

TERMS OF USE

These Terms of Use (**Terms**) govern your use of our website and Online Learning Portal located at www.vccc AllianceLearn.org.au (together, **Website**) and form a binding contractual agreement between you, the user of the Website and us, the Victorian Comprehensive Cancer Centre Ltd (ABN 84 140 233 790 / ACN 140 233 790) (**we / us**).

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Website. You can contact us on vccc-education@unimelb.edu.au.

By using the Website, you acknowledge and agree that you have had sufficient chance to read and understand these Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Website.

These Terms may be modified from time to time and you should regularly review them. Your continued use of the Website constitutes your agreement to any modified Terms.

1. LICENCE TO USE WEBSITE

- 1.1 We grant you a non-exclusive, world-wide, non-transferable licence to use the Website in accordance with the terms and conditions set out in these Terms.
- 1.2 You may access and use the Website in the normal manner.
- 1.3 You must not add any content to the Website, including comments and contributions to discussion forums (**User Generated Content**):
 - (a) unless you hold all necessary rights, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that is false, inaccurate, misleading or deceptive in any way;
 - (d) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (e) that would bring us, or the Website, into disrepute, or any of the members of the VCCC Alliance or other contributors of content for the Website; or
 - (f) that infringes the intellectual property or other rights of any person.
- 1.4 We do not endorse, sponsor or approve any User Generated Content.
- 1.5 We reserve the right to alter or remove any User Generated Content that breaches these Terms or for any other reason in our absolute discretion without providing any notice to you.
- 1.6 We accept no responsibility or liability for any content, including User Generated Content, posted, stored or uploaded by you on the Website, or for any loss or damage suffered by you

or any other person as a result of the Website storing, holding, or making available, any content, including User Generated Content, posted, stored or uploaded by you to other users or other members of the public.

- 1.7 You must not misuse this Website. You agree that you will not:
- (a) commit or encourage a criminal offense;
 - (b) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (c) hack into any aspect of the Website; corrupt data; cause annoyance to other users;
 - (d) infringe upon the rights of any other person's proprietary rights;
 - (e) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
 - (f) attempt to affect the performance or functionality of any computer facilities of or accessed through the Website.
- 1.8 The Website contains links to other websites. Unless otherwise indicated, we do not endorse, sponsor or approve any content available on any linked website. We have no control over the linked websites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the linked websites will be subject to the terms of use contained within each such site.
- 1.9 You acknowledge and agree that:
- (a) we retain complete editorial control over the Website and may alter, amend or cease the operation of the Website at any time in our sole discretion; and
 - (b) the Website will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).
- 1.10 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not

be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

2. ONLINE LEARNING PORTAL

2.1 Part of our Website is the Online Learning Portal, which allows users to access online courses and training.

2.2 You can access parts of the Online Learning Portal as a guest. However, the functionality of the Online Learning Portal will then be limited.

2.3 If you wish to access the full functionality of the Online Learning Portal then you must register for an account. We will then determine whether to grant you access, and to what extent, at our sole discretion. We may grant access on any conditions determined by us, at our sole discretion.

2.4 If you register an account then you agree that:

- (a) all information provided by you in connection with the account is accurate;
- (b) you will limit your account to a single user;
- (c) you will keep your account login details confidential and you will not allow any other person to use your account to access the Online Learning Portal; and
- (d) you will be responsible for any purchases and bookings or any other activities conducted via your account.

2.5 We reserve the right to suspend or terminate your account or otherwise restrict your access in the event that you breach any of these Terms.

3. ONLINE EVENTS AND WEBINARS

3.1 We host a variety of online events and webinars via our Website and other platforms.

3.2 You are accountable for all online bookings made in your name or on your account (even when made incorrectly) and the charges associated with them.

3.3 We do not offer refunds on bookings cancelled or otherwise not attended by you and online bookings are non-transferable.

3.4 We reserve the right to:

- (a) make any changes to the timetable, content, program, speakers or the online booking system at any time;
- (b) decline any booking without reason; and
- (c) refuse entry and remove people from events and webinars if they have, or we have reason to believe they will, breach any of these Terms.

- 3.5 If we are prevented from providing the online event or webinar you registered for as a result of any cause beyond our control, or the online event or website cannot be conducted because of software issues or an issue with the hosting platform or due to acts of God, strikes, labour disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a **Force Majeure**) we have the right to immediately terminate the online event or webinar without liability and will be relieved of our obligations to you. If we are able to reschedule the online event or webinar, we may, at our sole discretion, apply your registration fee to the rescheduled online event or webinar.
- 3.6 Online events and webinars will be recorded and content will be available to paid participants and others. By participating in an online event or webinar you acknowledge and agree to grant us the right to record, film, live stream, photograph, or capture your name and likeness as a participant in the event or webinar, and any contributions made by you to the event or webinar, and to use, license adapt, modify and publish recordings of the event and webinar without further approval from you.
- 3.7 You must not:
- (a) record or broadcast audio or video of any online event or webinar;
 - (b) create a disruption or hinder the online event or webinar, or hinder the enjoyment of the online event or webinar by other attendees; or
 - (c) sell, trade, transfer, or share your access link and/or code, unless such transfer is granted by us at our sole discretion.
- 3.8 For any online event or webinar in regard to which we offer a certificate of completion, you agree that we do not warrant that the completion of that online event or webinar is suitable for any purpose, including in relation to continuing professional development, unless otherwise stated. We do not monitor online events or webinars, including interactive events or webinars, for education purposes. Completion of an online event or webinar will be monitored and tracked by you, and receipt of a certificate of completion relies on your self-assessment of completing the online event or webinar.

4. FEES AND REGISTRATION

- 4.1 The payment of the applicable fee for registering an account, or any course, online event, webinar or other product ordered via the Website is due upon registration. If such payment is insufficient or declined for any reason we may refuse to grant you an account or allow you to access the product in question and we have no liability in that regard. Payment must be made via our third party payment partner and are subject to the terms and conditions and privacy policy of that partner.
- 4.2 The fees specified in the Website are expressed as a GST exclusive amount, unless otherwise specified, and you must pay us the applicable GST in addition to the fees.
- 4.3 Your registration entitles you to access the product for which you have registered in the normal way. Any and all other costs associated with your attendance must be borne solely by you, and we have no liability for such costs. We are not obligated to provide the product in any form or medium other than offered via the Website.

- 4.4 Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your emails are caught by spam filters. You will receive essential information for registered account holders and attendees electronically at the email address and mailing address that are provided on your registration form.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that we and our licensors own all intellectual property rights in or associated with the Website, including all course materials, webinars, information, text, materials, graphics, logos, button icons, images, video and audio clips, photographs, trade marks (whether registered or not, and specifically including any VICTORIAN COMPREHENSIVE CANCER CENTRE ALLIANCE / VCCC ALLIANCE brands, logos and devices), advertisements, layout, arrangement, graphical user interface, designs and trade dress, whether provided via the Website, including the Online Learning Portal, or any other method or platform (**Website Material**).
- 5.2 All moral and intellectual property rights are reserved by us and our licensors.
- 5.3 You agree that you will not copy, record, store, publish, manipulate, modify, adapt, distribute or otherwise reproduce, in any format, any of the Website Material without our express prior written permission. In particular, you will not record, publish, broadcast or redistribute any online event or webinar without our express prior written permission.
- 5.4 By posting or adding any User Generated Content onto the Website, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 5.5 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 5.6 The licence in clause 5.4 will survive any termination of these Terms.
- 5.7 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 5.4 and 5.5.
- 5.8 Except where expressly stated to the contrary, all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Any trade marks / names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

6. PRIVACY

- 6.1 We value the privacy of our users and recognise their right to keep personal information or sensitive information (as defined in the *Privacy Act 1988* (Cth)) private.

- 6.2 We collect personal information and sensitive information from users of the Website for the purposes of providing services to our users, and for the purposes of better customising our services to you. Any personal information collected from you will be used by us in accordance with the Privacy Collection Statement included as a Schedule to these Terms, as well as all relevant privacy laws and as described in our Privacy Policy (available at www.vccc Alliance.org.au/about-us/contact/privacy-policy/).
- 6.3 You agree to comply at all times with all relevant privacy laws relating to any personal information you receive, access, provide, share or upload via the Website, including but not limited to:
- (a) obtaining all necessary consents and authorisations from the persons to whom that information relates; and
 - (b) taking all reasonable measure to ensure that personal information is protected against loss and unauthorised access, use, modification or disclosure.

7. WARRANTIES

- 7.1 You represent and warrant to us that you have the legal capacity to enter into these Terms.
- 7.2 The Website is provided by us on an “as is” basis without express or implied warranty of any kind.
- 7.3 We do not warrant:
- (a) that access to or use of the Website will be uninterrupted or error free or that the Website or any material on or accessible through the Website is free from errors or viruses, Trojan horses or other harmful components; or
 - (b) anything about the reliability, ownership, accuracy, completeness, timeliness, quality or suitability for any purpose of any information or material on or accessible through the Website.

8. LIABILITY

- 8.1 This clause does not exclude or limit the application of any statutory provision, including the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), where to do so would:

- (a) contravene that statute; or
- (b) cause any part of this clause to be void,

(Non-excludable condition).

- 8.2 Subject to clause 8.1, to the fullest extent permitted by law:
- (a) we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms. In particular, we exclude all terms, conditions and warranties implied by custom, the general law or statute relating to the supply of goods and services; and

(b) we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

8.3 Our liability to you for breach of a Non-excludable condition as it relates to the supply of goods and services is limited, at our option, to:

(a) in the case of goods:

(i) the replacement of the goods;

(ii) the repair of the goods;

(iii) payment of the cost of replacing or repairing the goods; and

(b) in the case of services:

(i) the supply of the services again; or

(ii) payment of the cost of having the services supplied again.

8.4 You accept all risks and responsibility for all loss, damages, costs and other consequences resulting from using the Website or the Website Material on or accessible through the Website.

9. TERMINATION

9.1 These Terms terminate automatically if, for any reason, we cease to operate the Website.

9.2 We may otherwise terminate these Terms immediately, with notice to you, if you have breached these Terms in any way.

10. INDEMNITY

10.1 You agree to indemnify, defend and hold us, our directors, officers, employees, consultants, agents, and affiliates, harmless from any and all claims, liability, damages, costs and expenses arising from your use of the Website, your failure to comply with these Terms or from your violation of any applicable law.

11. GENERAL

11.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

11.2 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

11.3 Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by them.

11.4 These Terms are governed by the laws of Victoria and each party submits to the jurisdiction of the courts of Victoria.

SCHEDULE - PRIVACY COLLECTION STATEMENT

By accessing the Website, you consent to us collecting, using and disclosing your personal information in accordance with this Privacy Collection Statement.

We may collect personal information from you via the Website, including:

- Email address
- Prefix
- First name
- Last name
- Home postcode
- Job Title / Department / Organisation
- Your discipline/s
- Career stage
- Areas of interest
- Any content, including User Generated Content, posted, stored or uploaded by you on the Website
- Your name and likeness as a participant in any event or webinar, and any contributions made by you to the event or webinar.

We may also collect sensitive information, including:

- Gender identity
- Whether you are of Aboriginal and/or Torres Strait Islander origin.
- Culturally and linguistically diverse information.

We collect this information for purposes such as:

- Providing you with services or events that you have requested
- Helping us manage and conduct research activities
- Helping us improve the services offered by our members
- Communicating with you.

We may also use your personal information for the purpose of marketing our business functions, events and activities to you unless you have requested not to receive such materials.

You generally have no obligation to provide personal information to us, however, if you choose not to provide information we need, we may not be able to provide you with a requested product or service.

We may disclose personal information to other related organisations. We may also provide your information to:

- Third parties engaged by us to perform functions on our behalf, such as processing credit card information, order fulfilment, mailouts, shipping, debt collection, marketing, research and advertising
- Third parties authorised by you to receive information held by us.

We will not transfer your personal information outside Australia unless you consent to such a transfer or we have satisfied ourselves that the recipient of the personal information will uphold principles for the handling of personal information, which are similar to the Australian Privacy Principles. However, we do work with third-party service providers such as Zoom to provide, support, and improve our Website and technical infrastructure, and for business services such as payment processing. These vendors may be located overseas or host information on our behalf overseas. Nevertheless, these vendors are subject to contractual and technical requirements for protecting personal information and

which prohibit them from using personal information for any purpose other than to provide services to us or as required by law.

See our Privacy Policy at www.vcccalliance.org.au/about-us/contact/privacy-policy/ for more detailed information about the way we use and disclose your personal information, how you may access or seek correction of your personal information, or make a complaint about how your personal information has been handled. You can also contact us at:

Craig Zanker, VCCC Alliance Director of Finance and Corporate Services

E craig.zanker@unimelb.edu.au

P +61 3 9035 4505