



WEBSITE TERMS AND CONDITIONS

(SportsEye - National Infrastructure Database)

1. INFORMATION ABOUT US

This website, <https://app.sportseye.pro/> ("SportsEye") is owned and operated by ActiveXchange Pty Ltd (ActiveXchange).

A Steering Group has been established to govern the national infrastructure database (the Data) and role of the SportsEye Website in processing and managing this data. The role and purpose of this group is outlined here – LINK TO BE ADDED. SportsEye and the Data is intended as a shared resource that is free to manage and use for public sector/ not-for-profit organisations.

Unless otherwise noted, the terms "we", "us" or "our" on this page refer to ActiveXchange.

By "you" or "your" we mean you the individual browser or the corporate entity on whose behalf you are accessing and using SportsEye.

2. RELATIONSHIP BETWEEN THE CREATIVE COMMONS LICENCE, WEBSITE TERMS AND PRIVACY STATEMENT

This page contains the legal terms and conditions that apply to your use of SportsEye ("the Website"), including by accessing and browsing it, printing, copying and downloading from it, posting to it, linking to or from it or registering with it ("use") ("Website Terms").

These Website Terms set out our entire agreement with you relating to your use of SportsEye (excluding your use of the Data as that term is defined below through the Website) and these Website Terms supersede any and all other terms, conditions, warranties or representations (whether implied by law or otherwise) relating to the foregoing to the maximum extent permitted by applicable law.

These Website Terms incorporate the terms of our Privacy Statement, which explains the personal data that we collect about you and process when you use the Website. You can view our Privacy Statement by clicking [here](#).

When you agree to these Website Terms, you are deemed to have read, understood and agreed to our Privacy Statement in its entirety. There may also be legal notices on other areas of SportsEye that relate to your use of the Website, all of which will, together with these Website Terms and our Privacy Statement govern your use.

You must read these Website Terms carefully and we recommend that you print and keep a copy of them for your future reference. By your continuing use, you confirm that you have read, understood and agree with these Website Terms in their entirety. If you do not agree to these Website Terms in their entirety, you must not use or continue to use the Website.

These Website Terms do not govern use of the Data (as those terms are defined below). Your use of the Data shall be governed by the Creative Commons Licence (below) which you must accept when registering with us to receive a password giving you access to the Data through the Website.

In the event of a conflict or ambiguity between these Website Terms and the Creative Commons Licence, then the terms of the Creative Commons Licence shall prevail over these Website Terms, including the Privacy Statement.

3. CHANGES TO SPORTSEYE AND WEBSITE TERMS

We may change, suspend or permanently close SportsEye and update these Website Terms from time to time. We recommend that you revisit this page regularly to keep informed on the current Website Terms which apply to your use. By continuing to use the Website, you will be deemed to have agreed to any changes to these Website Terms.

4. YOUR USE OF THE WEBSITE

Your use of the Website's links, messages or information (including the Data) ("**Content**") must only be for lawful purposes and must not be in a way that infringes our or anyone else's rights or restricts or inhibits ours or anyone else's enjoyment of the Website.

Except to the extent permitted by law or where the relevant page of SportsEye and these Website Terms or the Creative Commons Licence expressly permit you to do so, or we consent in writing to you doing so, you may not use SportsEye to do any of the following:

- copy, reproduce, use or otherwise deal with any Content on the Website;
 - use, modify, distribute or re-post the Content or any part of it for any commercial exploitation (except where you first obtain a licence to do so from us or, as applicable, from the relevant nominated partner and in such case we reserve the right to charge you for such commercial exploitation); or
 - reproduce, crawl, frame, link to or deep link into SportsEye on or from any other website.
- You must not:
- introduce viruses, Trojans, worms, logic bombs or other Content which is, or may be, malicious or technologically harmful to us or anyone else;
 - attempt to gain unauthorised access to any part of the Website, the server on which SportsEye is stored or any server, computer or database connected to the Website;
 - attack SportsEye including attacks via denial-of-service or distributed denial-of service;
 - post or distribute any defamatory, obscene messages or Content which may otherwise be unlawful (including that which includes any other person's proprietary information such as trademarks, copyrighted or confidential information or trade secrets and where you are not authorised by the owner or rights holder to post or distribute such information).

You acknowledge that any breach by you of these Website Terms may be a breach of criminal offence and that we may report such actual or suspected breaches to the relevant law enforcement authorities and co-operate with those authorities, including by disclosing your identity or IP address to them. In the event of any actual or suspected breach, your use of SportsEye is to cease immediately or we may terminate it.

The Content on SportsEye is for the purpose of promoting products and services available in Australia. If you choose to Use SportsEye from outside Australia, you are responsible for your compliance with local laws if and to the extent local laws are applicable.

5. ACCURACY OF CONTENT AND YOUR RELIANCE ON IT

The Content on SportsEye is provided for general information purposes only and does not constitute legal or other professional advice or endorsement of any third party and so you may not rely upon it as such. Views expressed in user generated Content are the opinions of those users and do not represent our views, opinions, beliefs or values and we reserve the right to (but are not obliged to) monitor, edit or censor such user generated Content where we consider it appropriate or necessary to do so.

To the maximum extent permitted by law, we:

- disclaim all representations and warranties, express or implied, that the Content in or on SportsEye is accurate, complete, up-to-date and/or does not infringe the rights of any third party; and
- exclude all liability for any loss and/or damages which indirectly arise from or in connection with your use of the Content on the Website.

6. ACCESS TO SPORTSEYE AND YOUR ACCOUNT

We permit your Use of SportsEye on a temporary basis only and may withdraw or change the Content or products and services provided on SportsEye with 7 days notice.

To register an account with us and log into it on the Website, you must provide us with your email address. Your account details may be used by you to access the Content and when you use your email address, password and account, you are authorising us to carry out the instructions you have given to us on the Website.

You are responsible for maintaining the confidentiality of your password and any account registration or activities that occur under your account.

7. INTELLECTUAL PROPERTY RIGHTS

We own or are the authorised licensee of all intellectual property rights (including copyright) in and to the Website. Copyright laws and treaties around the world protect these works and all rights in and to them are reserved to us.

If you acquire any copyright or other intellectual property rights in SportsEye or Content on SportsEye (including any rights you may have in user generated Content that you submit through the Website), whether by operation of law or otherwise, then you hereby assign such rights to us on a worldwide basis absolutely to the fullest extent permitted by law. You also unconditionally and irrevocably waive and undertake not to assert any and all moral rights you acquire in or to the

Website and its Content. You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to SportsEye or its Content.

You may print or make copies of or download a reasonable number of extracts of any Content from SportsEye for your personal use or any purpose expressly authorised by the Creative Commons Licence and reference or to draw the attention of others known to you to the Content on the Website.

In using the Content on the Website, you must always acknowledge our status (and that of any identified contributors) as the authors of the Content.

If you print, copy or download any part of SportsEye in breach of these Website Terms, you agree your use of SportsEye is to immediately cease or may be terminated by us and that you will, at our option, return to us or destroy any copies of such Content.

8. LINKS TO OTHER WEBSITES FROM THE WEBSITE

SportsEye contains links to websites of third parties that we think you may want to visit. These links are provided for your information only. We do not vet these websites and do not have control over their contents. Except where required by applicable law, we do not accept liability in respect of your use of these websites or their operators or for any loss or damage that may arise from your use of them. While accessing other websites via links from the Website, you will be subject to the terms and conditions of use and privacy policies that govern the use of those websites.

9. OUR LIABILITY AND THE RIGHTS OF THIRD PARTIES

Although we use reasonable efforts to ensure that SportsEye is free from viruses and other malicious or harmful content, we do not guarantee that your Use of SportsEye (including any Content on or website accessible from the Website) will not cause damage to your computer or other devices. You are responsible for ensuring that you have the right equipment (including antivirus software) to use SportsEye safely (and any websites which are accessed via links from the Website) and to screen out anything that could damage or harm your computer or other devices.

To the maximum extent permitted by law, we will not be liable to you or any other person for any of the following:

- any loss or damage which may arise as a result of any failure by you to protect your password or account details;
- SportsEye being unavailable or inaccessible at any time or for any period;

- delays or interruptions to the delivery of any Content on SportsEye or any products and services provided by us on the Website; or
- any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the SportsEye and any Content on SportsEye or any website accessible from the Website.

In relation to the Content SportsEye or any website accessible from it, to the extent permitted by law, we expressly exclude any liability for any of the following:

- all conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity;
- any liability for any indirect or consequential loss or damage incurred by you or any other person in connection with SportsEye or in connection with the use, inability to use or results of use of SportsEye or any website accessible from it or any Content on them, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; or

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this exclusion shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Nothing in these Website Terms shall exclude or limit our liability for death or personal injury caused by our negligence or our liability for fraudulent misrepresentation fraud, or any other liability that we cannot exclude or limit under applicable law. If any provision in the disclaimers and exclusions from liability contained in these Website Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

No third party shall be entitled to enforce any of these Website Terms, whether by virtue of the Contracts or otherwise.

10. JURISDICTION, APPLICABLE LAW AND LANGUAGE

These Website Terms shall be governed by and construed in accordance with Australian law and any matter or dispute arising out of or in connection with use of SportsEye (including any contract entered by you with us through the Website) is subject to the exclusive jurisdiction of the courts of Australia. All contracts shall be concluded in Australian.

11. YOUR CONCERNS

If you have any concerns about any Content that appears on the Website, please contact intelligence@activexchange.org

12. DEFINITIONS

In these Website Terms, the following terms have the following meaning:

“Data” the database of information and related data on sports facilities and clubs throughout Australia

CREATIVE COMMONS LICENCE

LICENCE AND NOTICE

Use of data made available through SportsEye (“Data”) is licensed under **CC BY 4.0**. Please note:

- ActiveXchange disclaims warranties in respect of the Data, and limits its liability, in accordance with **s.5 of the CC BY 4.0 Licence**.
- You must always use the following attribution statement in any copies or modifications of Data to acknowledge the source of the information and, where possible, provide a link to this notice:

"Contains SportsEye Data"
- Whilst ActiveXchange has used reasonable endeavours to ensure that any personal data has been redacted and/or that no individuals are identifiable from any Data, you are advised before any use, copying or distribution of the Data to check that you are entitled to use any personal data included in the material you wish to use, copy or share.
- This licence does not apply to or grant any rights in respect of, the following:
 - personal data including pseudonymous data in the Data;
 - departmental or public sector organisation logos, crests and the Royal Arms except where they form an integral part of a document or dataset;
 - military insignia;
 - third party rights which ActiveXchange is not authorised to license;
- information subject to other intellectual property rights, including patents, trade marks, and design rights.