

MURRAY ARTS  
*Creatives*  
**DIRECTORY**

**Terms + Conditions**

March 2023

Your use of <https://murrayarts.org.au/creatives-directory/> 'Creatives Directory' here owned by Murray Arts (We, Our or Us) is subject to:

-these Terms of Use

-our Privacy Policy

-any other terms, conditions, notices or disclaimers displayed on the website available to you on the terms and conditions set in this agreement. You must only use Creatives Directory in accordance with this agreement.

By using Creatives Directory, you have accepted the terms and conditions in this agreement and agree to be bound by it.

**Changes to the Website Terms**

We may change the website terms from time to time by publishing an updated version to Creatives Directory.

By continuing to use the site, you will be deemed to have accepted the updated site terms and agree to be bound by them.

**Registration**

You are solely responsible for the use of your user account and you must ensure that you keep your password secure. You will be responsible for any access to Creatives Directory using your registration details, even if that access is by another person.

**Website Access and Availability**

We reserve the right to modify, discontinue or disable all or part of Creatives Directory, on either a permanent or temporary basis, at any time. We will endeavour to provide you with prior notice of any modifications via email, however, you accept it may not always be possible to provide prior notice.

We may suspend or terminate your access to Creatives Directory at any time if you breach the terms of this agreement.

## **Website Use**

### No unlawful, infringing or offensive activity

You must not post, transmit to or via Creatives Directory any information or content which breaches any laws or regulations, infringes a third party's rights or privacy or is offensive or contrary to any relevant standards or codes, including generally accepted community standards and those held by the Murray Arts organisation.

You must not transmit any advertising, promotional materials or similar materials without our permission.

Examples of unlawful, infringing or offensive activity includes, but is not limited to, content that is:

- false or misleading, abusive, harassing, defamatory, offensive, humiliating, vulgar, obscene, pornographic, racist, discriminatory or invasive of another's privacy.
- an infringement of the intellectual property rights of another party -is not owned by you
- may encourage criminal activity
- contravenes any applicable laws, regulations, codes and standards
- disturbs or damages the Creatives Directory website or its content
- damages Us or Our reputation
- otherwise breaches this agreement

### No viruses or other interference

You must not transmit to or via Creatives Directory any virus or any other information or material or otherwise use of Creatives Directory in a way which:

- tampers with, hinders the operation of, or makes unauthorized modifications to Creatives Directory -inhibits any other user from using Creatives Directory
- violates the security of Creatives Directory or accesses any other unauthorized areas of the site.

## **Liability**

### No warranties or representations

To the maximum extent permitted by law, we do not represent or warrant that the content on Creatives Directory is accurate, reliable, suitable or complete. In particular, although we use reasonable care and skill in operating Creatives Directory, we cannot guarantee that the site will be continuously available or virus free.

Except as set out below, we exclude all:

- 1) warranties whether express, implied, statutory or otherwise relating in any way to Creatives Directory or your use of it; and
- 2) liability (including for negligence) to you or anyone else in respect of any loss or damage (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data) arising from or in connection with any use of the information on or access through Creatives Directory for any reason whatsoever (including negligence)

Where any statute implies any term into your use of any agreement is arising out of accessing Creatives Directory and that statute prohibits exclusion of that term, then that term is included. If and to the extent permitted by the statute, however, our liability for any breach of such term is limited to the resupply of services.

#### Our liability to you

To the maximum extent permitted by law, we are not liable for damage or loss of any kind arising in connection with your access to, or use of, or inability to use Creatives Directory.

#### Your liability to us

You agree to fully compensate and hold us harmless for any loss, damage, costs, expenses and penalties arising out of your material breach of this agreement or any negligence, or any act of fraud by you or on your behalf.

You are not liable to us for any loss to the extent that is caused by us.

#### Links to third party sites

Creatives Directory may contain links to third party websites. The links are provided for your convenience only, and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information made available at those sites solely at your own risk.

Creatives Directory makes no representation about the accuracy or suitability of the information or links provided on the site. The information is provided on an “as is” and “as available” basis, without express or implied warranty. You use the information and links at your own risk. We take no responsibility for the content of Internet sites that link from Creatives Directory

#### **Security**

We will endeavour to take all responsible steps to keep secure any information that we hold about you. Your information is stored on secure servers that are protected in controlled facilities, in accordance with our Privacy Policy.

## **Intellectual Property Notice**

You must not do anything which breaches or interferes with our and the other users of Creatives Directory's intellectual property rights.

### **Copyright**

All copyright and other intellectual property rights subsisting in Creatives Directory and the material on Creatives Directory (including, without limitation, the software, design, text and graphics, and the selection and layout of Creatives Directory) are owned by or licensed to us and protected by copyright under the laws of Australia.

You may view Creatives Directory and its contents using your web browser.

You may not distribute, reproduce, frame, transmit (including broadcast), communicate, adapt, sell, publish, alter, modify or create derivative works from any content on Creatives Directory except as permitted by statute or with our consent.

### **Your Content and Your Intellectual Property**

You grant us a non-exclusive license to publish your content for the operation and promotion of Creatives Directory. Your content may be used for social media and print-based promotions for as long as you are a member of Creatives Directory. We will not have access to your content if you choose to deactivate your account.

You warrant that you have the right to grant the above license, and our exercise of the license rights above will not infringe the intellectual property rights of any third party, and that the content is not defamatory and does not breach any law.

We may review your content, but are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the functionality of our services.

### **Third Party Copyright – Illegal Downloading or File Sharing**

The Copyright Act of 1968 protects materials such as films, music, books and computer programs. You break the law if you download, copy, share or distribute this material, unless you are allowed to do so by the Act or you have the copyright owner's permission. If you violate the Act or another Creatives Directory user's intellectual property rights, we may have to cancel your service and the copyright owner could take legal action against you.

### **General**

#### **Inconsistent terms**

To the extent that any terms of this agreement are inconsistent with any other terms displayed on individual pages of Creatives Directory, the other terms will govern to the extent of the inconsistency only.

### Subscription Fees

A subscription fee of \$20 including GST is payable on registration. The subscription period is 365 days. The subscription fee is non-refundable. A renewal reminder will be sent prior to subscription expiry. There will not be an automatic renewal of the subscription fee.

### No waiver for breaches

If we do not act in relation to a breach of the site terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the website terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

### Privacy and personal information

Any personal information collected by us through Creatives Directory will be handled in accordance with our Privacy Policy

### Unenforceable provisions

If any provision of this agreement or the website terms is invalid or unenforceable in a jurisdiction, the provision should be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability. It will not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

### Governing Law

This agreement and website terms are governed by the laws in force in NSW, Australia. You and we submit to the non-exclusive jurisdiction of the courts of NSW and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

### **Privacy Policy**

When you supply us with personal information through the registration process, the information is kept confidential and is not provided to third parties unless express permission is provided. Personal information is held and used for the purpose for which the information is collected, which may include:

- to assess whether you are eligible to receive our services, to provide services to you and to manage the services we provide to you;
- to contact you about opportunities or events;
- for internal business operation reasons, including the gathering of statistics

Such information will not be disclosed, unless authorised by you or otherwise required by law.

If you do not provide us with personal information that we ask you for, it may affect our ability to provide a service to you. This policy does not apply to information that you have provided us with explicit permission to publish on our website and associated media for the purpose of promoting your artwork, event or service on our website or associated social media.

If you feel that we have unnecessarily published or shared your information without your permission or have any questions about our privacy policy please contact us immediately on 02 6021 5034 or email [info@murrayarts.org.au](mailto:info@murrayarts.org.au)