



WEBSITE TERMS AND CONDITIONS

Please read the information below prior to accessing or using the information and services provided by Virtual Management Technologies Pty Ltd atff Sim Systems Trust ABN 54 699 668 369 ("Sim Systems") available through www.simsystems.com.au ("Website"). In these Terms and Conditions, the terms "we", "us" and "ours" refers to Sim Systems.

User Agreement

By accessing or using the Website, you agree to be bound by the terms and conditions below. We may modify this agreement at any time, and such modifications shall be effective immediately upon posting the modified agreement on this Website. Sim Systems also has a comprehensive privacy policy for users of the Website.

We reserve the right to change (including to alter, remove or add functionality) the Website or any advertised goods or services offered at any time. We do not guarantee that you will be able to access the Website in the same way or with the same equipment or software you used prior to the change. We may stop (temporarily or permanently) providing access to the Website to you or to visitors or members of the public generally, at our reasonable discretion and without prior notice to you. We may restrict your access to the Website without prior notice to you if we reasonably consider that there has been a breach of this agreement by you.

Copyright and Trade Marks

Copyright in material and trade marks on the Website are owned by Sim Systems or the companies it represents unless otherwise indicated. You agree not to infringe any intellectual property rights owned by Sim Systems or third parties.

Disclaimer

Sim Systems provides no warranty to you that the services available through the Website will be uninterrupted or error-free or that defects in the service will be corrected.

While Sim Systems takes all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be lawfully observed by a third party while in transit over the internet or while stored on the Website. Sim Systems disclaims all liability to you to the greatest extent possible pursuant to law should this occur.

Use of Website by you

You agree to use the Website only for purposes that are permitted by this agreement and not prevented by any applicable law or regulation.

You agree not to access (or attempt to access) any part of the Website by any means other than through the interface provided by us.

You agree that you will not engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website.

You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or the content therein.

You agree not to use, copy, distribute or commercialise content appearing on the Website except as permitted by this agreement, by law or with our prior written consent.

You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

Depiction

We endeavour to depict and describe goods and services provided by us by using accurate descriptions and images. You acknowledge and agree that there may be inaccuracies in the technical information or descriptions and that at times the goods and services actually delivered may differ in appearance and packaging from their appearance in images and photographs on the Website.

Links to third party websites

The Website may include links to other websites, content or resources. These linked websites, content or resources may be operated by third parties and we may have no responsibility or control over them. The existence of these links does not imply that we endorse the linked website, content or resource. You acknowledge that we do not represent that we have reviewed any of these third party websites, content or resources and we are not responsible for the material contained there.

Transfer and Assignment

In the event that we merge, sell or otherwise change control of our business or this Website to a third-party, we reserve the right, without giving notice or seeking any additional consent from you, to transfer, novate or assign the personal information, content and rights that we have collected from you and any agreements we have made with you.

General provisions

If any part of this agreement is held invalid, that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable. Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement.

The laws governing this agreement will be the laws in Victoria, Australia and you irrevocably submit to the exclusive jurisdiction of its Courts and its Appellate Courts and the jurisdiction of the Federal Court of Australia sitting in Victoria.

Other documents

Sim Systems Privacy Policy.

Last updated: February 2014



A Division of
Pullman Learning Group
Better Learning Outcomes

PRIVACY POLICY

In this privacy policy, the terms “we”, “us” and “ours” refers to Virtual Management Technologies Pty Ltd atft Sim Systems Trust ABN 54 699 668 369 (“Sim Systems”). The term “Website” means the website located at www.simsystems.com.au.

The use of the term “personal information” in this policy has the same meaning attributed to that term in the *Privacy Act 1988* (Cth). This policy provides information as to the kind of information that we collect through the Website and the ways we use it.

Australian Privacy Principles

In Australia, we are bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) which govern the handling of personal information. Personal information can include information or opinions about an individual whose identity is apparent from the information or opinion. This can include a person’s name, address or health information.

Visit www.privacy.gov.au, an Australian government privacy website, for more information about privacy issues in Australia.

Types of information we collect

We collect non-personal information on visitors to our Website including, without limitation, information on which areas of the Website are more often accessed, how frequently visitors access the Website and how long visitors visit those areas.

Personal information may be collected if you choose to submit a query via the Website. The purpose of the collection of such information is clear from the context in which it is collected, but may include the right to receive information concerning products and services provided by Sim Systems or other divisions of the Pullman Learning Group, to receive updates and newsletters.

Cookies & Applets

We may utilise cookies and applets to provide a better browsing experience, to enable us to monitor Website traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally but it does identify your computer.

You can amend your browser settings to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance. Rejecting cookies may have the effect of limiting your access to parts of the Website.

IP addresses

We may collect information about your computer including, where available, your IP address, operating system and browser type, for system administration and to report aggregate information to advertisers. This is statistical data about our users’ browsing actions and patterns, and does not include information that could identify you individually.

Protection of personal information

We use reasonable endeavours to protect personal information and to use and disclose it only as set out below. The Website’s servers are located in Victoria, Australia.

Access, use and disclosure

Our employed staff and contractors engaged by us may have access to personal information that you provide via the “contact us” feature on our Website and may access it for purposes that include the audit of content on the Website for quality control purposes and for compliance with our Website Terms and Conditions.

We will not, without your consent, sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose. We may also need to disclose your personal information if required to conduct any investigation into you or your activities, if, for example, there is reason to believe that you have committed a breach of our Website Terms and Conditions. We may also disclose such information as required or permitted by any law.

If you request us not to use personal information in a particular manner at all, we will adopt reasonable measures to observe your request but we may still use or disclose that information if:

- you do not provide us with adequate time to address your request;
- we subsequently notify you of the intended use or disclosure and you do not object to that use or disclosure;
- we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or
- we are required by law to disclose the information.

We will preserve the content of any e-mail you send us in relation to the above if we believe we have the legal requirement to do so. Further, your e-mail message content in general may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

Personal information which we collect may be aggregated for analysis but except in circumstances where you expressly or impliedly indicate that you wish to make the information available to others and to identify you, we will use best endeavours to ensure that individuals would remain anonymous.

Unless in using the Website you expressly or impliedly agree to make certain information available, all personal information which we collect is kept confidential to the best of our ability, subject to the other terms and conditions of this privacy policy. You will appreciate, however, that we cannot guarantee the security of transmission as there are always risks associated with transmitting information across the Internet. In addition, our employees and contractors who provide services related to our Website are obliged to respect the confidentiality of any personal information held by us.

Access to your personal information

You are entitled to have access to any personal information relating to you which you have previously supplied to us over this Website. You are entitled to edit or delete such information unless we are required by law to retain it.

Other

If at any time you provide personal information or other information about someone other than yourself, you warrant that you have that person’s consent to provide such information to us for the purpose specified.

In the event that our business is ever sold, acquired, merged, liquidated or reorganised or otherwise transferred, we reserve the right to transfer to the extent permissible at law, our customer databases, together with any personal and non-personal information contained therein to a third party acquiring the assets.

It is the responsibility of parents to monitor their child’s use of our Website.

Privacy & Site Changes

We reserve the right to make changes to this policy. Such changes will be updated on the Website. The Website may provide links to other third party sites. Our privacy police described here does not apply to those sites. Please ensure that you review and agree with the terms and conditions and privacy policy of any linked website before providing any personal information.

Contact Us

If you have any questions about this policy, the practices of this Website, or your dealings with Sim Systems, you can contact us via email info@pullmangroup.com.au or via phone on (03) 9557 7993.



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