

AURIN NHSD Platform Terms of Use

These terms and conditions (**Terms**) are between You and The University of Melbourne (ABN 84 002 705 224) (**UoM**) and govern Your access to and use of the National Health Services Directory (NHSD) Content through the AURIN Data Provider Platform

By registering for, accessing or using NHSD Content, You agree to be bound by and comply with these Terms

Service access

1. You agree that You may only search, download and use NHSD Content for scholarly and research purposes and/or for governmental and not-for-profit purposes (which may include publication).
2. You agree that You may not search, download and use NHSD Content for commercial purposes.
3. You represent and warrant that You have all ethics and other approvals and permissions necessary to allow You to download and use NHSD content.

Intellectual Property

4. You acknowledge and agree that NHSD Content is owned by Healthdirect Australia Ltd (ABN 28 118 291 044) and that You will not make any claim You have any intellectual property rights in any NHSD Content.
5. UoM grants You a non-transferable licence to access and use the NHSD Content in accordance with these Terms and for the purposes of Your scholarly and research projects and/or for governmental and not-for-profit purposes with Australia only.

Your use of the NHSD Content

6. You acknowledge and agree:
 - (a) that Your use of NHSD Content is entirely at Your own risk;
 - (b) that NHSD Content is provided on an “as is” basis and may not be error free; and
 - (c) that UoM does not represent, warrant of or guarantee the accuracy, quality or availability of NHSD Content.
7. You must not:
 - (a) use NHSD Content in a false, inaccurate or misleading way;
 - (b) infringe any third party intellectual property rights, moral rights or other rights;

- (c) breach any law or contract;
 - (d) be defamatory, discriminatory, threatening, harassing or offensive;
 - (e) upload or introduce any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data or the AURIN Data Provider Platform;
 - (f) circumvent or bypass any technological protection measures in or relating to the NHSD Content or the AURIN Data Provider Platform or disassemble, decompile or reverse engineer any software or other aspect of the AURIN Data Provider Platform that allows You to access NHSD Content.
8. UoM may suspend or cancel Your access to or use of the AURIN Data Provider Platform or NHSD Content at any time without prior notice.

Privacy

9. You must not, and must ensure that any person to whom You transfer, disclose or otherwise make available for use, Personal Information or identifiers, does not:
- (a) undertake any act or engage in any practice with personal information or identifiers in a way that would cause a breach any privacy laws;
 - (b) use the personal information or identifier to send or enable the sending of unsolicited communications of any type;
 - (c) provide personal Information or identifiers to third parties for direct marketing;
or
 - (d) disclose any personal Information or identifiers to an overseas recipient.

Liability

10. UoM is not responsible for any actions taken by You in reliance on NHSD Content (including NHSD Content that You have saved or cached that is not current).
11. UoM has no obligation to provide maintenance and support services in relation to the AURIN Data Provider Platform and NHSD Content.
12. Subject to clause 12, any representation, warranty, condition, guarantee, indemnity or undertaking that would be implied in, or affect these Terms by legislation, common law, tort, equity or by course of performance, dealing, trade, custom or usage is excluded to the maximum extent permitted by law.
13. If any of the consumer guarantees under the Australian Consumer Law apply to any services supplied by UoM to You under these Terms, and the Australian Consumer Law voids or prohibits provisions in a contract excluding, restricting, or

modifying such consumer guarantees, then, to the extent permitted by law, UoM limits its liability, at UoM's option and to the maximum extent permitted by law, to: (i) resupplying the services or equivalent services; or (ii) paying the cost of having the services or equivalent services resupplied.

14. You indemnify UoM and each of UoM's officers, employees, agents, advisers, consultants and contractors (collectively, **Indemnified Persons**) against all liabilities, losses, damages, costs and expenses arising from or relating to: (i) Your use, disclosure, modification, adaption, saving or copying of NHSD Content; (ii) Your breach of these Terms or breach of law; (iii) Your unlawful or negligent act or omission ; or (iv) any claim alleging that You have infringed or breach the intellectual property or other rights of any person.

General

15. In addition to these Terms, You agree to also comply with the AURIN Terms of Use (<https://aurin.org.au/legal/aurin-terms-of-use/>) and the NHSD Terms of Use (<https://about.healthdirect.gov.au/nhsd-terms-of-use>) as updated from time to time.
16. UoM may change these Terms at any time. The most current version of these Terms is available at <https://aurin.org.au/legal/aurin-terms-of-use/> . You agree to be bound by the changed terms if You continue to use the App after the Terms have changed.
17. If any part of these Terms is held to be invalid, illegal, or unenforceable, that part will be severed and the remaining parts of these Terms will continue in force.
18. These Terms are governed by the laws applicable in the State of Victoria, Australia and You submit to the non-exclusive jurisdiction of the courts of that State.