

TERMS OF USE

CALL Collection Website and Archive

INTRODUCTION

By using the CALL Collection website and the materials available on and through it, you are agreeing to be bound by these CALL Collection Website Terms of Use (Terms of Use), the Batchelor Institute Privacy Policy and the CALL Collection Protocols as adopted from time to time and as made available by Batchelor Institute.

Material that you access through the CALL Collection website may be from an External Provider, which may also be subject to certain licences to use the material, such as Creative Commons licences (External Provider Terms). Icons will inform the user which Creative Commons licence applies to what material.

The Terms of Use and the External Provider Terms form a legally binding agreement between you, Batchelor Institute and/or the External Provider. If there is any inconsistency between the Terms of Use and the External Provider Terms then the External Provider Terms will prevail, but only to the extent that it applies to the particular materials and to the extent necessary to resolve any conflict. By using the CALL Collection website, you acknowledge that you have read and agree to abide and be bound by these Terms of Use.

In order to access and use material on the CALL Collection website the user must accept the Terms of Use and be bound by these Terms of Use. A pop-up box containing this information will appear before you can access or use the material on the CALL Collection website. In some cases, Batchelor Institute may ask you to provide your name or other identifying or contact details. All personal information of the user will be managed in accordance with the Batchelor Institute Privacy Policy and these Terms of Use. You will ensure that any registration information you give to Batchelor Institute is accurate, correct and up to date.

Batchelor Institute may change the Terms of Use or an External Provider may change their External Provider Terms at any time without giving you notice, so please check them each time you visit the CALL Collection website.

If you breach the Terms of Use, you are prohibited from continuing to use the CALL Collection website regardless of whether you are able to continue to access the CALL Collection website.

TERMINOLOGY

CALL means Centre for Australian Languages and Linguistics at Batchelor Institute.

CALL Collection means the archive of materials including text, audio, moving images, still images and ebooks made by Batchelor Institute and CALL staff and students, language workers, linguists, schools and Literature Production Centres.

CALL Collection website means the website with the URL www.call.batchelor.edu.au (or any URL replacing it or containing it within the URL) and associated web services, internet publishing tools, software, tools etc.

End User Licence means the licence that applies for use of the material on the CALL Collection website by the user.

External Provider means an individual or organisation external to Batchelor Institute that makes material available on or via the CALL Collection website and/or as part of the CALL Collection.

External Provider Terms means the licence from External Providers that applies for use of material on the CALL Collection website by the user, which may be different to an End User Licence.

Indigenous Cultural and Intellectual Property or ICIP means Indigenous peoples rights to their heritage. Heritage comprises all objects, sites, cultural expression and knowledge including language, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Indigenous group or its territory.

Material means material or content in the CALL Collection and on the CALL Collection website; includes, but is not



limited to, multimedia such as moving images, videos, sound files, talking books, ebooks, still images, photos, other images, music; textual material such as books, papers, articles, reviews, annotations, comments, forum and blog postings, information; cultural information and Indigenous Cultural and Intellectual Property.

Non-commercial means not intended for or directed towards commercial advantage or private monetary gain or compensation.

You/user means you as a website user, user of material from the CALL Collection and/or on the CALL Collection website or provider of material to the CALL Collection and/or CALL Collection website.

USING THE CALL COLLECTION MATERIAL

If you want to access or use material from CALL Collection available on the CALL Collection website, you agree to abide and be bound by the licencing rules that apply to you, and why you want to use the material, as follows:

End User Licences

1. The General Public – *Personal Use Only*

If you are a member of the general public, you can view the material online or download a copy of the material for your own personal, non-commercial use.

You are not permitted to:

- make any further copies of the material;
- publish the material;
- communicate or pass the material onto anyone else electronically or online;
- change, alter or adapt the material for any purpose.

2. Education – *Teaching, Learning and Research*

If you are a teacher, student or researcher, you can view the material online, download the material and copy the material for non-commercial educational and research purposes only. For example, a teacher can make copies of material to show their class; a student can make a copy of material for a class presentation.

You will ensure that anyone you provide copies of the material to abide by these Terms of Use.

You are not permitted to:

- publish the material;

- communicate or pass the material onto anyone else electronically or online;
- change, alter or adapt the material for any purpose.

3. Culture and Language – *Cultural Maintenance, Teaching and Learning in your own language*

If you are using the material for your own language or cultural purposes (for example, cultural and language maintenance; study of your language), you can view the material online, download the material; copy the material; and change, alter or adapt the material, for non-commercial, educational, research and cultural maintenance purposes only. Make sure that you have the correct permission from Elders to share, publish, communicate or pass on the material with your community or the public.

For example, children learning their language can copy material to make a talking book; a community can copy a story from their language and pass it to Elders on a trip to country; a member of the community can then add to the story based on what she is told by the Elders and include this story in an article she writes about the trip which is then published in the community newsletter online.

You will ensure that anyone you provide the material or adapted material to abide by these Terms of Use.

You are not permitted to copy, publish, communicate or pass on the material, or your changes, alterations or adaptations to the material, for any commercial purpose.

EXTERNAL PROVIDER TERMS

(E.G. CREATIVE COMMONS LICENCES)

Some material in the CALL Collection provided from External Providers may be subject to External Provider Terms, such as Creative Commons licences, which are different to the End User Licences listed above. If External Provider Terms apply to material these terms will be specified on the CALL Collection website. For example, Creative Commons licences apply to some material on the CALL Collection website which means the user can use the material under the Creative Commons rules rather than the End User Licence above that applies to them. Icons inform the user which Creative Commons licence applies.

General – these terms apply to all users

If you use or download material from the CALL Collection website you:

- Recognise that most of the material is protected by copyright and other intellectual property rights and may include ICIP, and will respect all of those rights;
- Will only use the material in the manner specified in the End User Licence that applies to you and/or the External Provider Terms;
- Won't change, alter or adapt the material, or circulate material that has been changed, altered or adapted, beyond the scope of the licence that applies to you or that material;
- Won't remove any identifier of ownership or terms of use that relate to the material;
- Won't use the material for commercial purposes under any circumstances without first seeking written permission from the copyright owner and/or traditional owner/ICIP custodian (contact the CALL Collection for assistance);
- Will acknowledge, reference or attribute Batchelor Institute, the CALL Collection and the relevant creator, copyright owner, provider and traditional owner/ICIP custodian, as relevant, in any use of the material;
- Won't apply legal terms or technological measures to the material that legally restrict others from doing anything that the licence permits;
- Recognise that the material is provided without any warranty regarding its quality, accuracy, completeness, currency, relevance or suitability for any particular purposes and that you use the material at your own risk (see Disclaimer below);
- Respect any restrictions regarding the availability of the material, such as sensitive or secret/sacred or private material.

If you want to use the material in the CALL Collection/on the CALL Collection website beyond the scope of the End User Licence that applies to you or the relevant External Provider Terms, you must ask permission from the copyright owner and Traditional Owner/ICIP Custodian. For further assistance with seeking this permission, contact the CALL Collection Project Officer on (08) 8939 7103 or email library@batchelor.edu.au

BACHELOR INSTITUTE RIGHTS

Batchelor Institute reserves the right to make material available under different licence terms or to remove material from the CALL Collection website at any time. However, any new licence terms or the removal of material from the CALL

Collection website will not have the effect of withdrawing the licence that has previously been granted to users under these Terms of Use or External Provider Terms and that licence will continue in effect unless otherwise terminated i.e. for breach of the Terms of Use.

You acknowledge and agree that:

- Batchelor Institute may at any time, in its sole discretion,;
 - ◊ change, alter or stop the operation of the CALL Collection website;
 - ◊ remove material from the CALL Collection and/or the CALL Collection website;
 - ◊ remove any content or information you add or post on the CALL Collection website;
- Batchelor Institute may remove material from the CALL Collection and/or the CALL Collection website or add restrictions to use for cultural reasons. Please note, Batchelor Institute can't remove material from other people's computers or files if they have already copied it from the CALL Collection website;
- The CALL Collection website may not operate on a continuous basis and may be unavailable from time to time.

USER RESPONSIBILITIES

You must not print, publish, modify, link to or distribute any content from the CALL Collection, the CALL Collection website or any other documentation that Batchelor Institute provides to you, unless you have complied with these Terms of Use, including the relevant user licence. You must not download any material unless you see a "download" or similar link displayed on the CALL Collection website for that material.

You agree not to add or transmit any material or content or use the CALL Collection or the CALL Collection website in a manner that:

- is defamatory, malicious, threatening, offensive, abusive, obscene, or otherwise unlawful or that violates laws regarding harassment, discrimination, racial vilification, confidentiality, privacy or contempt;
- is intentionally false or misleading;
- is an infringement of copyright, other intellectual property rights or ICIP rights;
- infringes any rights of a third party;

- would cause you, CALL or Batchelor Institute to breach any law, regulation, rule, code or other legal obligation;
- seeks to promote or endorse commercial products or services or to solicit business;
- deliberately provokes other users, or is inappropriate, repetitive or off topic;
- compromise your privacy or that of other users or that contain inappropriate personal information;
- compromise sensitive data or confidential information around certain material;
- has the potential to cause technical damage to the CALL Collection website, or the equipment of other users of the CALL Collection website, including without limitation viruses, Trojans, worms, corrupted data or other malicious data code;
- would inhibit or interfere with other users' enjoyment and use of the CALL Collection or the CALL Collection website;
- would bring Batchelor Institute, CALL, the CALL Collection or the CALL Collection website into disrepute.

You must not try to circumvent the security features of the CALL Collection website, or tamper with, hack into, or in some other way disrupt any computer system, server, website, router or other device used to host the CALL Collection website or make it available.

You should be aware that any contributions to the CALL Collection website by you may remain online indefinitely.

Batchelor Institute accepts no liability for any interference with or damage to your computer system, software or data occurring in connection with or relating to the CALL Collection website or its use including the tools provided. You are encouraged to take appropriate and adequate precautions to ensure that whatever is selected from the CALL Collection website is free of viruses or other contamination that may interfere with or damage your computer system, software or data.

INTELLECTUAL PROPERTY

The CALL Collection website and the material on it are protected by intellectual property laws, including copyright. Nothing in these Terms of Use constitutes a transfer of any intellectual property ownership rights. Intellectual property rights, including copyright, in this material reside with Batchelor Institute and various other creators, copyright

owners and External Providers as indicated on the CALL Collection website.

The CALL Collection website accesses material from many different sources. All reasonable efforts have been made to ensure that Batchelor Institute have properly acknowledged and attributed the source of the material and obtained the necessary permissions for use. If however you believe that Batchelor Institute have not properly accessed your material, please contact the Batchelor Institute Library on (08) 8939 7103 or email library@batchelor.edu.au.

Trademarks or logos displayed on the CALL Collection website such as the CALL Collection, CALL, Batchelor Press and Batchelor Institute logos or the trademarks of third parties cannot be used without the express written permission of Batchelor Institute or the relevant third party.

ICIP AND CULTURAL SENSITIVITY

The material in the CALL Collection and on the CALL Collection website may contain ICIP which belongs to the Aboriginal or Torres Strait Islander language owners and custodians, creators of the material and their descendants. In any use of the CALL Collection website and the material on the CALL Collection website, you agree to:


- abide and be bound by the CALL Collection Protocols, and
- respect the Traditional Knowledge and the rights of the Traditional Owner/ICIP custodians of that knowledge.

It is a condition of use of the CALL Collection website that users ensure that any disclosure of material contained in the CALL Collection and/or the CALL Collection website is consistent with the views and sensitivities of the Aboriginal and Torres Strait Islander peoples.

This includes:

Language - Users are warned that there may be words and descriptions which may be culturally sensitive and which might not normally be used in certain public or community contexts. Terms and annotations which reflect the author's attitude or that of the period in which the material was created may be considered inappropriate today in some circumstances.

Deceased Persons - Users of the CALL Collection and the CALL Collection website should be aware that in some Aboriginal and Torres Strait Islander communities, seeing the name or image of deceased persons in photographs,



film or books or hearing them in recordings may cause sadness or distress and in some cases offend against strong held cultural prohibitions.

Access Conditions – Materials included in the CALL Collection and on the CALL Collection website may be subject to access conditions imposed by Aboriginal or Torres Strait Islander communities and/or depositors. Users are advised that materials may be subject to these access conditions, which Batchelor Institute is required to uphold.

DISCLAIMER

Batchelor Institute makes the CALL Collection website and material on the CALL Collection website available on the understanding that you use them at your own risk – they are provided ‘as is’ and ‘as available’ and you exercise your own skill, judgment and care with respect to their use or your reliance on them.

Batchelor Institute, External Providers and all parties who have contributed material to the CALL Collection give no warranty regarding the quality, accuracy, completeness, currency, relevance or suitability for any particular purpose of the material or the CALL Collection website.

Batchelor Institute reserves the right to cancel, interrupt, reschedule or modify the material of any part of the CALL Collection or the CALL Collection website and Batchelor Institute will not be liable for any loss as a result of this.

To the fullest extent permitted by applicable law, Batchelor Institute (including its employees, agents, contractors and volunteers), External Providers and all parties who have contributed material to the CALL Collection exclude all liability to any person for any consequences, including but not limited to all losses, interruption of business or damages (including consequential, special or incidental damage), costs, expenses and any other compensation, arising directly or indirectly from your use of or reliance on the CALL Collection website or material or inability to access the CALL Collection website, whether or not caused by any negligent act or omission.

TERMINATION

The Terms of Use terminate automatically if for any reason Batchelor Institute ceases to operate the CALL Collection or the CALL Collection website.

Batchelor Institute may otherwise terminate these Terms of Use immediately, on notice to you (solely at Batchelor Institute’s option), if you have, in Batchelor Institute’s reasonable opinion, breached these Terms of Use or External Provider Terms in any way, and Batchelor Institute may also terminate any licence for use of material granted to you under these Terms of Use or External Provider Terms.

PERSONAL INFORMATION

Batchelor Institute Privacy Policy also forms part of these Terms of Use and describes how Batchelor Institute uses your personal information. Whenever you give Batchelor Institute personal information, you are consenting to its collection and use in accordance with the Batchelor Institute Privacy Policy. Batchelor Institute does not disclose your personal information collected through the CALL Collection website without your consent, unless required by law to do so.

Our internet service provider may monitor email traffic for system trouble shooting and maintenance purposes only. We also use website management tools which record:


- the type of browser you are using;
- your traffic patterns through the CALL Collection website;
- the date and time of your visit to the CALL Collection website;
- the pages you accessed and material downloaded;
- the previous page you visited prior to accessing the CALL Collection website; and
- the internet address of the server accessing the CALL Collection website.

The CALL Collection website contains links to other organisations which may use different methods to collect and manage information and you are advised to check the privacy statements of the relevant site.

EXTERNAL WEBSITE LINKS

The CALL Collection website provides links to a range of external websites; however Batchelor Institute does not have direct control over the material on those linked sites nor the changes that may occur to material on those sites.

It is your responsibility to make your own decisions about the accuracy, completeness, currency, relevance or suitability for any particular purpose of the material on



external websites. Batchelor Institute is not responsible for, and does not endorse, the material on external websites.

LINKING TO THE CALL COLLECTION WEBSITE

Batchelor Institute encourages use of links on external websites to the CALL Collection website. Such links should not suggest that your website, organisation or services/products are endorsed by Batchelor Institute or CALL. Batchelor Institute reserves the right to prevent linking or framing by giving notice on the CALL Collection website.

Please advise the CALL Collection Project Officer at Batchelor Institute Library (library@batchelor.edu.au) of any links you make to the CALL Collection website.

GENERAL TERMS

If you find any inaccurate, out of date or incomplete material on the CALL Collection website, or if you suspect that something is an infringement of intellectual property rights or needs to be restricted for cultural reasons, let us know immediately by contacting the CALL Collection

Project Officer at Batchelor Institute Library on (08) 8939 7103 or email library@batchelor.edu.au

You must not assign, sublicense or otherwise deal in any other way with any rights or obligations under these Terms of Use otherwise than as permitted under these Terms of Use.

No delay, neglect or forbearance on the part of Batchelor Institute in enforcing these Terms of Use will be, or deemed to be, a waiver. Nor will it prejudice any rights of Batchelor Institute.

These Terms of Use are governed by the law applicable to the Northern Territory and the parties submit to the exclusive jurisdiction of the courts of that Territory.

Make sure you understand these Terms of Use. If you have questions feel free to ask us at Batchelor Institute Library: library@batchelor.edu.au or (08) 8939 7103.

Email addresses on the CALL Collection website and in these Terms of Use do not infer consent to send unsolicited commercial electronic messages (email) to those addresses.