SCIS Subject Headings Licence Agreement

IMPORTANT – please read the following terms and conditions carefully before accessing SCIS Subject Headings.

Definitions of terms used in this Licence:

Internal Educational Purposes: includes, without limitation, use by the Licensee in relation to a Joint Use Library;

Joint Use Library: a library, the catalogue of which includes titles from:
(a) a school library; and
(b) one or more of another school library, a tertiary institution library or a public library;

Library system: any system used in the licensed site;

Licence: the licence granted pursuant to clause 2 of this licence agreement;

Licensee: any person authorised to access SCIS Subject Headings;

Licensor: Curriculum Corporation (ABN 18 007 342 421);

Licensed Site: the site specified by the Licensee in the SCIS Subject Headings subscription form;

Headings: subject headings copied pursuant to clause 2;

Subscription Period: twelve months

By using SCIS Subject Headings the Licensee acknowledges having read and understood these terms and conditions and agrees to be bound by them.

1. No person is authorised to access SCIS Subject Headings without agreeing to be bound by the terms of this licence agreement.

2. For the Subscription Period, and subject to the terms of this licence agreement, the Licensor grants to the Licensee a non-exclusive, non-transferable licence to:

access SCIS Subject Headings; and/or copy SCIS Subject Headings for use only:
(i) within the Licensed Site; or
(ii) for internal educational purposes.

3. Copyright in all Headings always vests in the Licensor and the Licensor retains all rights to SCIS Subject Headings. Except as permitted by this Licence, the Licensee must not exercise any of the exclusive rights of the Licensor under the Copyright Act 1968 (Commonwealth) in relation to the Headings, including without limitation, copy, distribute or transfer the Headings, or permit any third party to do so.
4. The Licensor may terminate this Licence:
   (a) at any time by informing the Licensee in writing of termination; or
   (b) immediately if the Licensee commits any breach of the terms and conditions of this Licence, or
        infringes the copyright of the Headings.

5. The Licensee must immediately choose a secure alternative password to the default password
   issued by the Licensor on commencement of subscription to SCIS Subject Headings. The Licensor
   must take all such steps for the security of subscriber user name and password as a prudent party
   takes for the security of confidential information, including, but not limited to, regular alteration of the
   password.

6. The Licensee must not divulge or communicate the Licensee’s subscriber User name or password
   to any third party or assist or allow any third party to access SCIS Subject Headings.

7. The Licensor provides a limited warranty that accessibility and useability of SCIS Subject Headings
   will be substantially in accordance with the written materials accompanying the subscription form.

8. To the extent that:
   (a) the Licensor breaches the limited warranty provided at clause 7; or
   (b) the Licensor’s liability cannot be lawfully excluded, the Licensee’s exclusive remedy is, at the
       Licensor’s option, full or unexpired subscription credit with the Licensor of the price paid, or full or
       unexpired subscription return.

9. To the extent lawful, the Licensor gives no other representation or warranty with respect to SCIS
    Subject Headings, either express or implied, including, but not limited to, performance,
    merchantability or fitness for a particular purpose, and assumes no responsibility for the accuracy of
    the information on SCIS Subject Headings, application errors, omissions or viruses. The entire risk
    in relation to the results and performance of SCIS Subject Headings is assumed by the Licensee. In
    no event will the Licensor be liable for direct, indirect, special, incidental or consequential damage
    arising out of the use of or inability to use SCIS Subject Headings, even if the Licensor is notified by
    the Licensee of the possibility of such damages. Specifically, the Licensor is not liable for any costs,
    including, but not limited to, those incurred as a result of lost profits or revenue, loss of the use of
    the SCIS Subject Headings, loss of data and equipment, of data or claims by third parties.

10. Clause 4 survives termination or expiry of the Licence.

This Licence is governed by the laws of Victoria, Australia.