



WEBSITE TERMS AND CONDITIONS

These terms and conditions ("**Terms**") apply to the entire website under the top level domain name www.cdu.edu.au/laal ("**Website**") and form a binding contractual agreement between "**you**", the user of the Website, and Charles Darwin University ("**CDU**", "**we**" or "**us**").

These Terms are important - please read them carefully. Your use of the Website is an acknowledgement that you have read these Terms and constitutes your agreement to abide and be bound by these Terms. Should you have any questions in relation to these Terms, you should contact us at livingarchive@cdu.edu.au before you use the Website. By using and continuing to use the Website you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree with any of the Terms, do not use the Website and you must leave the Website immediately.

If you breach any of the Terms, you are prohibited from continuing to use the Website regardless of whether you are able to continue to access the Website.

We may, without notice, update or otherwise change these Terms periodically, and any such changes will be posted to this page. Your continuing use of the Website constitutes your agreement to be bound by any such changes. We are not obliged to notify you of any changes but will endeavour to alert you to any significant changes.

1. **Disclaimer**

- 1.1 Whilst every effort has been made to ensure the information contained in this Website is correct and current at the time it was first published on the Website, to the full extent permitted by applicable law we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products or services contained on the Website for any purpose. To the full extent permitted by applicable law, the information contained on the Website is provided in good faith, purely for informational purposes only and on an "as is" basis. Any reliance you place on the information contained on the Website (including the currency, accuracy and completeness of training packages) and any action you take in reliance on such information is strictly at your own risk.
- 1.2 This Website contains text, graphics, images and information that is provided as strictly general information only. We make no representation that the information contained on the Website is advice which can or should be relied on.

2. **Copyright Licence**

- 2.1 This Website and its contents ("**Work**") are subject to the Creative Commons Attribution-Noncommercial-No Derivs 3.0 Licence Australia ("**Licence**") as represented by the following notation:



This means that you can:

- (a) share, copy and redistribute the Work in any medium or format,
provided that you:

- (b) give appropriate credit, provide a link back to the Website and to the Licence and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests that we or the author of the Work endorses you or your use. The credits that you must provide if you share any of the Work are set out on that material;
- (c) do not use the Work for commercial purposes; and
- (d) do not apply legal terms or technological measures that legally restrict others from doing anything that the licence permits.

2.2 The full terms of the Licence can be found [here](#).

2.3 Components of the Work belong to the Aboriginal language owners, creators of the materials and their descendants, and accordingly we request that in addition to the Licence conditions, you also take into consideration the following protocols:

- (a) ATSLIRN - Aboriginal and Torres Strait Islander Library and Information Resources Network Protocols found [here](#), and
- (b) Indigenous Cultural and Intellectual Property (ICIP) found [here](#).

3. *Our Rights Retained*

3.1 Subject to the above terms, we reserve the right to release the Work under different licence terms or to stop distributing the Work at any time. However, any such release will not serve to withdraw this Licence (or any other licence that has been granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

4. *Your Responsibilities*

4.1 You acknowledge and agree that:

- (a) we may alter, amend or cease the operation of the Website at any time in our sole discretion;
- (b) we retain the right in our sole discretion to remove any content or information you add or post on the Website if we believe that it violates these Terms or for any other reason; and
- (c) the Website may not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

4.2 You agree not to add any content or transmit to the Website any material which:

- (a) is, or could reasonably be considered to be, threatening, defamatory, obscene, offensive, inappropriate, disparaging, indecent, pornographic, abusive, discriminatory, seditious, blasphemous, liable to incite hatred or is in breach of confidence or privacy;
- (b) is proprietary or is not properly licensed, approved or otherwise permitted for use on the Website;
- (c) would cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (d) violates or infringes the copyright, trademarks, service marks or other proprietary rights of any person;
- (e) constitutes or encourages an illegal act - including criminal or civil liability, or acts which are otherwise prohibited by the law of any relevant country in the world;
- (f) infringes on the rights of a third party in any country in the world;

- (g) has the potential to cause technical damage to the Website, or the equipment of other users of the Website (including, without limitation, viruses, trojans, worms, corrupted data or other malicious data or code); or
- (h) that would bring us, or the Website, into disrepute.

4.3 In using the Website, you must not:

- (a) breach any laws and regulations, or use the Website for any purpose that is unlawful or in breach of these Terms;
- (b) attempt to "hack" the Website. This includes "phishing", accessing "hidden" URLs, attempting to trigger remote code for the purpose of accessing data or material you would not otherwise have access to;
- (c) knowingly transmit any virus, corrupt files or any other software or function that may damage the operation of the Website or other disabling feature to the Website, or
- (d) interfere with or inhibit other users from enjoying or using the Website.

4.4 You must take your own precautions to ensure that your process for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system. We take no responsibility for any such damage which may arise in connection with your use of the Website.

4.5 The Website is intended for use by residents of Australia only. However, this Website may be accessed from countries other than Australia and if you access and use the Website outside Australia you are responsible for complying with your local laws and regulations.

5. *Images of Aboriginal and Torres Strait Islander People*

5.1 This Website may contain the names and images of Aboriginal and Torres Strait Islander people now deceased. This Website may also contain links to other sites that may use images of Aboriginal and Islander people now deceased. We respect cultural sensitivities and will take reasonable steps to stop the use of your name and image on the Website once we have received written notice that you have passed away. However, despite those efforts, your name and image may still be published and distributed or remain in circulation. Please contact us at livingarchive@cdu.edu.au if you have any concerns, or you wish to contact us about names and images that should be removed.

6. *Third Party Sites*

6.1 The Website may contain links to third party sites. We have not reviewed these websites and cannot vouch for the content on their pages. We are not responsible for the condition or content of those sites. You access those sites and/or use the site's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement, sponsorship or approval by us of the sites or the products or services provided on such sites.

6.2 You are welcome to link to the Website provided you do so tastefully. If we feel your link is not in good taste, is damaging to our brand, or for any other reason, we reserve the right to withdraw the right to link to the Website. You agree to remove the offending link immediately upon our request for you to do so.

7. *Intellectual Property Rights*

7.1 Nothing in these Terms constitutes a transfer of any intellectual property ownership rights. You acknowledge and agree that, as between you and us, we (and where relevant, our contributors) own all intellectual property rights in the Website.

7.2 You must not print, publish, modify, link to or distribute any content from the Website or any other documentation that we provide to you, unless you have complied with the License and these Terms. Further, you must not download any content unless you see a “download” or similar link displayed on the Website for that content.

8. Liability

8.1 To the full extent permitted by law, CDU, and its employees, agents and consultants, and all parties who have contributed content that form part of the Works (the “Indemnified Parties”) exclude all liability in respect of loss of data, interruption of business or damage (including consequential, special or incidental damage) arising from the use of, or reliance on, any information on the Website whether or not caused by any negligent act or omission.

8.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

8.3 We reserve the right to cancel, interrupt, reschedule or modify the content of any part of the Website and we will not be liable for any loss as a result of this.

8.4 The content on this Website, linked websites and social media sites may include views or recommendations of third parties which do not necessarily reflect our views or indicate a commitment to a particular course of action. To the maximum extent permitted by applicable law, we will not be liable for any direct, indirect, incidental or punitive damages, including loss of profits, goodwill or intangible losses resulting from any delay in removing or failure to remove content from the Website or any linked social media site after receiving a request for removal even if we knew or should have known of the possibility of such loss or damage and whether damages are claimed in contract, tort (including negligence) or statute.

8.5 You indemnify and hold harmless the Indemnified Parties in respect of any and all claims, loss or damage of any kind whatsoever (including legal costs and disbursements on a full indemnity basis), arising directly or indirectly out of or in any way connected to any:

- (a) act or thing done by any of the Indemnified Parties in good faith and purportedly pursuant to a right granted to any of them under these Terms;
- (b) breach by you of any of the provisions of these Terms;
- (c) any willful, unlawful or negligent act or omission by you.

8.6 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If any law prohibits the exclusion of such warranties, conditions or obligations, CDU limits its liability to the extent permitted by law, to the re-supply of the information.

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, on notice to you (solely at our option), if you have, in our reasonable opinion, breached these Terms in any way, and we may also terminate the Licence in accordance with the terms of the Licence.

9.3 Clauses 1 (*Disclaimer*), 2 (*Copyright Licence*), 5 (*Images of Aboriginal and Torres Strait Islander People*), 7 (*Intellectual Property Rights*), 8 (*Liability*), 9 (*Termination*), 10 (*Disputes*), 11 (*General*), 12 (*Privacy*) and 14 (*Governing Law and Severability*) shall survive the termination of these Terms.

10. Disputes

10.1 Prior to resorting to any external dispute resolution process, you and we agree to use best endeavours to use mediation and negotiation to resolve any dispute arising out of or relating to these Terms. Please notify us in writing at livingarchive@cdu.edu.au of any dispute you may have in respect of these Terms.

11. General

11.1 You must not assign, sublicense or otherwise deal in any other way with any rights or obligations under these Terms whether in whole or in part – except as permitted under these Terms. Any unauthorised assignment, sublicense or other dealing shall be deemed null and void.

11.2 If we do not act in relation to a breach by you of these Terms, this does not waive our right to act with respect to that or subsequent or similar breaches.

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 it.

12. Privacy

12.1 Your privacy is important to us and we value your personal information. “**Personal Information**” is government information from which a person’s identity is apparent or is reasonably able to be ascertained. If you have any questions relating to our privacy policy and practices, you can contact us at livingarchive@cdu.edu.au

12.2 The Information Privacy Principles (“**IPP**”), as set out in Schedule 2 of the Information Act (NT), protect the privacy of personal information held by Government by ensuring that it may only collect information necessary for its functions, activities and services. The Information Act can be read in full [here](#). CDU complies with the IPP. To this end, we only collect personal information that you provide to us voluntarily through the Website, and which is necessary for us to provide the content to you, including developing and improving the Website from time to time and website and system administration, and for the purposes of sending communications to you if you have indicated that you wish to receive communications from us. The only personal information we collect through the Website are:

- (a) your name;
- (b) your email address; and
- (c) your telephone number.

12.3 We do not disclose your personal information that we collect through the Website to third parties without your consent, unless required by law. For example, we may disclose your email details to the relevant authorities if necessary to protect the safety of the public or to protect the rights and property of CDU.

12.4 We use website management tools which record:

- (a) the type of browser you are using;
- (b) your traffic patterns through the Website;
- (c) the date and time of your visit to the Website;
- (d) the pages you accessed and content downloaded;
- (e) the previous page you visited prior to accessing the Website; and
- (f) the Internet address of the server accessing the Website.

12.5 Our internet service provider may monitor email traffic for system trouble shooting and maintenance purposes only.

12.6 The Website contains links to other Government and non-Government organisations which may use other monitoring tools or collect and manage information via methods other than those described above. You are advised to check the privacy statements on the relevant web site.

13. *Accessibility*

13.1 This Website has been created to specifically provide services to remote Indigenous communities. If you have accessibility issues in relation to the Website, particularly if you are from a remote Indigenous community, contact us at livingarchive@cdu.edu.au.

14. *Governing Law and Severability*

14.1 If any provision of these Terms is held by a competent authority to be invalid or unenforceable or otherwise becomes illegal, in whole or in part, it is to be read down or severed to the extent necessary and the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.

14.2 These Terms are governed by the laws of the Northern Territory, Australia and each party submits to the jurisdiction of the courts of the Northern Territory.