

Terms and Conditions of Use for VILC at www.virtualilc.com for 2011

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VILC Service - Conditions of Use

VILC comprises 5 different streams of content Realweb, Easynews, Listen to this, Watch this and Checkout.

The VILC website is operated by AMES (Adult Multicultural Education Services) ABN 49 056 993 913 in Victoria Australia. This agreement forms the conditions of supply of online materials on VILC and their access and use.

Your subscription to and continued use of VILC constitutes an affirmative acknowledgement and agreement by you that you accept and agree to abide and be bound by these conditions and any modifications made by AMES from time to time.

VILC gives limited permission to access and/or photocopy VILC tasks for use in classes conducted by you. By continuing to use VILC, you acknowledge and agree that:

- The individual licence specifies the number of students/ teachers who can be logged in to VILC at any one time and you will not permit a greater number of students or teachers to use VILC.
- VILC tasks are for educational use only.
- AMES is the owner of all Intellectual Property Rights in the VILC system, all VILC tasks, scripts and sound files unless otherwise specified, including any modifications to those VILC tasks, scripts, sound files and system.
- SBS has copyright over Easynews scripts and sound files and may not be used for any other purposes than those of your VILC licence nor edited, copied or distributed in any other way.
- SBS has copyright over the "Watch this Life stories" videos and through Stormland Productions has granted AMES a Non-exclusive licence for internet streaming, download to PC, download to mobile and mp3/mp4 players. The video files may not be used for any other purposes than those of your VILC licence nor edited, copied or distributed in any other way.
- AMES and National Prescribing Service Ltd (NPS) have joint copyright over "Get to know your Medicines" sound files, scripts/readers and activities and may not be used for any other purposes than those of your VILC licence nor edited, copied or distributed in any other way.
- AMES and ABC Radio Australia have joint copyright over "English for Study", "English for Tourism", "English for Business", sound files, scripts and activities and may not be used for any other purposes than those of your VILC licence nor edited, copied or distributed in any other way.
- Consumer Affairs Victoria (CAV) have copyright over "Mind your money" and "Settling in", sound files, scripts and activities and may not be used for any other purposes than those of your VILC licence nor edited, copied or distributed in any other way.
- Multiple copies of VILC tasks can be made for the classroom, but they cannot be collated, made into books, recorded or on-sold in any way.

Should you object to any of these conditions as varied from time to time you must immediately discontinue your use of VILC.

Commencement and Duration

This licence will take effect from the date of acceptance of service [being the date upon which AMES notifies you of your right to use VILC –from 1 January 2011 to 31 December 2011 or earlier if terminated by AMES pursuant to these Terms

and Conditions. On submitting a completed VILC renewal /application form to AMES you will receive a username and password giving you access to the site.

Payment

Payment for the use of VILC shall be made in accordance with the schedule of fees as determined by AMES from time to time. The schedule of fees can be found on the website www.virtualilc.com in the sections About VILC and Become a User.

Service and maintenance

AMES maintains a helpdesk service the staff of which will provide technical assistance in relation to queries received from subscribers and will rectify errors on the site. For helpdesk service please contact us on (03) 9926 4677 or (03)9926 4647 or email us at vilc@ames.net.au.

Third Parties

You must not grant a third party access to use VILC or VILC tasks through the use of your VILC subscriber password unless that third party is a student or staff member authorised by you to use the service. A breach of this condition will result in automatic termination of your VILC subscription.

By contracting to use the VILC service you agree to do all things necessary to ensure that staff and students authorised by AMES will not grant a third party access to use VILC or VILC tasks through the use of your VILC subscriber password unless that third party is a student or staff member authorised by you to use the service.

Discontinuation of use

If you cancel your VILC subscription before the end of the calendar year you may incur a \$100 administration fee. A refund will be given for any unused months of your annual subscription commencing from the beginning of the month following the date on which the subscription is cancelled

Termination

Without prejudice to any other rights either party may have under these Terms and Conditions or at law, AMES may terminate your VILC subscription immediately by notice in writing if AMES considers that you are in breach of any of these Terms or Conditions.

Liability and indemnity

VILC will not be liable for loss resulting from any action or decision by you in reliance on the information on VILC, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

By continuing to use VILC, you agree to indemnify AMES against any damage, cost, expense or liability suffered or incurred by AMES as a result of any act or omission by you or your employees or agents in connection with its use of VILC or breach of the Terms and Conditions.

Accuracy of information and disclaimer of warranties

All material made available on VILC is provided in good faith. VILC materials are derived from sources believed to be accurate and current as at the date of publication.

Your use of VILC is at your sole risk. Access to VILC is provided by subscription on an 'as available' basis. AMES, SBS, ABC Radio Australia, CAV and NPS do not make any representation or warranty that (1) any material on VILC will be reliable, accurate or complete (nor do they accept any responsibility arising in any way for errors in, or omissions from that material); or (2) your access to VILC will be uninterrupted, timely or secure.

As part of our activities VILC provides links to other World Wide Web sites or resources. Because VILC has no control over such sites and resources, you acknowledge and agree that VILC is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

Confidentiality

You agree to hold information obtained from VILC and all information provided by AMES in confidence. This includes passwords and learning resources. You may not disclose this information to any third party nor use it for any other purpose unless

- a. required to do so by law;
- b. the confidential information is in or enters the public domain for reasons other than a breach of these Terms and Conditions; or
- c. it is specifically disclosed to your legal advisers.

AMES' privacy obligations in relation to customers are set out at: <http://www.virtualilc.com/privacy/privacypolicy.asp>. You will be obliged to comply with these requirements in using VILC.

GST

All amounts payable or the value of other consideration provided in respect of the VILC subscription made in relation to these terms and conditions are exclusive of GST (if any). If GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with the agreement (which may not be applicable to non-Australian residents depending on their circumstances), the recipient must, subject to the receipt of a valid tax invoice from the supplier, pay to the supplier an additional amount equal to the GST payable by the supplier in respect of that taxable supply. All GST payable shall be payable at the time any payment to which it relates is payable.

Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.

Dispute resolution

If a dispute arises in connection with these terms and conditions, a party to the dispute must give to the other party to the dispute a notice specifying the dispute and required its resolution (**Notice of Dispute**). If the dispute is not resolved within 7 days after the Notice of Dispute is sent, the dispute shall be submitted to mediation, which must be conducted in Victoria. If the parties cannot agree to a mediator, then a mediator shall be appointed by the Law Institute of Victoria. The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation. Despite anything in this clause, a party at any time may commence court proceedings in relation to any dispute or claim arising under or in connection with these Terms and Conditions where that party seeks urgent interlocutory relief.

Online security

At VILC we take online security very seriously and advise you to keep your computers up to date with anti-virus, firewall software and the latest patches.

Applicable Law

Victorian law shall govern these Terms and Conditions. The parties agree to submit to the jurisdiction of Victorian courts and courts competent to hear appeals from those courts.

Definitions

In these terms and conditions, unless the contrary intention appears:

Intellectual Property Rights means any rights associated with copyright, patent, design, specifications, confidential information, know-how, code or source-code, semiconductor or circuit layout, and any other industrial or intellectual property in any form whatsoever, whether registered or unregistered, in relation to VILC tasks or the VILC system;

ABC Radio Australia means Australian Broadcasting Corporation;

CAV means Consumer Affairs Victoria;

NPS means National Prescribing Service Ltd;

SBS means Special Broadcasting Service radio;

VILC means Virtual Independent Learning Centre, an online resource established by AMES available at www.virtualilc.com;

VILC task means an activity for students using the VILC website.