

TV Health News Database – Terms of Use

COMMONWEALTH OF AUSTRALIA Copyright Regulations 1969

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1. Introduction

- a) The Australian Health News Research Collaboration TV Health News Database (“**Database**”) is operated by The University of Sydney (ABN 15 211 513 464) (“**we**”, “**us**” or “**our**”).
- b) Your access to and use of the Database and any of the video files (“**Content**”) made available on the Database is subject to these terms of use (“**Terms**”).
- c) Please carefully read these Terms before you use this Database. In using and continuing to use the Database, you agree to be bound by these Terms. If you do not accept these Terms, you should not continue to use the Database.

2. Changes to these Terms

- a) We may change the Terms at any time by posting the changed Terms at <http://sydney.edu.au/medicine/public-health/AHNRC/> (“**Site**”).
- b) Amendments will be effective immediately upon notification on the Site. Your continued use of the Database following such notification will represent an agreement by you to be bound by the Terms as amended.

3. Usage rules

- a) The Database and the Content is supplied solely for educational purposes as permitted by the *Copyright Act 1968* (Cth) (“**educational purposes**”).
- b) You may view a copy of any part of the Content from the Database for educational purposes only in the course of the normal use of the Database.
- c) You are prohibited from doing any act that we, in our reasonable discretion, deem to be inappropriate, and, except as permitted under the *Copyright Act 1968* (Cth), other applicable laws, or as expressly authorised by us or these Terms, you must not:
 - (i) adapt, transmit, print, communicate to the public other than to staff or students of your institution, distribute, publish, create derivative works from or use any part of the Database or the Content for any non educational purpose whatsoever;
 - (ii) loan copies of any part of the Content to any student or staff member of your institution, or to any other person, in any circumstances;
 - (iii) use any of the Database or the Content for commercial purposes or commercial gain or to establish, operate or maintain your own product or service offering;
 - (iv) whether through the use of additional software or otherwise, data mine or conduct automated searches of the Database or the Content;
 - (v) incorporate any of the Content with any other material, including advertising and promotional material;

- (vi) create links to the Database from any other website on the internet or frame or mirror the Database;
- (vii) tamper with, hinder the operation of or make any modifications to the Database or the Content;
- (viii) knowingly transmit any virus, worm, trojan horse or other disabling feature to or via the Database; or
- (ix) attempt to do, or permit any other person to do, any of the above acts.

4. Access to the Database

- a) You agree to treat as strictly private and confidential any password, user name or user ID which you may have received from us to access this Database, and will not cause or permit any such information to be communicated, copied or otherwise divulged to any person whatsoever. Specifically, you will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- b) We do not represent or warrant that the Database or the Content complies with the laws of any country outside of Australia. If you access and use the Database or the Content from outside Australia, you do so at your own risk.

5. Intellectual Property Rights

- c) All intellectual property rights to the Database (including the software, design, text, data, icons, logos, sound recordings and graphics comprised in the Database and the layout of the Database) are owned by the University of Sydney or its licensors.
- d) The Content has been copied and communicated to you by or on behalf of The University of Sydney pursuant to Part VA of the *Copyright Act 1968* (Cth). Information or materials procured from a third party may be the subject of copyright owned by that third party.

6. No warranty

- a) We take all reasonable care in compiling the Database, including the Content. However, the Database and the Content is provided 'as is' and we do not warrant or represent that they are complete, current or free from errors or omissions.
- b) We provide our services with reasonable care and skill and endeavour to ensure availability of our services and access to the Database. However, the availability of our services and access to the Database may be interfered with by numerous factors, including those outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that our services and/or your access to the Database or the Content will be continuous, uninterrupted, timely, free from errors, faults or viruses, or secure.

7. Our liability to you

- a) The Database and Content is being provided free of charge to you and as such you use it at your own risk and without warranty as set out above in clause 6.
- b) We do not accept any liability to you for any losses (whether direct or otherwise) that result from your use of the Database or the Content, except that we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to the extent permitted by that legislation.

8. Your liability and indemnity to us

- a) You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by our negligence.
- b) You agree to indemnify us for all losses we directly or indirectly sustain or incur as a result of any breach by you of our (or our licensors') intellectual property rights.

9. Our rights to terminate, suspend or limit your access to the Database

We may suspend, terminate or limit your access to the Database and/or any Content (as applicable) at any time with as much warning as we reasonably can, including (without limitation) if:

- a) we reasonably believe that there is a real risk of loss or damage to us or another if we do not suspend, terminate or limit your access to the Database and/or any Content (as applicable);
- b) the law requires us to do so;
- c) we believe on reasonable grounds that providing you with access to the Database or any Content is illegal or may become illegal;
- d) there is an emergency;
- e) if it is necessary for maintenance or repair of relevant equipment or systems; or
- f) if there are other reasonable grounds for us to do so.

10. General

- a) If any of these Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.
- b) If we do not act in relation to a particular breach by you of these Terms, this will not be treated as a waiver by us of our right to act with respect to subsequent or similar breaches. If you do not act in relation to a particular breach by us of these Terms, this will not be treated as a waiver by you of your right to act with respect to subsequent or similar breaches.
- c) These Terms (and your dealings with us) are subject to the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.