Biodiversity and Climate Change Virtual Laboratory (BCCVL) – Terms of Use

You acknowledge that by accepting these Terms of Use (and using BCCVL), a legally enforceable agreement (*this Agreement*) is created between:

Griffith University (Australian Business Number 78 106 094 461), the operator of the BCCVL (*Us, We or Our*) and

You or the organisation or institution which you represent (*You or Your*).

1. **Enforceable Agreement**
   a) You agree that this Agreement will become legally binding when You click the 'I accept' button, or when You otherwise begin using BCCVL. You acknowledge that You have read this Agreement, understand it, and have had the opportunity to seek independent legal advice prior to entering-into it (if You consider that necessary).
   b) If You upload datasets into the BCCVL, You acknowledge that You will be required to enter into an online 'Data Provider Agreement' – and be bound by its terms. Further, if You elect to "share" any of Your data with other users of the BCCVL, You will be required to enter into an online 'Data Sharing Agreement'.
   c) You acknowledge that We may occasionally make modifications to the terms of this Agreement (or the other agreements on the BCCVL), and that Your continued use of BCCVL will be in accordance with those modified terms.
   d) If You are entering into this Agreement on behalf of an organisation or institution, You represent and warrant that You have the legal authority to do so, and to bind that organisation or institution to the terms of this Agreement.
   e) You acknowledge that Your use of BCCVL must be in accordance with the terms of this Agreement. If You do not agree to the terms, You must not use BCCVL.

2. **Licence to Use the BCCVL**
   a) As the operator of the BCCVL, We grant You a non-exclusive, non-transferrable, non-sub-licensable licence to access, view and use the BCCVL in accordance with the terms of this Agreement. You acknowledge that We may revoke Your licence to use the BCCVL at any time, in accordance with the terms in this Agreement.
   b) You must not attempt to reverse engineer, decompile, disassemble, translate or attempt to ascertain the source code underlying the BCCVL.
   c) You acknowledge that Your use of the BCCVL is for academic and research purposes. In no event will You attempt to sub-licence, lease or otherwise make-available the BCCVL to a third party.
   d) For the avoidance of any doubt, You acknowledge that You will not acquire any intellectual property ownership rights in the BCCVL pursuant to Your use of it. All intellectual property rights in the BCCVL are retained by Us.

3. **Licence to use data within the BCCVL**

   a) This clause 3 does not apply in respect of "***Derived Data***" – which is new and original data that is generated by a BCCVL user when merging, adapting or otherwise running algorithms over existing data within the BCCVL. Ownership and usage of Derived Data is governed by clause 4 of this Agreement.

   b) You acknowledge that, unless You are:

      i. using the BCCVL to access Your data (ie data submitted by You into the BCCVL under a Data Provider Agreement); or

      ii. creating Derived Data in accordance with clause 4,

      You obtain no intellectual property ownership rights in the data You access. The extent of Your right to use such data is limited to clause 3(c).

   c) We grant to You a non-exclusive, royalty-free, world-wide, perpetual licence to use the data You access when using the BCCVL for non-commercial research, education and teaching purposes. Unless You own such data, You acknowledge that:

      i. You are not entitled to exploit or commercialise the data You access when using the BCCVL; and

      ii. all subsequent distributions or publications that embody data accessed by using the BCCVL must acknowledge the owner of such data (in the manner which We direct You when We provide You with such data) in; and

      iii. You are not entitled to sublicence or provide the data You access when using the BCCVL to any third party.

4. **Derived Data**

   a) If You use the BCCVL to generate Derived Data, You will own all right, title and interest in such data. As the legal owner of Derived Data, You are, subject to clause 4(b), free to use it in any manner You choose.

   b) If You generate Derived Data by directly using another BCCVL user's data, You must acknowledge the owner of the original data (in the manner which We direct You when We provide You with such Derived Data) in all of Your subsequent distributions or publications that embody Derived Data.

5. **Our ability to suspend (or terminate) Your use of the BCCVL**

   a) You acknowledge that We may, in Our absolute discretion, suspend or terminate Your access to the BCCVL at any time for any reason. Without limiting Our rights, You acknowledge the following circumstances are examples of when Your account may be suspended and/or terminated:

      i. if We reasonably believe that You are not complying with the terms of this Agreement;

      ii. if You use the BCCVL in an excessive manner, or in a way that monopolises the system's resources;

      iii. if the BCCVL becomes (or may become) subject of a claim of infringement of any third party's intellectual property rights;

      iv. if We are unable to sufficiently fund the BCCVL;

v. if We receive a request from a law enforcement agency, or pursuant to a court order.

b) In addition to the above rights, We may suspend an individual request for data that You have requested in circumstances where such request would, in Our reasonable opinion, cause the BCCVL to operate in a manner that affects the efficacy of the system, and the other users enjoyment thereof.

c) We are not required to formally notify You that Your use of the BCCVL has been suspended or terminated under this clause.

d) If We terminate this Agreement:
   i. all of Your rights under this Agreement terminate immediately; and
   ii. You will continue to honour the terms of licence under which You have received data from the BCCVL under clause 3 of this Agreement.

e) Nothing in this clause attempts to limit Our rights under this Agreement. To avoid any doubt, Our right of suspension and/or termination is in addition to any other right We may have against You under this Agreement.

6. **Limitation of Liability**

a) The BCCVL is provided on an 'as-is' basis. Your use of the BCCVL is at Your sole risk. We do not offer any warranties or assurances that:
   i. Your access to the BCCVL will be continuous or without interruption;
   ii. the data that You access and/or generate when using the BCCVL (including Derived Data) will be accurate, reliable or complete;
   iii. Your use of the BCCVL will not corrupt Your data or computer systems;
   iv. the intellectual property rights in the BCCVL (and the data which You access and/or generate) will not infringe the rights of any third party;
   v. the BCCVL will be free from errors and/or viruses.

b) Except as provided in this Agreement, and other than conditions or warranties that cannot be excluded by law, We disclaim all conditions, warranties and representations, either express or implied, with respect to Your use of the BCCVL.

c) Without limiting this Agreement, under no circumstance will We be liable for, and You release Us from any direct, indirect or consequential damages or expense, damage or loss (or related expense) which may arise from:
   i. Your use of the BCCVL – irrespective of whether We have had any notice of the possibility of such loss;
   ii. Your inability to use or access the BCCVL, including as a result of:
       1. termination or suspension of this Agreement or Your access to the BCCVL;
       2. Our discontinuation of the BCCVL;
       3. any change to the BCCVL which We implement;
       4. any downtime or system failure of the BCCVL.
   iii. the unauthorised access to, alteration of, or the deletion, destruction, corruption, damage, loss or failure regarding Your data (or Derived Data).

d) You agree to indemnify Us (including Our affiliates, officers, directors and employees) from and against all actions, claims, demands, losses, damages and expenses that We sustain or incur as a direct or indirect result of:

      i. Your use of the BCCVL; and

      ii. Any breach of this Agreement by You.

e) Where the BCCVL contains links to third party websites, You acknowledge that We have no control over the content of those websites, and We accept no responsibility for them or for any loss or damage that You may suffer pursuant to Your visitation of them.

7. General

a) **Privacy** – We will comply with Our Privacy Policy available on this website (www.bccvl.org.au).

b) **Governing Law** – This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia. You agree to submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.

c) **Entire Agreement** - This Agreement constitutes the entire agreement between You and Us; and supersedes all previous written and oral agreements and understandings regarding Your use of the BCCVL.

d) **Severability** – Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.