

Terms and Conditions and Privacy Statement

Terms and conditions - MyRecert

To use the MyRecert online platform, you must agree to the terms and conditions outlined here. You must also agree to the Privacy Statement in MyRecert.

Purpose: MyRecert is the electronic portfolio system New Zealand pharmacists must use to record evidence they have met the Pharmacy Council's annual recertification requirements.

Recertification requirements can be found on the Pharmacy Council website. Links to the website are provided within MyRecert.

Your obligations

You must use the portfolio provided to you on MyRecert to document the recertification activities that are required by Council. Your use of MyRecert must represent good faith engagement with recertification requirements and be a truthful and accurate account of your activities.

When using MyRecert you must not breach intellectual property rights or copy or plagiarise the work of others.

You must not use your MyRecert account to store or display offensive material, intentionally upload files with virus content, or otherwise tamper with the MyRecert platform or behave in a way that breaches your professional responsibilities or amounts to unlawful conduct.

In order to help protect your information, do not disclose your MyRecert password to anyone else.

A failure to comply with your obligations for use of the MyRecert platform may result in professional discipline, and/or legal action, or any other action Council deems appropriate, being taken against you.

Account expiry

User accounts are set to expire after 42 months (3½ years) of inactivity. After this time you will not be able to log in to MyRecert and your data will be deleted.

Privacy Statement

You must agree to the contents of the Privacy Statement provided on the MyRecert platform as well as to these terms and conditions for use of MyRecert. The Privacy Statement outlines how the privacy and confidentiality of the information you add to

MyRecert will be treated. It also states your obligations for protecting the privacy of information about other people.

Ownership and retention of your material

The Pharmacy Council owns and manages the MyRecert platform. The material you upload onto the site is your own but the Council sets rules for how long you must keep the material on MyRecert.

On March 31st, when a recertification year ends, your portfolio for that year will be locked. The locked portfolio must be kept on MyRecert for at least three years to allow for Council audit of portfolios and analysis of de-identified, aggregated information about the recertification framework. After this period you may delete a portfolio by going to your account settings page and deleting it there.

Who can view the material you add into your portfolio?

The following people will have access to your information on MyRecert:

1. Your Verifier to review the material you have entered into your portfolio during the current recertification year. Your Verifier cannot read material you have entered into past years' portfolios,
2. Council employees for the purpose of monitoring recertification compliance,
3. An Auditor for the purpose of auditing if your portfolio is selected for audit by the Pharmacy Council,
4. Employees of third-party organisations contracted by the Council to provide assistance and support to pharmacists or to resolve technical problems with MyRecert,
5. Any other person or organisation that Council considers should be provided with the information for legal or professional discipline purposes.

The Pharmacy Council ensures that its employees and employees of third-party contractors to the Pharmacy Council are bound by agreements to protect the confidentiality of material within your portfolio that they may see during the conduct of their work.

Uploading text documents

To minimise unnecessary downloading of information within your portfolio onto private devices, you must convert text documents to pdf before uploading. This means they can be read on the MyRecert site rather than needing to be downloaded to be read.

Technical issues

A Support service for straightforward enquiries will operate during business hours.

The Pharmacy Council will work with its contracted technology provider to resolve more significant technical issues. All but the most extreme issues will be addressed

during business hours only, therefore some delay may be experienced over a weekend or public holidays.

Liability

To the maximum extent permitted by the law the Pharmacy Council will not be liable to you for any direct, indirect or consequential loss or damages arising out of or in connection with these terms and conditions and privacy statement or the provision of the MyRecert programme, whether arising from negligence, breach of contract or otherwise. Our maximum aggregate liability for all lawfully limitable claims under or in connection with these terms and conditions and privacy statement will be NZ\$0. The Pharmacy Council makes no representations and gives no warranties, guarantee or undertakings concerning our provision or administration of MyRecert, or your use thereof, except as expressly set out in these term and statement. Other warranties are excluded from this agreement. It is intended that this clause will apply only to the maximum extent permitted by law.

Governing law

These terms and conditions are governed by the laws of New Zealand and the courts of New Zealand shall have jurisdiction to hear and determine any claim arising from them.

Updated terms and conditions

The Pharmacy Council reserves the right to update these terms and conditions from time to time. Changes will be notified to MyRecert users.

Questions

If you have questions about the Pharmacy Council's Privacy Statement or the Terms and Conditions and Privacy Statement for use of MyRecert, email enquiries@pharmacycouncil.org.nz

Privacy Statement - MyRecert

MyRecert is owned and operated by the Pharmacy Council. By using MyRecert you agree to the Council holding information provided by you for the purpose of recertification on MyRecert and using it for the purpose of ensuring compliance with Council's recertification requirements.

All information on MyRecert will be treated as private and confidential. Council will not use it or disclose the information you enter or upload onto MyRecert for other purposes except if it is necessary for professional discipline purposes or as required by law, including ensuring Council's compliance with the Privacy Act. If the material you provide is offensive or otherwise professionally or legally inappropriate it may be provided to Council and Council may take any action it deems appropriate in relation to that offensive or inappropriate material.

The Pharmacy Council must comply with the provisions of the Privacy Act, including with respect to any information collected and held on MyRecert. The Pharmacy Council is committed to protecting your privacy and providing you with a safe, functional platform. We take all reasonable steps to ensure that any personal information we hold is not subject to loss, misuse or unauthorised access, inappropriate disclosure or alteration.

MyRecert uses some information about you that is drawn from the Council's register of pharmacists: your Council registration number, name, email address, registration status and the date of your most recent annual practising certificate. These details are necessary for MyRecert to identify you correctly, send you certain notifications and determine when you can be provided with a recertification portfolio for the current year.

For MyRecert, we also collect usage data. Your browser, device, dates and times of activities, and page activity information, which may be collected via our web analytics tools, may be used in an aggregated and anonymised way to improve the way we manage the platform.

The Pharmacy Council has a formal Privacy Statement which can also be accessed from the Pharmacy Council website. The Privacy Statement describes your rights in respect of the Pharmacy Council's collection of information about you, including your right to access and correct personal information held by the Pharmacy Council. It also outlines how information about you may be used by the Pharmacy Council.

Cookies

A cookie is a data file that is placed on your computer by a webpage. Cookies are not programmes, spyware or viruses and are unable to perform any operation by themselves. In order to use MyRecert you must have cookies enabled within your browser. Please note that no personal information is stored within the cookies used in MyRecert.

Respecting the privacy of others and confidentiality of others' information

When using MyRecert you must not identify patients or other users of the services you provide as a registered pharmacist under any circumstances. This means you must not use a patient's name or NHI number or upload images of them or describe them in a way that will lead to their identification. Instead, for example, use "Mr A." or similar.

When referring to any other person, for example a colleague or other health practitioner, you should do so in an anonymised way (eg "Dr B") unless it is necessary to identify them; for example, for the purpose of communicating who is in your professional peer group.

You must not defame or otherwise bring the reputation of others into disrepute when using MyRecert. Using MyRecert is not an opportunity to raise complaints about other practitioners. If you wish to raise a concern, you must do so through the formal Council processes.

If you do include personal information about another person when completing your portfolio on MyRecert, Council may be required to disclose that information to that person if it receives a request for such information under the Privacy Act.