

Terms of Use & Collection Statement

Organisation: ASMIRT – ABN: 26 924 779 836

Context: Open LMS Platform (ASMIRT eLearning)

Approved: 20/02/2026

Review Date: 20/02/2028

Part A: Terms Of Use

1. About these Terms of Use

The Australian Society of Medical Imaging and Radiation Therapy ABN 29 926 779 836 (**ASMIRT, we, us, or our**) provides the online educational platform known as 'ASMIRT eLearning,' together with its functionalities, features, websites, APIs and related software (**ASMIRT eLearning**).

These Terms of Use (**Terms**) set out the terms by which ASMIRT members and other individuals (**Users, you, or your**) are permitted to access and use ASMIRT eLearning and our services, and include important information regarding your legal rights and obligations.

By accessing and using ASMIRT eLearning, you agree to be bound by these Terms, which form a contract between you and us. If you do not agree with these Terms, please do not register for, access, or use ASMIRT eLearning. Your continued use of ASMIRT eLearning will be deemed to be continued acceptance of these Terms.

ASMIRT may at any time amend these Terms by publishing an amended version on our website or via ASMIRT eLearning, or otherwise by providing written notice to you. Any such amended version will apply to your use on and from the date that we have notified you of the amended version and you have accepted it via a checkbox that will appear when you next log into ASMIRT eLearning. ASMIRT or our third party licensors may also make improvements or changes to courses or pages within ASMIRT eLearning any time without notice.

These Terms apply exclusively to your access to and use of ASMIRT eLearning and its content, and do not alter the terms or conditions of any other agreement you may have with ASMIRT.

2. Access and use

You acknowledge that in order to access ASMIRT eLearning, you may need to register an account, and that we may set registration requirements at our sole discretion. If you are an existing ASMIRT member, you will be able to access ASMIRT eLearning with your existing membership login details.

Once you have registered an account or accessed ASMIRT eLearning with your existing membership login details, subject to these Terms and our reasonable instructions and directed, we grant you a limited, non-transferable, non-exclusive and revocable license to access and use ASMIRT eLearning for the learning and education purposes stated these Terms (and in accordance with any specific content descriptions). Any such access and use must be for non-commercial purposes only.

3. Purpose and disclaimer

Content on ASMIRT eLearning is provided for educational and learning purposes only and is primarily intended for use by medical radiation and related medical professionals.

It should not be used for self-diagnosis or self-treatment, and is not intended as, nor should it be, a substitute for independent professional medical care. ASMIRT recommends that you consult your own physician regarding any diagnosis, imaging interpretation or course of treatment.

ASMIRT eLearning should not in any way be seen as a replacement for consultation with colleagues or other sources, or as a substitute for conventional training and study.

You agree to use the information solely for your own private educational purposes and further agree not to rely on the information in any other way. You are solely responsible for determining that ASMIRT eLearning and its content meets your needs and is suitable for the purposes for which you intend to use it (in accordance with these Terms).

4. Content warning

Educational materials within ASMIRT eLearning may contain topics or images which some learners may find triggering or traumatic.

ASMIRT will take reasonable steps to ensure that courses which contain potentially triggering material include a warning at the beginning of the courses. Within courses there may also be specific warnings immediately prior to potentially triggering content. However, ASMIRT is unable to guarantee that warnings will always appear prior to personally triggering or sensitive content.

Please take care when engaging in this content. If at any point you feel uncomfortable or distressed, you are encouraged to:

- Pause and step away from the material
- Seek support by contacting a trusted support service, such as:
 - Lifeline: 13 11 14 (24/7 crisis support)
 - Beyond Blue: 1300 22 4636 (mental health support)

If you encounter anything specific in material that was not tagged, please contact us via the course feedback mechanism, or by emailing asmirtlmsproject@asmirt.org.

5. Course purchase

While registering an account to access and use ASMIRT eLearning is free, fees may be charged for your access to specific content. Any such fees are at the discretion of ASMIRT and will be clearly displayed within ASMIRT eLearning. ASMIRT, in its sole discretion and at any time, may modify the pricing and any changes will become effective at the time the price change occurs.

Some content in ASMIRT eLearning includes recordings of previous ASMIRT events and conferences. Users who have previously registered and purchased access to these recordings through platforms outside of ASMIRT eLearning (including by registering for previous ASMIRT events

and conferences) will generally have free access to this content within ASMIRT eLearning for a period of 12 months from the date of the event, conference, or purchased access.

To access and use content for which fees are charged, payment is required through the ASMIRT eLearning shopping cart using a valid payment method, including a credit card. You must provide ASMIRT (and its payment gateway provider) with accurate and complete valid payment information. By submitting such payment information, you will automatically authorise ASMIRT to charge the cost of the course to your nominated payment method via its approved payment gateway provider.

Upon purchasing a course, you will have a licence to access and use the purchased content for 12 months from the date of purchase (assuming you remain registered as an ASMIRT eLearning user), unless another prescribed purchase period applies to the specific content. If your registration, access or use is suspended or terminated, your ongoing access to that content will cease. ASMIRT also reserves the right to remove any content from ASMIRT eLearning at any time where that content is considered inaccurate or unsuitable for use. The decision to remove the content will be at the discretion of ASMIRT.

All purchases of specific content are final and non-refundable, except where a refund is required by law.

6. Intellectual property

ASMIRT eLearning and all its content is and will remain the exclusive property of ASMIRT (or, in some cases, our third-party licensors). These Terms and your access to ASMIRT eLearning do not constitute a transfer of any ownership or other intellectual property rights from ASMIRT or our third-party licensors and content contributors to you.

ASMIRT eLearning is protected by copyright and trademark. Our trademarks may not be used in connection with any product or service without the prior written consent of ASMIRT.

All rights in all software, designs, arrangements and graphics pertaining to ASMIRT eLearning belong to ASMIRT or its third-party licensors. All trademarks, product names, and company names and / or logos displayed on ASMIRT eLearning are either trademarks or intellectual property owned by ASMIRT or its affiliates, and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of ASMIRT. All custom graphics, button icons, and logos are service marks, trademarks and / or trade dress of ASMIRT or its affiliates and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of ASMIRT.

ASMIRT reserves the right to block any unauthorised automated access and to take any other measures deemed necessary to protect the intellectual property rights of the content contributed by our third-party licensors and other subject matter experts, and for the stable operation of ASMIRT eLearning.

You grant us a non-transferable, non-exclusive and royalty free licence to store and otherwise use, copy or modify any content, feedback, data or material provided by you to us, or published via ASMIRT eLearning, for the purpose of operating our business and providing ASMIRT eLearning. You warrant that you have all necessary rights, licenses, permissions or consents to grant us such a licence.

7. Privacy

You acknowledge and agree that:

- in order to provide you with access to and use of ASMIRT eLearning, we will need to collect your personal information;
- we will collect and handle any such personal information in accordance with our [Privacy Policy](#), the Collection Statement for ASMIRT eLearning contained in Part B of these Terms, and any applicable privacy laws; and
- if at any time, you provide or upload personal information (including health information) or other information about someone other than you to us or via ASMIRT eLearning, you must have obtained that person's consent to provide that information to us and to our collection and handling of their personal information in accordance with our [Privacy Policy](#).

8. User Conduct:

When accessing or using ASMIRT eLearning, you agree;

- that you are responsible for correctly registering your account to access or use ASMIRT eLearning, and for any information that you share, publish or make accessible to us or ASMIRT eLearning and its users;
- to comply with all policies, reasonable directions or restrictions of ASMIRT or its affiliates (including our third-party licensors) that are contained in, or referred to, on ASMIRT eLearning or as otherwise communicated to you by or on behalf of ASMIRT. This includes any instructions to remove any information or data from ASMIRT eLearning;
- that all information you provide or upload to, or publish on, ASMIRT eLearning is and remains true and correct, and does not infringe the rights of any third parties (including their privacy, intellectual property or other rights). You must not upload or share the personal information of any individual with us or other users via ASMIRT eLearning without that individual's informed consent;
- to not disrupt or interfere with the security of, or otherwise abuse or compromise the safety of, ASMIRT eLearning or any services, system resources, software, accounts, servers or networks connected to or accessible through ASMIRT eLearning or affiliated or linked websites;
- to not disrupt or interfere with any other user's enjoyment of ASMIRT eLearning or any affiliated or linked websites, or vexatiously or frivolously use ASMIRT eLearning;
- to not use or attempt to use another users' ASMIRT eLearning account, service or system without authorisation from ASMIRT, or create or use a false identity on ASMIRT eLearning;
- to not attempt to obtain unauthorised access to any aspect of ASMIRT eLearning which is restricted from general access;

- that you will comply with all laws and regulations when using ASMIRT eLearning, and that you will use it for lawful purposes only and not rent, lease, convey, adapt, translate, reverse engineer, de-compile or disassemble all or any part of ASMIRT eLearning or its content;
- to not use ASMIRT eLearning to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to any person's particular condition or situation;
- to not attempt to reidentify any personal or health information that is shared on a de-identified basis via ASMIRT eLearning;
- to not upload, post or otherwise transmit through on ASMIRT eLearning any viruses or other harmful, disruptive or destructive files or code;
- to not transmit through or on ASMIRT eLearning spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- to not publish or link to any malicious content, or engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which is reasonably likely to damage our reputation or ASMIRT eLearning or our services; and
- to only use ASMIRT eLearning for its intended purpose, and will not download, access, share or use content for any commercial purposes.

By registering an account for ASMIRT eLearning, you warrant that:

- you are over 18 years of age and have the sufficient legal capacity to agree to these Terms;
- you will only provide ASMIRT with information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms of Use, which may result in immediate termination of your ASMIRT eLearning user profile. If you choose to upload a profile photo to your user profile, you must not use another individual's photo, nor any image subject to copyright;
- you will not disclose your username and password to any third party either on or off ASMIRT eLearning, or permit any unauthorised person to access or use ASMIRT eLearning; and
- you are fully responsible for activities that relate to your account or your password. You must notify ASMIRT immediately upon becoming aware of any breach of security or unauthorised use of your account.

9. Third party websites, content and information

ASMIRT eLearning may contain links to third-party websites or publish content and information about third-party products or services, that are not owned or controlled by ASMIRT.

ASMIRT has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any such third-party websites or services.

You acknowledge and agree that ASMIRT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services. You acknowledge and agree that when you access any third-party website or service, you do so at your own risk.

10. Suspension and termination

If you fail to comply with these Terms or any applicable laws, we may revoke or suspend your licence and access to ASMIRT eLearning, and cancel or otherwise terminate your account immediately and without notice.

If you fail to comply with the terms of any third-party services whereby the third party revokes or suspends your access to those services, we may revoke or suspend your access to that feature of ASMIRT eLearning.

We otherwise reserve the right to terminate or suspend your account immediately for any reason and at any time, however we will take reasonable steps to provide you with notice of this.

If you wish to terminate your account, you may discontinue using ASMIRT eLearning.

Termination or expiration of your licence to access or use ASMIRT eLearning will not affect any accrued rights, indemnities, or any provision of these Terms which are intended by their nature to survive termination or expiration.

11. Limitation of liability

Statutory rights

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

Exclusion of certain losses

To the extent permitted by law, ASMIRT is not liable for any indirect, incidental, special or consequential loss, or for any loss of profit, revenue, business opportunity, anticipated savings, goodwill or data, arising out of or in connection with your access to or use of (or inability to access or use) ASMIRT eLearning.

Scope of liability

To the extent permitted by law, ASMIRT is not liable for any loss or damage arising from:

- interruptions, delays or unavailability of ASMIRT eLearning;
- errors, omissions or inaccuracies in content; or
- events outside ASMIRT's reasonable control,

except to the extent that such loss or damage arises from ASMIRT's failure to comply with a non-excludable statutory guarantee.

Liability cap

To the extent permitted by law, ASMIRT's total aggregate liability to you arising out of or in connection with these Terms or your use of ASMIRT eLearning is limited to the total fees paid by you to ASMIRT in the 12 months immediately preceding the event giving rise to the liability.

This limitation does not apply to the extent liability cannot be limited under applicable law.

Indemnity

You indemnify ASMIRT, its officers, employees and contractors against all losses, damages, costs and expenses (including reasonable legal costs) suffered or incurred as a result of:

- your breach of these Terms;
- your unlawful use of ASMIRT eLearning; or
- your infringement of the rights of any third party,

except to the extent that such losses are caused or contributed to by ASMIRT's breach of these Terms, negligence or failure to comply with applicable law.

This indemnity survives termination of these Terms.

12. Disclaimer

While ASMIRT is committed to ensuring that ASMIRT eLearning is safe and available for use, and that any errors in content are corrected as soon as possible, ASMIRT and its subsidiaries, affiliates and its third-party licensors do not warrant that:

- ASMIRT eLearning will function uninterrupted or securely, or will be available at any particular time or location;
- any errors or defects will be corrected in a timely manner;
- ASMIRT eLearning is free of viruses or other harmful components; or
- the results from using ASMIRT eLearning will meet your requirements.

To the extent permitted by law, this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access, alteration of or use of record in connection with the use or operation of ASMIRT eLearning.

ASMIRT makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on ASMIRT eLearning for any purpose. Any reliance you place on such information is strictly at your own risk. ASMIRT disclaims any express or implied warranty representation or guarantee as to the effectiveness or profitability of ASMIRT eLearning or that its operation will be uninterrupted or error-free. ASMIRT is not liable for the consequences of any interruptions or error in ASMIRT eLearning.

13. General

Governing Law: These Terms are governed by the laws of the state of Victoria, Australia, and you agree to the non-exclusive jurisdiction of courts in Victoria for any disputes that might arise.

No reliance: You acknowledge that you have not relied on any representation, warranty or statement made by us, other than as set out in these Terms or our Privacy Policy.

No waiver: No clause of these Terms will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

Severability: Any clause which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.

Assignment: You may not assign or otherwise create an interest in your agreement with us without our prior written consent. We may assign or otherwise create an interest in our agreement with you under these Terms by written notice to you.

14. Contact us

If you have any questions about the Terms of Use, please contact ASMIRT using the details below:

cpd@asmirt.org

Part B: Collection Statement

The Australian Society of Medical Imaging and Radiation Therapy ABN 29 926 779 836 (**ASMIRT, we, us, or our**) provides the online educational platform known as ‘ASMIRT eLearning,’ together with its functionalities, features, websites, APIs and related software (**ASMIRT eLearning**).

When you:

- register for, access or use ASMIRT eLearning (**ASMIRT eLearning User**), or otherwise contribute to its content; or
- otherwise contact or communicate with us in connection with ASMIRT eLearning,

you will likely provide us with your personal information.

We take your privacy seriously, and this collection notice provides some important information about how we will collect and handle your personal information. It should be read alongside our [Privacy Policy](#).

What personal information will be collected?

Personal information broadly includes information or an opinion about an individual who is reasonably identifiable. The type of personal information we collect about you will ultimately depend on how you interact with us and ASMIRT eLearning.

Generally, if you are an ASMIRT eLearning User, we’ll collect:

- your full name and contact details;
- your email address;
- any security verification information you provide when registering your account;
- your unique account details for ASMIRT eLearning (such as your username and password, or your membership login credentials);
- any other information you provide when registering for, accessing or using ASMIRT eLearning, including any feedback, communications with us, or other interactions that occur via the platform;
- if you make a purchase via ASMIRT eLearning (such as for access to certain content), details of that purchase (which may include your credit card or financial information), and copies of the transaction record and receipt; and
- information and data about how you use ASMIRT eLearning; and
- any other information you provide to us.

If you otherwise contact or communicate with us, we’ll generally collect the personal information you provide to us, and any other personal information that’s collected when we manage or facilitate our interactions with you.

If you contribute to ASMIRT eLearning’s content, we will generally collect your name and contact details, information about your area of professional expertise, qualifications and background, information about your relationship and interactions with us, and the relevant content and materials (including any images or recordings).

We will not typically seek to collect any sensitive information (which is personal information about a person’s race, ethnic origin, sexual orientation, health, political views, or religious beliefs), however we may do so if you choose to disclose it to us – for example, if it’s contained within any content you post.

What it means if you **don’t provide** your personal information to us

It’s up to you as to whether or not you choose to provide us with your personal information. However, if you choose *not* to provide your personal information, please note that:

- you will be unable to register for or use ASMIRT eLearning (or contribute to its content); or

- we may be unable to process, manage and respond to your contact or communications with us.

Why we are collecting your personal information

We're collecting your personal information for the primary purpose of:

- if you are an ASMIRT eLearning User, enabling you to access and use ASMIRT eLearning; or
- if you are contributing content for ASMIRT eLearning, enabling us to curate, publish and disseminate such content for the purposes of our platform; or
- if you otherwise contact or communicate with us, to manage and facilitate our interactions with you.

We may also use and disclose your personal information for other related purposes such as:

- communicating about ASMIRT eLearning and ASMIRT's events and conferences;
- responding to your queries or complaints, or sending you updates and notifications;
- allowing our contractors and advisers to provide the services that are necessary for us to manage our business and operations;
- ensuring compliance with our Terms of Use;
- performing analytics to understand and improve ASMIRT eLearning from the usage data and user choices, such as on how you interact with ASMIRT eLearning, including the content you view, the features you use, your engagement with content and your navigation within the platform; and
- to comply with our legal obligations

Personal information will only ever be used or disclosed for purposes beyond those listed in this section if we are required or permitted to do so by relevant laws.

Who we might disclose your personal information to

To fulfil the purposes described above, we may disclose your personal information to:

- our service providers who support and enable us to provide our services and operate our business, such as:
 - our information technology, network, website, software, and cloud service providers;
 - our payment gateway providers;
 - our external professional advisers; and
- other conference or event attendees, or eLearning Users – if you have provided us with content contributions (or have otherwise posted publicly within ASMIRT eLearning or on our websites or platforms).

Some of these entities will be located overseas, including in the United States of America, United Kingdom and Columbia (but these locations may change from time to time).

We will take reasonable steps to ensure that all recipients of your personal information abide by the Privacy Act and the Australian Privacy Principles.

Our Privacy Policy and how to contact us

Our [Privacy Policy](#) includes important information about how we will collect, handle, and hold your personal information. It also includes our contact details if you have any questions or would like to request access to or correction of your personal information.