

AMC account – Agreement and Terms of Use

Any International Medical Graduate (IMG) 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, short term training in a medical specialty pathway, expedited specialist pathway, competent authority pathway and standard pathway must create an AMC account and through that establish an AMC portfolio (together the “AMC account”).

Any person who opens an AMC account, or otherwise uses an AMC 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 an IMG when creating or updating an AMC account and includes any IMG identity information and password applicable to the use of the AMC 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 Australian or Australasian specialist college, who has been authorised by the AMC to access some or all AMC accounts for purposes connected to the National Law.
- 1.5. **IMG** 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 website), including the specialist pathway, short term training in a medical specialty pathway, expedited specialist pathway, competent authority pathway and standard pathway, and who opens an account and portfolio.

An IMG is a person who holds a medical degree from a medical school not accredited by the AMC under the National Law;
- 1.6. **AMC account** means both or either of an AMC account and an AMC portfolio opened or created by an IMG 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. **National Law** means the *Health Practitioner (Regulation) National Law* of each state and territory of Australia;

- 1.9. **Specialist College** means any Australian or 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;
- 1.10. **Unauthorised user** means any person who accesses or attempts to access an AMC account without the consent of the AMC, whether or not they have the consent of the IMG, and whether or not they have opened an AMC account.

2. AMC Account

- 2.1. The AMC 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 an IMG can be entered, stored, and made available to the IMG and Authorised Users; and
 - 2.1.2. an IMG can apply for and be informed about scheduling for examinations, and receive examination results and performance feedback.
- 2.2. An IMG by using the AMC account consents to Authorised Users accessing and using Content relating to the IMG. This consent is operative even after suspension or termination of the IMG's access to the AMC account.
- 2.3. By signifying acceptance of this Agreement and Terms of Use, or by using or attempting to use the account and portfolio, an IMG accepts and is bound by this Agreement and the Terms of Use.
- 2.4. The AMC does not permit use of or access to an AMC account by Unauthorised users, and Unauthorised users may not use or access an AMC account. If, contrary to this provision an Unauthorised user does use or access an AMC 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 IMG a revocable, non-transferrable, non-exclusive licence to use the AMC account solely in relation to the IMG's own candidature and assessment pathway. The licence is subject to continued compliance by the IMG 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. Creating an AMC account

- 4.1. An IMG wishing to use the AMC account must create a personal account and subsequently establish a portfolio in the manner described from time to time on the AMC website and in the AMC account guide available on the AMC website, including by providing the account credentials required.
- 4.2. The IMG 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 an IMG to review and update their account credentials, and the IMG must do so as soon as reasonably practicable.
- 4.3. The IMG must ensure the confidentiality of the account credentials and must not disclose or share them with any other person. The IMG 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 a portfolio, examination fees and/or using an AMC account, and may vary those fees from time to time by notice on the AMC website. An IMG is not entitled to use an AMC account, or applicable part/s of it, until the relevant fee has been paid.
- 5.2. An IMG whose account is suspended or cancelled (whether by the IMG or the AMC) is not entitled to any refund of any payment made to the AMC.

6. The IMG's Duties

- 6.1. The IMG warrants that any information or document placed on an AMC account by the IMG, including but not limited to information and documents concerning the IMG's identity and medical qualifications, is accurate.
- 6.2. The IMG undertakes to use the AMC 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 IMG must not:
 - 6.3.1. Permit any other person to use the AMC account or disclose the IMG's account credentials to any person.
 - 6.3.2. Use the AMC account if the IMG's account has been set to inactive, suspended or cancelled, or the AMC has withdrawn its consent to use by the IMG.
 - 6.3.3. Spread viruses, malware or any other technology designed to harm the AMC, any AMC account, the content, any information accessed through an AMC account, or other users, or in any way to disrupt or interfere with use of any AMC 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 an AMC 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 an IMG's account 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 IMG accounts. Staff of specialist colleges will only have access to AMC accounts of IMG's who have nominated a particular college as they are seeking specialist registration in that particular specialty.
- 7.3. The IMG consents to the access referred to in clause 7.1.

8. Use of the AMC account

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

9. Privacy and Confidentiality

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

10. Intellectual Property and Copyright

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

- 10.2. To the extent that an AMC 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 IMG 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 an AMC 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 IMG, any Unauthorised user or any other person of whom the IMG 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 IMG, or by any Unauthorised user or any other person who obtains access to the account and portfolio from the IMG, or due to a breach of this Agreement by the IMG.

11. Limitation of Liability of the AMC

- 11.1. The AMC provides the AMC 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 IMG 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 AMC account;
 - 11.2.2. Information accessed through the AMC account including but not limited to content;
 - 11.2.3. Any suspension, restriction or cancellation of the IMG's account.

12. Term and Termination

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

- 12.2.3. If the IMG's candidature with the AMC is suspended or terminated by the AMC;
- 12.2.4. If the IMG is in breach of this Agreement and Terms of Use.
- 12.3. The IMG acknowledges that Authorised Users will continue to have access to the AMC account concerning the IMG even if the IMG's access has been terminated, cancelled, inactive or suspended.
- 12.4. If an IMG's account is marked inactive or terminated, 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 website.
- 13.2. The IMG's continued use of the AMC 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') AMC 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 account, the email address and password must be confirmed by the applicant. An AMC number will then be assigned to new applicants (if you have not been issued with an AMC number previously) to proceed with the requirements of your assessment pathway to registration. The AMC account contains important information, including your personal information. Applicants are responsible for maintaining the confidentiality of their AMC number, email address and password.

It is the responsibility of the IMG to update their AMC 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 account which the AMC regards as

inappropriate, the AMC may take action against the IMG concerned that may include, but not be limited to:

- withholding or cancellation of the results of the IMG;
- set candidature to inactive status for a period to be determined;
- termination of candidature, preventing the IMG from proceeding with AMC examination and 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 account in good faith and in no way will attempt to compromise the security or integrity of the AMC account system or associated computer systems or in any way interfere with access provided to other AMC IMGs (applicants).