



Licence for use of Aurum Project resources

The Aurum Project

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1. Definitions

- "commercial" means any dealing with an Aurum Project resource, directly or indirectly, which is intended for or contributes to commercial advantage or private monetary compensation (for example, publishing or selling the resource).
- "licence" means the agreement between you and The Aurum Project governing your use of the resource, on the terms of this document.
- "AP" means The Aurum Project Ltd, ABN 4516217370, of 107/ 20 Dale St, Brookvale, NSW, Australia 2100.

- "resource" includes all material offered by the AP, including any articles, publications, reports, downloadables, videos, graphics, posters, other media, resources or other subject matter.
- "use" means any manner of dealing with the resource. This includes reproducing, distributing, publishing, communicating, exploiting or commercialising, renting, performing, broadcasting or displaying the resource in any form over any medium.
- "you" or "user" means the individual or entity using the AP resources.
- "we", "us" and "our" refer to the AP.
- "service" by visiting our site and/ or purchasing or downloading something from us, you engage in our service

2. Usage/Licence terms

All AP resources are provided under the terms of this licence. Resources must only be used in accordance with this licence or as authorised by law. By downloading, purchasing or using the resource in any way, you agree to be bound by its terms. Unless otherwise indicated, The AP is the owner of all the resources and content it publishes, and any subsisting intellectual property rights.

2.2 Licence

The AP grants you a worldwide, royalty-free, non-exclusive right to use the resource in accordance with this licence.

2.3 Restrictions on reformatting and amendments

You may reformat the resource in order to access it on different types of software. However, you must not amend, edit, modify or adapt the resource content or any part of it without obtaining The AP's prior written permission.

2.4 Restrictions on commercial use

You must not use the resource for any commercial purpose without the AP's prior written agreement.

2.5 Restrictions on hosting and distribution

The AP resources must not be hosted in whole or in part on any external website or in connection with any online service or application, without the AP's prior written permission.

AP resources may be distributed internally within an organisation (whether incorporated or not). However, this does not include any sublicensing rights, and the resources must not be distributed externally in whole or in part without the AP's prior written permission. Instead, you must direct third parties to the AP directly to source their own copy of the resources.

2.6 Restrictions on Trademark or Logo Use

You must not use any trade mark or other logo included within the resource or the website without the AP's prior written permission.

2.7 Acknowledgement

Appropriate AP attribution and referencing back to the primary source must be included where resource content is used. This includes prominently acknowledging "The Aurum Project" as the publisher and owner of the resource.

2.8 Licence obligations

With any use of a resource you must:

- ensure all employees, directors, officers, other personnel or contractors understand the resource is provided under this licence
- not assert or imply any connection, sponsorship or endorsement with the AP other than granted by this licence

- promptly remove acknowledgement if requested by The AP.

2.9 Disclaimer and exclusion

The AP provides its resources as non-exhaustive documents and does not guarantee their accuracy, current status, completeness or fitness for purpose. You should exercise your own independent skill or judgment or seek professional advice before relying on these resources.

The AP and its committee members, employees, volunteers and agents shall have no legal liability or responsibility for any injury, loss or damage incurred by the use of, or reliance on, or interpretation of, any resource.

2.10 Termination

The AP may terminate this licence upon giving notice if you:

- breach a licence term which cannot be remedied, or if remediable you fail to remedy it within 5 business days after receiving notice of your breach
- engage in conduct that may damage The AP's reputation or standing.
- Clauses 5 and 6 shall survive termination of this licence by The AP.

2.11 General

- Neither this licence nor any rights or obligations under it may be assigned, novated or otherwise transferred by you without the AP's prior written permission.
- Any action, including any act of grace, by a party entitled to the benefit of an obligation under this licence is only effective as a waiver if it is reduced in writing and provided to the other party, and then only to the extent of that written waiver.

- This licence is governed by the laws in the State of New South Wales, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of that state.
- A provision of this licence that is or becomes invalid or unenforceable in any way, is to be severed to the extent possible and necessary to make this licence enforceable. The remaining provisions will not be affected and this licence will be interpreted so as to most nearly give effect to the intentions of the parties as it was originally viewed or signed.
- This licence constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior agreements, representations, negotiations and correspondence.
- You must do all things reasonably required by the AP (including executing all documents) to give full effect to this licence and the transactions contemplated by it.

Last reviewed 10/10/2023