opened or created by a Candidate as applicable;
- 1.7. **Content** means all or any of the information, documents or records stored in or accessed by use of the Candidate Account;
- 1.8. **International Medical Graduate** or **IMG** means a person who holds a primary medical qualification from a medical school not accredited by the AMC under the National Law;
- 1.9. **National Law** means the *Health Practitioner (Regulation) National Law* of each state and territory of Australia;
- 1.10. **Specialist College** means any specialist Australasian specialist college whose specialist medical training course/s are approved by the Medical Board of Australia under the National Law and which lead to specialist registration under the National Law;

- 1.11. **Unauthorised user** means any person who accesses or attempts to access a Candidate Account without the consent of the AMC, whether or not they have the consent of the Candidate, and whether or not they have opened a Candidate Account.

2. Candidate Account

- 2.1. The Candidate Account has been designed and developed by the AMC to provide a single place where;
 - 2.1.1. information, documents and records that relate to a Candidate can be entered, stored, and made available to the Candidate and Authorised Users; and
 - 2.1.2. a Candidate can apply for and be informed about scheduling for examinations, and receive examination results and performance feedback.
- 2.2. A Candidate by using the Candidate Account consents to Authorised Users accessing and using Content relating to the Candidate. This consent is operative even after suspension or termination of the Candidate's access to the Candidate Account.
- 2.3. By signifying acceptance of this Agreement and Terms of Use, or by using or attempting to use the Account and Portfolio, a Candidate accepts and is bound by this Agreement and the Terms of Use.
- 2.4. The AMC does not permit use of or access to a Candidate Account by Unauthorised users, and Unauthorised users may not use or access a Candidate Account. If, contrary to this provision an Unauthorised user does use or access a Candidate Account, the Unauthorised user is bound by clauses 4.3, 6.3, 10 and 11 of this Agreement and Terms of Use.

3. Licence

- 3.1. The AMC grants to the Candidate a revocable, non-transferrable, non-exclusive licence to use the Candidate Account solely in relation to the Candidate's own candidature and assessment pathway. The licence is subject to continued compliance by the Candidate with this Agreement and Terms of Use.
- 3.2. No licence is granted to any Unauthorised user under this Agreement and Terms of Use.

4. Establishing a Candidate Account

- 4.1. A Candidate wishing to use the Candidate Account must create a personal account and subsequently a portfolio in the manner described from time to time on the AMC web site and in the AMC Candidate Account Guide available on the AMC web site, including by providing the Account Credentials required by the AMC.
- 4.2. The Candidate is required to provide current and accurate information when providing the Account Credentials and must keep all Account Credentials up to date. The AMC may require a Candidate to review and update their Account Credentials and the Candidate must do so as soon as reasonably practicable.
- 4.3. The Candidate must ensure the confidentiality of the Account Credentials and must not disclose or share them with any other person. The Candidate accepts liability for any loss or damage suffered by the AMC or any third party as a result of any breach of this obligation.

5. Payment

- 5.1. The AMC may charge fees for establishing and/or using a Candidate Account, and may vary those fees from time to time by notice on the AMC web site. A Candidate is not entitled to use a Candidate Account, or applicable part/s of it until the relevant fee has been paid.
- 5.2. A Candidate whose account is suspended or cancelled (whether by the Candidate or the AMC) is not entitled to any refund of any payment made to the AMC.

6. The Candidate's Duties

- 6.1. The Candidate warrants that any information or document placed on a Candidate Account by the Candidate, including but not limited to information and documents concerning the Candidate's identity and medical qualifications, is accurate.
- 6.2. The Candidate undertakes to use the Candidate Account strictly in accordance with this Agreement and Terms of Use and solely for the purposes identified in clause 2.
- 6.3. Without limiting clause 6.2, the Candidate must not:
 - 6.3.1. Permit any other person to use the Candidate Account, or disclose the Candidate's Account Credentials to any person;
 - 6.3.2. Use the Candidate Account if the Candidate's account has been set to inactive, suspended or cancelled or the AMC has withdrawn its consent to use by the Candidate;
 - 6.3.3. Spread viruses, malware or any other technology designed to harm the AMC, any Candidate Account, the Content, any information accessed through a Candidate Account, or other users, or in any way to disrupt or interfere with use of any Candidate Account and Portfolio by any person including but not limited to the AMC;
 - 6.3.4. Use any mechanism, procedure or software which may interfere with the proper operation of any Candidate Account or which may circumvent security measures contained in a Candidate Account or any information accessed through it.

7. Authorised Users

- 7.1. To facilitate the administration of, and exercise of functions under the National Law, the AMC may grant access to a Candidate's Account and Portfolio to staff of;
 - 7.1.1. the AMC;
 - 7.1.2. Ahpra; and
 - 7.1.3. Specialist Colleges.
- 7.2. Staff of the AMC and Ahpra granted access will have access to all Candidate Accounts. Staff of Specialist Colleges will only have access to Candidate Accounts of Candidates seeking specialist registration in that particular specialty.
- 7.3. The Candidate consents to the access referred to in clause 7.1.

8. Use of the Candidate Account

- 8.1. The Candidate accepts full and sole responsibility for the use of and any reliance on the Candidate Account. The AMC is not responsible for any claim, loss or damage arising from or caused by the Candidate's use of a Candidate Account.
- 8.2. The AMC does not warrant that:
 - 8.2.1. The Candidate Account or Content will be available for use at any particular time, or that the Candidate will be able to access or use the Candidate Account at any particular time;
 - 8.2.2. The Candidate Account will function properly or at all on the Candidate's IT system or device; or
 - 8.2.3. That the Candidate Account and any information accessed through it does not contain or spread viruses, malware or any other technology designed to harm the user or to access information of the Candidate or user;
- 8.3. While all reasonable efforts will be made by the AMC to ensure the correctness of Content placed on a Candidate Account by the AMC, the AMC does not warrant that any Candidate Account and any information or service accessed through it, including but not limited to the Content, is correct and up to date. The AMC is not liable to the Candidate for any error or mistake or inaccuracy in the Candidate Account and any information or service accessed through it, including but not limited to the Content.

9. Privacy and Confidentiality

- 9.1. The Candidate acknowledges that use of the Candidate Account will involve the provision of personal information concerning the Candidate to the AMC and Authorised Users.
- 9.2. The terms of use governing access by Authorised Users will require them to only use information sourced from the Account and Portfolio for proper purposes under the National Law. The Candidate acknowledges that such purposes may include investigations of wrongdoing, breach of professional standards and codes of practice, and referral to law enforcement agencies.

Whilst the AMC will use its best endeavours to ensure compliance with these obligations by Authorised Users, the Candidate acknowledges that breaches of these obligations may occur. The AMC will not be liable for any loss or damage caused to or suffered by a Candidate as a result of or due to any such breach.
- 9.3. Whilst the AMC will use its best endeavours to prevent access to a Candidate's personal information and to Content on a Candidate Account, the Candidate acknowledges that Unauthorised Users may have access to some or all of that personal information.
- 9.4. The Candidate's personal information is handled by the AMC in accordance with the [AMC Privacy Policy](#).

10. Intellectual Property and Copyright

- 10.1. The Candidate acknowledges that the AMC has full intellectual property rights, including trademark and copyright, in the Candidate Account, the Content, all other information or material accessed through the Candidate Account, and the AMC logo.

- 10.2. To the extent that a Candidate Account contains images or copies of documents issued by third parties, including but not limited to medical qualifications, the AMC asserts intellectual property rights in them in the Account and Portfolio as compilations or collective works.
- 10.3. The Candidate agrees;
 - 10.3.1. Not to infringe or disrupt the AMC's intellectual property rights;
 - 10.3.2. Not to permit or facilitate any Unauthorised user or any other person to infringe or disrupt the AMC's intellectual property rights;
 - 10.3.3. Not to use or reproduce any trademark, logo or service mark of the AMC or any third party, viewed on a Candidate Account, without the express prior written consent of the AMC;
 - 10.3.4. To promptly inform the AMC if there is any breach or potential breach of this clause 10.3 whether by the Candidate, any Unauthorised user or any other person of whom the Candidate is or becomes aware; and
 - 10.3.5. To indemnify and hold harmless the AMC in respect of any loss or damage suffered by the AMC due to any breach or potential breach of this clause 10.3 whether by the Candidate, or by any Unauthorised user or any other person who obtains access to the Account and Portfolio from the Candidate, or due to a breach of this Agreement by the Candidate.

11. Limitation of Liability of the AMC

- 11.1. The AMC provides the Candidate Account on an "as is" and "as available" basis. To the extent permitted by law the AMC disclaims all representations and warranties (express, implied or statutory) not expressly set out in this Agreement.
- 11.2. The Candidate acknowledges and agrees that to the fullest extent possible at law the AMC, its officers, directors, employees, contractors and agents, will not be liable for any direct, indirect, incidental or consequential loss, damage, costs or expenses arising from or in connection with:
 - 11.2.1. Use of or inability to use the Candidate Account;
 - 11.2.2. Information accessed through the Candidate Account including but not limited to Content;
 - 11.2.3. Any suspension, restriction or cancellation of the Candidate's account.

12. Term and Termination

- 12.1. A Candidate may request for their Candidate Account to be made inactive by [contacting the AMC](#).
- 12.2. The AMC may at its absolute discretion mark a Candidate Account as inactive, and/or suspend or cancel a Candidate's access to the Candidate Account either immediately or on notice to the Candidate in the following circumstances:
 - 12.2.1. If the Candidate supplies false or misleading information to the AMC concerning their identity, medical qualifications, or work history;
 - 12.2.2. If the Candidate breaches any examination rule or requirement;

- 12.2.3. If the Candidate's candidature with the AMC is suspended or terminated by the AMC;
- 12.2.4. If the Candidate is in breach of this Agreement and Terms of Use.
- 12.3. The Candidate acknowledges that Authorised Users will continue to have access to the Candidate Account concerning the Candidate even if the Candidate's access has been cancelled or suspended.
- 12.4. If a Candidate's account is marked inactive or cancelled or this Agreement and Terms of Use is terminated the following clauses survive: 7, 10, and 11.

13. Changes to this Agreement

- 13.1. The AMC reserves the right to modify the terms of this Agreement and Terms of Use at any time. Any modification of the terms will be published on the AMC web site.
- 13.2. The Candidate's continued use of the Candidate Account after any such modification is published constitutes consent to the modified Agreement and Terms of Use.

14. Governing Law and Miscellaneous

- 14.1. The laws of the Australian Capital Territory of Australia apply to this Agreement and Terms of Use, and the courts of the Australian Capital Territory have non-exclusive jurisdiction in relation to any proceedings.
- 14.2. Any delay or failure by the AMC in exercising any right under this Agreement and Terms of Use does not represent a waiver of that right.

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The Australian Medical Council Limited ('AMC') candidate account is owned and operated by the AMC. The information, documents, and services available are subject to the terms, conditions, and disclaimers set out below (the 'Terms of Use'). Your acceptance of these Terms of Use constitutes a legal agreement between you and the AMC. Please note that the AMC reserves the right to change the Terms of Use by updating it at any time. You should visit this page periodically to review the current Terms of Use.

When creating a new, or updating an existing AMC candidate account, the email address and password must be confirmed by the applicant. An AMC candidate number will then be assigned to new applicants (if you have not been issued with an AMC candidate number previously) to proceed with the requirements of your pathway to registration. The AMC candidate account contains important information including your personal information. Applicants are responsible for maintaining the confidentiality of their AMC candidate number, email address and password.

It is the responsibility of the candidate to update their AMC candidate account should any contact or identity information change.

Providing false, misleading, or deceptive information to the AMC has serious consequences, and the AMC will act on any such actions. Any failure to comply with these terms of use, or

if any other action or conduct concerning the AMC candidate account which the AMC regards as inappropriate, the AMC may take action against the candidate concerned that may include, but not be limited to:

- withholding or cancellation of the results of the candidate;
- set candidature to inactive status for a period to be determined;
- termination of candidature preventing the candidate from proceeding with AMC assessment processes, or with specialist assessment;
- reporting of breaches to the Medical Board of Australia or law enforcement agencies;
- legal action to recover any losses incurred by the AMC.

In accepting these Terms of Use you agree that you will operate this AMC candidate account in good faith and in no way will attempt to compromise the security or integrity of the AMC candidate account system or associated computer systems or in any way interfere with access provided to other AMC candidates (applicants).