



SIRCA Terms and Conditions of Access and Use

Welcome, and thank you for subscribing to SIRCA's analytical research platform (**Platform**), being a collaborative platform for users to share research and collaborate with one another, share knowledge and advance academic research related to their studies. By accessing the Platform, you (in your capacity as a Member and or a Visitor, as defined below) are agreeing to our terms and conditions of use, so please take a few minutes to read over the terms and conditions of use as set out below. Please note that by accessing the Platform you are entering into a legally binding agreement, and agree to the terms set out below, or as amended by SIRCA, in its discretion, from time to time.

The Platform is a shared infrastructure for the development and publishing of collaborative academic research conducted by the Users, and allows users to share research and findings and to collaborate with one another to advance the academic research of Members solely in relation to their studies and/or research at the relevant academic institution.

1. Agreement

- 1.1. You agree that by clicking **Login, Register, Join Now, Sign Up** or similar, that you are entering into a legally binding agreement with SIRCA (also referred to as **us** or **we**), to use and or access the Platform and the Services.
- 1.2. This Agreement includes this User Agreement and the Privacy Statement, and other terms that may be displayed to you when you access and or use the Platform, as may be amended by us from time to time. If you do not agree to this Agreement, do NOT click **Register** (or similar) and do not access or otherwise use any of our Services.
- 1.3. By accessing, browsing or using this Platform, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, please immediately discontinue your use of the Platform.
- 1.4. Registered Members of our Services are **Members** and unregistered users are **Visitors**. Any person who accesses and or uses the Services will be referred to as you, Members and or Visitors (as the context permits). This Agreement applies to both Members and Visitors who access and or use the Platform.
- 1.5. You also agree to our Privacy Statement, that covers how we collect, use, share, and store your personal information.

2. Content and Indemnity

- 2.1. We generally do not review the Content published by Members and posted on the Platform. By using the Platform, you may encounter Content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. You agree that we are not responsible for third parties' (including but not limited to Members' and or Visitors') Content or information that may be published, created, transmitted or displayed on the Platform whilst you are using the Platform and for the consequences of your actions (including any loss or damage that you may suffer) by doing so or for any damages as result of your use of and or reliance on it.
- 2.2. Each Member is and remains solely responsible and liable for (and we have no responsibility to you or to any third party for) the Content posted on the Platform and indemnifies us to the fullest extent permitted by law and pursuant to sections 7 and 8 below, agrees that we will not be liable for any Loss suffered by any third party as a result of any act by a Member and or any Member's failure to comply with the terms of this Agreement or any other party, as a direct or indirect result of a Member's non-compliance with the terms of this Agreement. You understand that all Content that you may have access to as part of or through your use of the Platform is the sole responsibility of the person or organisation from which that Content originated.
- 2.3. You are solely responsible for ensuring that any Content you upload and or submit to the Platform complies with any applicable laws and third party rights, including but not limited to any intellectual property rights, privacy rights and publicity rights. You agree that any information in relation to a user may be used in accordance with our Privacy Policy and that any information posted, such as the username and name of notebooks, on the Platform and or via the Services may be accessible by other users. By accessing the Platform, you consent to the publication of your information on the Platform, which may be viewed by other Members.
- 2.4. In the event of any breach of any obligation owed by the Member to us, including but not limited to that set out in section 9, the Member shall, without limitation, fully indemnify us, our related bodies corporates and related entities against all costs occasioned by that breach or in enforcing our rights in relation to it, including any legal costs calculated on an indemnity basis.
- 2.5. When you see, or use others' content and information posted on the Platform, it is at your own risk.
- 2.6. Third parties may offer their own products and services through the Platform, and we are not, in any way responsible for and or endorse any of those third-party activities.
- 2.7. You warrant that you will only post content that you have the right to share, and that the content is lawful and truthful and complies with the Prescribed Conduct set out in section 9 below.
- 2.8. The content posted by Members on the Platform may be protected by intellectual property rights owned by the source of the content or other persons on their behalf. You may not modify, sell, distribute or create derivative works based on this content (either in whole or in part), unless you have obtained the prior written approval from us and or the owners of that content, in a separate agreement.
- 2.9. You understand that by accessing the Platform you may be exposed to Content that you may find offensive, indecent or objectionable and that in this respect you use the Platform at your own risk. By using the Services, you acknowledge that the content displayed in connection with the Services is generally uncensored, and that you may encounter content that may be deemed objectionable, obscene, or in poor taste, and which content may or may not be identified as having explicit language. You agree to use the Services at your own risk.
- 2.10. We reserve the right to (but shall have no obligation) to review, filter, modify, refuse or remove any or all Content from the Platform.

SECURITIES INDUSTRY RESEARCH CENTRE OF ASIA-PACIFIC (SIRCA) LIMITED ACN 080 496 993
(SIRCA)
USER AGREEMENT

3. Member's Obligations

- 3.1. You agree that you are solely responsible for (and we have no responsibility to you or to any third party) for any breach of your obligations under this Agreement and for the consequences arising from any such breach.
- 3.2. **Service Eligibility:**
- 3.2.1. To use the Platform, you agree that: (1) you satisfy the Criteria, (2) you are a registered user and have been provided with login details, (3) your registered details must be in your real name and must contain your correct personal details and (4) you are not restricted by us from using and or accessing the Platform.
- 3.2.2. If you have any questions or do not understand any of the terms set out in this Agreement, please direct your query to us as per clause 17.7 below, prior to using or continuing to use the Platform.
- 3.3. **Membership:**
- 3.3.1. Your account belongs to you. You agree to: (1) choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account and (4) follow the laws applicable to your use of the Platform and the Prescribed Conduct set out in this Agreement, or as otherwise required by us from time to time. You are responsible for anything that happens through your account unless you close it or report misuse. You warrant that your profile and all details provided to us will be truthful and that all content posted and used by you will be lawful and in accordance with the terms of this Agreement.
- 3.4. **Notices and Service Messages**
- You agree that we may provide notices to you in the following ways: (1) a banner notice on the Platform, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date. You consent to receive periodic administrative messages from us in connection with your use of the Platform.
- 3.5. **Content and Sharing:**
- 3.5.1. When you publish, post and or share information, other users can see, copy and use that information, as well as the user's details, including the user's name, profile and email address.
- 3.5.2. The Platform allows users to message other users, share information in many ways, such as posting content, commenting and or considering other User's content. Information and Content that you share or post may be seen by other Members or, if public, by Visitors. Where we have made settings available, we will honour the choices you make about who can see Content or information (e.g., sharing to a group instead of your network and changing the default setting from public to a more restricted view, limiting who can see your posts).
- 3.5.3. We are not obligated to publish any information or Content on our Platform and we can, at any time, remove any Content published on the Platform, at our sole discretion, with or without notice.
- 3.5.4. You understand that all Content that you may have access to as part of or through your use of the Platform is the sole responsibility of the person or entity from which such Content originated, and we have no responsibility nor do we have any obligation to review or consider any Content published on the Platform by a User or entity.

4. Rights and Limits

- 4.1. **Your License to Us**
- 4.1.1. We do not claim ANY ownership rights in the Content provided by Members that is posted on or through the Platform. By displaying or publishing (posting) any Content on or through the Platform, you hereby grant to Us a non-exclusive license, worldwide, transferable and sub licensable right to use, copy, modify, distribute, publish, and process, information and Content that you provide through the Platform, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:
- 4.1.1.1. You can end this license for specific content by deleting such content from the Platform, or generally by closing your account, except to the extent you shared it with others as part of the Service and that Content is now in the public domain.
- 4.1.1.2. You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings.
- 4.1.1.3. You agree to only provide Content or information if that does not violate the law nor anyone's rights including but not limited to violating any intellectual property rights or breaching a contract or any other applicable laws. You also agree that your profile information will be truthful. You agree that we may be required by law to remove certain information or content, and if so required by law, we shall do so without any further reference to you.

5. Privacy

- 5.1. We may collect, use, store, record and transmit your personal information entered on this Platform. For further details, please refer to our Privacy Statement. Your continued use of the Platform and your provision of your personal information constitutes your approval for us to deal with your personal information.
- 5.2. In accordance with the Privacy Policy, Members are responsible for limiting their publication of Content that contains personally identifiable data, including but not limited to credit card information, personal details and or health records.

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6. End-User License Agreement (EULA)

- 6.1. This EULA is concluded between Us (**Application Provider**) and the end-user (**You**). Subject to your compliance with this Agreement, we grant you a limited non-exclusive, non-transferable license to access the Platform on a computer or a mobile device that you own or control.
- 6.2. Under this license you are permitted to access the platform and its content to pursue your studies and/or research at the relevant and SIRCA subscribed academic institution only.
- 6.3. The Content and or products transacted through the Platform are licensed to You for use only under the terms of this license. The Application Provider reserves all rights not expressly granted to You. The product that is subject to this license is referred to in this license as the **Licensed Application**.
- 6.4. You may not rent, lease, lend, sell, redistribute, sublicense, replicate or copy (all or part) of the Licensed Application and or any Content. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the rights of the Application Provider. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Application Provider that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.
- 6.5. You are permitted to make a copy of the notebooks (as described within the application) for use in the licensed platform only.
- 6.6. You expressly acknowledge and agree that use of the Licensed Application is at your sole risk and that the entire risk as to the nature, quality and accuracy of the Content published and or posted by you on the Platform is with you and for which you shall be held liable.

7. Disclaimer and Limit of Liability- No Warranty

This is our disclaimer of legal liability for the nature and or quality of the Content posted and or published by a Member on or via the Platform and or the reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, SIRCA, ITS RELATED BODIES CORPORATE AND RELATED ENTITIES THAT PROVIDE THE SERVICES (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (INCLUDING BUT NOT LIMITED TO ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS AS POSTED BY THE MEMBERS FROM TIME TO TIME. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

7.1. Exclusion of Liability

- 7.1.1. To the extent permitted under law (and unless we have entered into a separate written agreement that supersedes this Agreement), we and our related bodies corporate and related entities shall not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the services (including but not limited to offensive or defamatory statements, down time or loss, use or changes to your information or content).
- 7.1.2. In any event, at all times, the liability of SIRCA (and its related bodies corporate and or related entities) or any entity that provides the Services, shall not exceed, in aggregate for all claims, an amount that is the most recent subscription fee that you or your academic institution paid for the Services.
- 7.1.3. this limitation of liability is part of the basis of the agreement between you and us and shall apply to all claims of liability (including but not limited to tort, negligence, contract, law)
- 7.2. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which we may suffer) of any such breach.
- 7.3. We do not warrant or make any representations that use of the Platform will be uninterrupted or error free or that the contents will be correct, accurate, reliable or that the Platform or We or the servers and applications that makes it available are free from viruses or other harmful components. We do not warrant or make any presentations and expressly disclaims all liability and responsibility regarding the use of or reliance upon information contained on the Platform in terms of accuracy, reliability or otherwise.
- 7.4. We do not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the Content that is available on this Application, or that it is suitable for your intended use. The Content is created and provided by the users and posted on the Platform in good faith on an "as is" basis without warranty of any kind.
- 7.5. We do not warrant or represent that the Content is free from human or mechanical error, technical inaccuracies or other typographical errors or defects. The use of this Application and the Content is at your own risk.
- 7.6. We make no warranties, guarantees or representations that the Content on this Application will not cause damage or that the material is free from any computer virus or other defects. It is your responsibility to complete a virus check on any information downloaded.
- 7.7. All warranties, representations and statutory guarantees and any liability which may arise in relation to your access to or use of the Platform or the Information is expressly excluded to the maximum extent permitted by law.

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8. Indemnity

- 8.1. By entering into this Agreement and using the Platform or Service, you agree that you shall defend, indemnify and hold SIRCA, its related bodies corporate and related entities, affiliated, officers, directors and agents harmless from and against any and all claims, costs, damages, losses, solicitor and own client costs arising out of or in connection with (a) your violation or breach of any term of this Agreement or any applicable laws or regulations (b) your violation of any rights of any third party or (c) your use or misuse of the Platform or Service.

9. Prescribed Conduct

- 9.1. You **MUST** and you agree that you **WILL**:

- 9.1.1. Comply with all applicable local laws, including, without limitation, all statutory obligations and contractual obligations, intellectual property laws, privacy laws, anti-spam laws and regulatory requirements;
- 9.1.2. Provide accurate information to us and keep it updated;
- 9.1.3. Use your real name and correct personal details on your profile and when registering for the Services;
- 9.1.4. Use the Services in a professional and lawful manner and to use the Services, the Content and the Platform solely for the purposes of academic research associated with the Member's university studies, research, lectures and teaching materials and or course material. Each Member agrees that no Content may be used (either directly or indirectly) for any commercial work (without the prior written consent of SIRCA, which consent may be withheld in SIRCA's absolute discretion), even if the publication or use of such Content is related to their academic studies; and
- 9.1.5. Be held solely responsible for your conduct and any Content, data, photos, profiles, audio and video clips, that you submit, post and or publish and display on the Platform; and
- 9.1.6. If required by SIRCA, a Member must immediately provide evidence of any research project for which the Platform and or any Content is being accessed and or used.

- 9.2. You **MUST NOT** and you agree that you will **NOT**:

- 9.2.1. Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner that may bring SIRCA in disrepute;
- 9.2.2. Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, defamatory or objectionable Content;
- 9.2.3. Use Platform and or the Services for any illegal or unauthorised purpose and you agree to comply with all local laws regarding online conduct and acceptable content, including but not limited to the publication of any such content;
- 9.2.4. In using and or accessing the Platform, violate any laws in the jurisdiction in which you reside and or use and or access SIRCA, (including but not limited to copyright laws);
- 9.2.5. Add Content that is unlawful and or infringes any other person's rights;
- 9.2.6. Post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other Content via the service;
- 9.2.7. Create a false identity on the Platform and or use false personal details when creating your user account;
- 9.2.8. Misrepresent your identity, including but not limited to the use of a pseudonym;
- 9.2.9. Create a Member profile for anyone other than yourself (a real person);
- 9.2.10. Use or attempt to use another's account;
- 9.2.11. Criticise another Member's Content, research of any data published by a Member;
- 9.2.12. Criticise and or unlawfully defame any third party and or any third party's research and or publications on the Platform;
- 9.2.13. Harass, abuse or harm another person, including but not limited to other Members;
- 9.2.14. Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- 9.2.15. Violate the intellectual property or other rights of SIRCA or any Member including, without limitation, using the Content, any Member's details, logos, business name, email, or URL except as otherwise agreed to by us and the relevant Member, in writing;
- 9.2.16. Copy or use the information, Content or data published on the Platform in connection with any commercial exploitation of the Content, other than for academic and research purposes;
- 9.2.17. Send spam or other unwelcomed communications to others;
- 9.2.18. Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- 9.2.19. Disclose information that you do not have the right to disclose (such as confidential information of others);
- 9.2.20. Send messages to distribution lists, newsgroup aliases, or group aliases;
- 9.2.21. Post anything that contains software viruses, worms, or any other harmful code;
- 9.2.22. Install any software libraries or delete or modify any file, software library, code or data, other than files, software libraries, codes or data that was created by you by using a notebook.
- 9.2.23. Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- 9.2.24. Attempt to circumvent any Content-filtering techniques we employ, or attempt to access areas of features of the Service that you are not authorised to access;

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- 9.2.25. Copy or use the information, Content or data of others available on the Services (except as expressly authorised);
 - 9.2.26. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
 - 9.2.27. Sell, sponsor, or otherwise commercialise or monetise a group or any other feature of the Content, without the actual Member who published the Content and or our prior written consent (which consent may be withheld in the Member's absolute discretion);
 - 9.2.28. Insert your own or a third party's advertising, branding or other promotional content, without our prior written consent;
 - 9.2.29. Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
 - 9.2.30. Remove, cover or obscure any advertisement included on the Services;
 - 9.2.31. Share or disclose information of others without their express consent;
 - 9.2.32. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;
 - 9.2.33. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
 - 9.2.34. Access the Services except through the interfaces expressly provided by us;
 - 9.2.35. Override any security feature of the Platform and or the Services;
 - 9.2.36. Use the Platform and or the Services in any manner that could interrupt, damage, disable, overburden, or impair the Service including, without limitation, sending mass unsolicited messages or "flooding" servers with requests.
 - 9.2.37. Use any Content (or any part thereof) for any purposes other than academic research; and
 - 9.2.38. Without the prior written consent of SIRCA, Use or published Content (or any part thereof) for any commercial purposes.
- 9.3. **Citation:** If, at any time, a Member uses and or refers to any Content sourced from the Platform, the Member is obliged to and must quote the actual author's and or Member's reference in relation to that piece of research and or Content used in that Member's research and or any other assignment.
- 9.4. We shall terminate any agreement with a Member, in appropriate circumstances, where users or other Members act contrary to the Prescribed Conduct.

10. Service Availability

- 10.1. We may change or discontinue any of our Services. We can't promise to store or keep showing any information and Content you've posted.
- 10.2. We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.
- 10.3. The Platform is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any Content or information that you or others provide, except to the extent required by applicable laws.

11. Limits

- 11.1. We reserve the right to limit your use of the Services. We reserve the right to restrict, suspend, or terminate your account if We believe that you may be in breach of this Agreement or law or are misusing the Services or in any way violating any Prescribed Conduct. We may also, from time to time, in our absolute discretion, limit the volume of data that a Member can download in any given period and or the time that a Member can access the Platform, having regard to the other Members use of the Platform at any given time;
- 11.2. We reserve all of our intellectual property rights in and associated with the Platform and or the Services, including but not limited to our logo any other trademarks, service marks, graphics, and materials used in connection with the Platform. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

12. Termination

- 12.1. Either party can terminate this Agreement, at any time on thirty (30) days' written notice.
- 12.2. On termination, you lose the right to access or use the Services.
- 12.3. The following shall survive termination:
 - 12.3.1. Our rights to use and disclose your feedback;
 - 12.3.2. Members' and/or Visitors' rights to further re-share Content and information you shared through the Service to the extent copied or re-shared prior to termination;
 - 12.3.3. Sections 2.2, 2.3, 2.4, 7, 8, 12, 13 and 18 of this Agreement;
 - 12.3.4. Any amounts owed by either party prior to termination remain owed after termination.
- 12.4. You can contact our Help Centre to learn how to close your User account.

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13. Dispute Resolution

- 13.1. You agree that the laws of the New South Wales, Australia, excluding its conflict of laws rules, shall exclusively govern any dispute relating to or arising from this Agreement and/or the Services. You agree that any claim can only be litigated in the federal or state courts of New South Wales, Australia, and you agree to submit to the exclusive jurisdiction of those courts.

14. Complaints Regarding Content

- 14.1. We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning Content posted by our Members.

15. Links to Other Sites

- 15.1. The Platform and or Content published on the Platform may contain links to or from other external websites not operated by us (**Linked Sites**). The Linked Sites are not under our control and we are not responsible for the Contents of or transmissions from any linked site. By using a link to an external website, you accept the risk of any viruses, Trojan horses or worms associated with that website and/or any other negative impact it may have upon your computer.
- 15.2. Unless otherwise specified, the Linked Sites are not under our control. The Linked Sites may have different terms of use and privacy requirements. Unless otherwise specified, we are not responsible for the Content of any Linked Sites, or any changes or updates to such sites. Unless specified, we do not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Linked Sites.

16. Acknowledgement

- 16.1. You agree to accept these Terms by clicking **Register, Join Now, Join SIRCA, Sign Up** or similar. You hereby acknowledge receipt of a copy of these Terms and agree, each time you access and or use the Platform and or the Services, to be bound by them.

17. Notification of Unauthorised Conduct

- 17.1. We respect the intellectual property rights of others and expect our users to do the same. We respect the law and expect of users to do the same.
- 17.2. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.
- 17.3. We will respond expeditiously to claims of copyright infringement and or any alleged acts of defamation and or any other unauthorised acts committed by Members using the SIRCA Application that are reported to us, as identified in the sample notice below in section 17.5.3.
- 17.4. If you are an affected person or are authorised to act on behalf of one, or authorised to act under any exclusive right under copyright, please report alleged copyright infringements or defamatory conduct taking place on or through the Platform by completing the following Notice of Alleged Infringement and Unauthorised Conduct and delivering it to us. Upon receipt of the Notice as described below, we will take whatever action, in our sole discretion, that we deem appropriate, including removal of the challenged material from the Platform.
- 17.5. Sample Notice of Alleged Unauthorised Conduct Notice:
- 17.5.1. Identify the nature of the unauthorised conduct i.e. the copyrighted work that you claim has been infringed, or the defamatory statement.
- 17.5.2. Identify the material that you claim is infringing/defaming (or to be the subject of infringing/defamatory activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown where such material may be found.
- 17.5.3. Provide your mailing address, telephone number, and, if available, email address.
- 17.5.4. Include both of the following statements in the body of the Notice:
"I hereby state that I have a good faith belief that the disputed (A) use of the copyrighted material is not authorised by the copyright owner, its agent, or the law or (B) the statement made by Mr x on SIRCA on [date] about [me/person being represented] is defamatory"

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"I hereby state that the information in this Notice is to the best of my knowledge true and accurate and that:

I am the owner, or authorised to act on behalf of the owner of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Or

I am an injured party, or authorised to act on behalf of the injured party, being the target of the defamatory conduct"

17.6. Provide your full legal name and your electronic or physical signature.

17.7. Deliver this Notice, with all items completed, to us marked for attention of Complaints Officer at the address set out below in paragraph 20.

18. Jurisdiction

18.1. By accessing and using the Platform, you agree to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia. If you access the Platform from other jurisdictions, you are additionally responsible for compliance with local laws.

18.2. Users are solely responsible for complying with local laws.

19. General

19.1. **Invalid provisions:** If any provision contained in this Agreement shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

19.2. **Governing Laws:** This Agreement shall be governed by the laws of New South Wales, Australia.

19.3. **Agreed Terms:** Any agreement between a You and US in relation to any of the Services will be governed only by the terms set out in this Agreement and We will not be bound by any terms and conditions that do not appear in this Agreement or that are inconsistent with this Agreement. However, we reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

19.4. **Assignment:** Members may not assign, transfer or otherwise dispose of any of the rights or obligations of this Agreement without our prior written consent (which may be withheld in our absolute discretion).

19.5. **Non Waiver:** If we don't act to enforce a breach of this Agreement, that does not mean that we have waived our right to enforce this Agreement.

19.6. **Notice:** You agree that the only way to provide us legal notice is at the addresses provided in section 20 below.

20. How to Contact Us

20.1. If you want to send us notices or service of process, please contact us:

20.1.1. EMAIL at: enquiries@sirca.org.au

20.1.2. OR BY MAIL at: Level 4, 55 Harrington St, Sydney NSW 2000, Australia.

21. Definitions and Interpretation

21.1. In these Terms and Conditions, unless the context otherwise requires:

21.1.1. **Agreement** means this agreement containing the Terms to be complied with by every person using and or accessing the Platform and or the Services;

21.1.2. **Criteria** means the membership criteria, as determined by SIRCA in its discretion, from time to time, including but not limited to, professors and lecturers employed by, or engaged by, any University or tertiary education facility approved by SIRCA, providing academic and or research services to such entities and or to its students and or to any students registered to undertake a full time academic course at any such academic institution, from time to time;

21.1.3. **Content** means any and all data, text, information, graphics, photos, profiles, audio and video clips, links, comments and or statements uploaded and or posted by a Member using the Platform and or Services;


21.1.4. **GST** means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

21.1.5. **SIRCA** means SIRCA Pty Ltd ACN 605 337 639;

21.1.6. **Loss** means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) direct or consequential loss or damage;

21.1.7. **Prescribed Conduct** has the meaning set out in section 9 above;

21.1.8. **Privacy Policy** means the SIRCA Privacy Policy, as amended from time to time;



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(SIRCA)
USER AGREEMENT

- 21.1.9. **Services** means any of the services that may be offered, from time to time, to Members, including but not limited to accessing and using the Platform, solely for academic research in relation to their studies at the relevant academic institution;
- 21.1.10. **Terms** mean these Terms and Conditions of Access and Use of the Platform and or Services provided by us to the Members;
- 21.2. In these terms, the singular includes the plural and vice versa, a reference to a person includes a company, partnership or trust and a reference to one gender includes the other.
- 21.3. Capitalised terms have, unless the context indicates otherwise, the meaning set out in section 21.1 above.

30 June 2017