

DIGITAL EDITIONS FOR SCHOOLS

DIGITAL EDITIONS LICENCE – INSTITUTION-WIDE USE

CAL PAYMENTS PRESERVED – SUMMARY

The Publisher grants the Institutional purchaser a licence to use ISSUES IN SOCIETY Digital Editions for educational purposes on the terms set out in this Summary (see below) and the associated Terms and Conditions (see next page).

WHO MAY USE THE PRODUCT?

ISSUES IN SOCIETY Digital Editions may only be used by:

- the Institution's staff
- the Institution's students.

WHERE MAY THE PRODUCT BE USED?

ISSUES IN SOCIETY Digital Editions can be used or accessed only via your Institution's password-secured network, and can be made available anywhere at the licensed Institution/Campus, at the homes of staff and students of the Institution, within a school network, and from a library/learning management system.

HOW CAN THE PRODUCT BE USED?

The authorised user/s of ISSUES IN SOCIETY Digital Editions may:

- View and interact with the Product
- Copy the Product to back up or install the Product
- Make photocopies and print-outs of the Product for use by staff/students
- Make photocopies and print-outs of parts of the Product that are available for download
- Copy the Product onto any of its staff members'/students' computer devices
- Copy the Product onto the Institution's network for use by its staff/students – all products must be secured by password-only access
- Display the Product on an interactive whiteboard or through a projector to staff/students.

For clarity, except as provided above, this licence DOES NOT authorise ISSUES IN SOCIETY Digital Editions users to:

- Modify the Products
- Copy the Product onto any website or computer network (including any Learning Management System or portal site) which is not password-secured
- Copy the Product onto any third-party website or computer network (including any Learning Management System or portal site) which does not directly manage password-secured content for the authorised Institution
- Copy the Product into a different format than that provided
- Make the Products available to others who are not students or staff of the authorised Institution
- Use the Product or parts of the Product in any presentation outside of the Institution
- Authorise users to incorporate parts of the Product into other presentations or onto other devices for distribution.

DIGITAL EDITIONS LICENCE – INSTITUTION-WIDE USE

TERMS AND CONDITIONS

COPYRIGHT AGENCY LIMITED AND THE STATUTORY LICENCE

The Authorised User may be able to rely on provisions in the Copyright Act 1968 (Cth) to use this Product in some of the ways listed in the Summary of this licence. For example, under Part VB of that Act, a person may use a “reasonable portion” of a textual work for educational purposes, and all of an image (such as an illustration or photo) that illustrates or accompanies text that is being used.

This licence does not extend to any use that is permitted by Part VB or any other provision in the Act (as these uses are already permitted by legislation). This licence does grant such additional rights as are necessary for the Authorised User to use this Product in any of the ways listed in the Summary of this licence.

Amongst other things, this means you will need to ensure that copying or communication of the materials in this Product are included in any survey or other record forms provided to Copyright Agency Limited (including any you may need to fill in during an Electronic Use Scheme survey), and the Publisher or other rights holder may be entitled to receive income for such use, to the extent that that use is covered by the Act and not this licence. The amount of the Fee takes this into account and does not include a component for uses covered by the Act.

GENERAL

ISSUES IN SOCIETY Digital Editions can be used or accessed only via your Institution’s password-secured network, and can be made available anywhere at the licensed Institution/Campus, at the homes of staff and students of the Institution, within a school network, and from a library/learning management system.

TERMINATION

The Publisher may terminate this licence on 14 days notice if any of the terms are breached.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, save for the express written terms in this Agreement, all express or implied terms, conditions, warranties, statements, assurances and representations in relation to the Product or arising from the Summary or these terms and conditions are expressly excluded.

If any of the exclusions or limitations set out in this clause are declared illegal or void or if there has been a breach of a term, condition, warranty, statement or assurance which cannot be excluded by these terms and conditions, then, to the extent permitted by law, our entire liability and your exclusive remedy is limited to, at our discretion, the replacement of the goods or the supply of equivalent goods.

In no event will the Publisher, including its agents, employees or contractors, be liable for any direct, indirect or consequential loss (even if the Publisher is or was aware of the possibility of such loss or if such loss was otherwise foreseeable), including, but not limited to, loss of profits, production, data, opportunity or goodwill; or business interruption, however caused and on any theory of liability, including without limitation, contract or tort (including negligence or otherwise) arising during and/or as a result of any performance or non-performance of the Product or of the Publisher.

To the maximum extent permitted by law, the Publisher’s maximum cumulative liability under these terms and conditions shall not exceed an amount greater than the amount the Authorised User paid for the Product.

CHOICE OF LAW AND JURISDICTION

The construction, validity and performance of these terms and conditions and the Summary are governed in all respects by the law of New South Wales and the parties unconditionally submit to the jurisdiction of the courts of New South Wales.