

Recitals

A. The Licensee wishes to provide its registered library/University users with access to the Philanthropy Australia – Directory of Funders.

B. Philanthropy Australia agrees to provide the Licensee with access to the Philanthropy Australia – Directory of Funders on the terms of this Subscription Agreement.

Definitions:

Term	Meaning
Authorised User	On-site users of any Library/University owned and operated by the Licensee.
Content	The Philanthropy Australia – Directory of Funders as accessible via the Website.
Fee	The Annual Fee, as determined by Philanthropy Australia and payable by the Licensee for access to the Content.
Nominated IP Address	Any IP Address specified by the Licensee.
Website	The Philanthropy Australia website www.philanthropy.org.au

1 Licence of the Content

1.1 Grant of licence

- (a) Philanthropy Australia grants to the Licensee a non-exclusive and non-transferable licence to access and use the Content in Australia, subject to the terms of this Agreement.
- (b) Nothing in this Agreement confers on the Licensee any intellectual property rights in, or in connection with, the Content, except as licensee.

1.2 Terms of use

- (a) The Licensee must not, and must not authorise, permit, cause or procure any other person to:
 - (1) use the Content for any other purpose other than the Purpose;
 - (2) make the Content accessible to anybody other than Authorised Users;
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 - (4) remove or obscure any copyright or trade mark notices on the Content;
 - (5) use any trade mark owned or used by Philanthropy Australia without the approval of Philanthropy Australia;
 - (6) print, download or electronically store more than a reasonable portion of the Content, having regard to the Purpose and any rights expressly granted by applicable copyright law;
 - (7) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process to process, monitor, copy or extract any of the Content or the Website;
 - (8) access the Website from any premises or location outside the control of the Licensee (unless agreed with Philanthropy Australia); or
 - (9) reproduce, copy or supply to any person a copy of, or alter, modify, reverse engineer, disassemble, reverse assemble or reverse compile, the whole or any part of the Website or the Content except as expressly permitted by this Agreement.
- (b) The Licensee must:
 - (1) Provide to Philanthropy Australia the designated IP addresses;
 - (2) use all reasonable efforts to protect the Content from unauthorised use, reproduction, distribution or publication;
 - (3) obtain all necessary approvals or consents required in addition to this licence for the use of the Content;
 - (4) promptly notify Philanthropy Australia where it becomes aware of any unauthorised use of the Content; and
 - (5) provide Philanthropy Australia with assistance in any investigation of unauthorised use of the Content.

1.3 Access to the Content

Philanthropy Australia may restrict access to the Content via the Website to prevent access by any computer which may be using an IP address other than a Nominated IP Address.

2 Fee

The Licensee must pay the Fee in accordance with the timing and other requirements as set out in Schedule 1.

3 Term and Termination

- (a) This Agreement shall run for 12 months from the receipt of payment as set out in Schedule 1.
- (b) If the Licensee breaches any term or condition of this Agreement, Philanthropy Australia may;
 - (1) notify the Licensee of the breach, require that the Licensee remedy the breach within 5 Business Days; and
 - (2) terminate this Agreement if the Licensee has not complied with the terms of the notice in paragraph (1) above.
- (c) Philanthropy Australia may immediately terminate this Agreement if the Licensee becomes insolvent.

4 Limited warranty

To the extent permitted by law:

- (a) Philanthropy Australia does not guarantee or warrant the accuracy, adequacy or completeness of the Content, the availability of the Website or that the Website will be free from viruses or defects;
- (b) all Content is provided on an 'as is' and 'as available' basis and without guarantees or warranties of any kind, either express or implied;
- (c) all terms implied by law, except those that cannot be lawfully excluded, are excluded; and
- (d) Philanthropy Australia reserves the right to modify the Content without notice.

5 General

5.1 Governing law and jurisdiction

This Agreement is governed by the law in force in Victoria, Australia.

Schedule 1

Fee \$1090 + GST per annum, payable in advance, non-refundable and reviewed annually.

Upon paying the Subscription Fee, the Licensee agrees to the Terms as outlined in this Subscription Agreement.

Term: 12 months commencing upon receipt of payment and renewable by payment of the Fee.

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