

Terms and Conditions

1. The Licensed Data (of the downloaded *beyondblue* resource) will be made available free of charge by *beyondblue* in accordance with the following specifications:
 - (a) [the licensee] must not edit or alter the Licensed Data in any way; and
 - (b) [the licensee] will provide due acknowledgement of *beyondblue* for the use of the Licensed Data.
2. *beyondblue* may change the specifications of the Licensed Data (including the format in which the Licensed Data is supplied) from time to time.
3. [The licensee] acknowledges and agrees that *beyondblue* retains the ownership of and the Intellectual Property Rights (including all copyright, database rights, trade mark rights (whether registered or unregistered), trade secrets and confidential information, all know-how and all other rights of intellectual property) in the Licensed Data.
4. [The licensee] agrees that the Licensed Data is the valuable commercial information of *beyondblue*. [The licensee] agrees that it will provide access to the Licensed Data only to its employees and contractors under the Terms and Conditions of this licence. [The licensee] must take all reasonable steps to maintain and safeguard the security of the Licensed Data in its databases and use the data solely for the purposes permitted by this agreement.
5. [The licensee] agrees that it will only use the Licensed Data:
 - (a) for its own internal business purposes;
 - (b) for any other purpose authorised in writing by *beyondblue*.
6. *beyondblue* will advise [the licensee] of any updates/amendments to the Licensed Data and it will be the responsibility of [the licensee] to ensure the latest version is made available to its audiences.
7. [The licensee] must confirm via email to *beyondblue* that the updates/amendments have been made and that any previous version has been deleted, within 14 days of receipt of the latest version.
8. [The licensee] acknowledges and agrees that it must not:
 - (a) supply the Licensed Data or a Licensed Data Product to any third Party organisation without *beyondblue's* prior written consent;
 - (b) supply the Licensed Data for the purpose of one to one marketing using personal details; or

-
- (c) use the Licensed Data in a way that encroaches on the privacy of an individual or in a way that is in conflict with legislation enacted by National or State agencies (including the *Privacy Act 1988* (Cth)).
9. [The licensee] is permitted to make copies of the Licensed Data for the purposes of training and security in accordance with this licence. The copy for security purposes must not be used for any purpose other than providing a security backup against loss of the original Licensed Data.
10. [The licensee] must not corrupt or introduce any errors into the Licensed Data and must advise *beyondblue* of any errors in the Licensed Data as they are identified.
11. *beyondblue* supplies the Licensed Data at [the licensees'] own risk. In particular, and without limitation, *beyondblue* does not warrant that the Licensed Data is current, accurate or complete and gives no warranty as to the condition, quality or fitness of the Licensed Data for [the licensees] requirements.
12. The Licensed Data provided is Sharable Content Object Reference Model (SCORM) compliant and useable in most Learning Management Systems (LMS). However, no guarantees are provided as to the suitability and applicability to individual LMS.
13. *beyondblue* will not provide any information technology support to [The licensee] in relation to Licensed Data obtained by [The licensee] from *beyondblue*.
14. Each Party acknowledges and agrees that, in entering into this agreement, it has not relied on any representations made by the other party.
15. *beyondblue* confirms that:
- (a) it has the right and authority to enter into and to grant the rights described in this letter in relation to the Licensed Data;
 - (b) at the time of supply, it has observed all moral rights (being the rights of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship as specified in the *Copyright Act 1968* (Cth)) in relation to the Licensed Data and obtained all the consents, permissions and assignments required to enable [the licensee] to use the Licensed Data in accordance with this agreement, without cost or impediment to [the licensee]; and
 - (c) use of the Licensed Data by [the licensee] in accordance with this agreement will not infringe the ownership rights (including Intellectual Property Rights) of any other person.
16. *beyondblue* may revoke the licence granted under this agreement at any time if [the licensee] breaches any of the above conditions or if the quality or nature of any materials or other things in respect of which the Licensed Data is used are unsatisfactory to [the licensee].
17. In return for providing access to the Licensed Data, [the licensee] is to provide *beyondblue* with:
- (a) Co-operation in assessing the user's experience of the Licensed Data to better understand its value and potential for improvement.
 - (b) Co-operation in obtaining any data analytics generated by the user to assist in the above.
18. This information is to be provided by [the licensee] to *beyondblue* in a timely fashion upon agreement between the parties