

## **Online Licence Agreement**

### **1. Licence**

This Licence Agreement is between Early Childhood Australia (ECA) and the Individual or Institution who has subscribed to the ECA Publication(s) (hereafter referred to as the Subscriber).

1. The ECA Publication(s) you are about to access are copyrighted by ECA (hereafter referred to as the Publisher). All rights reserved. In all countries, there are civil and/or criminal laws against copyright infringements. By downloading, copying, installing, accessing or otherwise using ECA Publication(s) you agree to be bound by the terms of this Licence Agreement.
2. As the Subscriber, you are responsible for ensuring that the terms and conditions of this Licence Agreement are adhered to fully.
3. If the Subscriber or Authorised User fails to abide by these Terms and Conditions or violates any other terms of this Agreement, the Publisher reserves the right in its sole discretion to suspend or terminate access to the Electronic Journals and/or Books immediately and without notice, in addition to any other available remedies.

### **2. Access**

#### **Individual Subscriber:**

Individual Subscribers are only permitted to store the ECA Publication(s) on the local drive of their own Personal Computer with access only for their personal use. No local area network, wide area network, intranet or internet storage and access is permitted without the prior written permission of ECA (see clause 4).

#### **Institutional Subscriber:**

The Publisher hereby grants to the Institutional Subscriber (and their Authorised Users) the non-exclusive and non-transferable right and licence to access, retrieve, display and make copies from the online form of the ECA Publication(s), for which an Institutional Subscription has been paid, solely for their scholarly, research, educational and personal use in accordance with the terms of this Agreement at only one Site of that Institution. Institution Subscribers are responsible for storing the ECA Publication(s) on an internal network and its access has to be monitored to limit the access to the chosen number of simultaneous users.

Subscribing libraries which provide public access may provide access to and permit copying from the online form of the ECA Publication(s) by members of the public for their scholarly, research, educational and personal use by means of workstations located at the library facility.

#### **Definitions:**

##### *Authorised Users:*

Authorised Users include all current Institution employees (permanent and visiting faculty) and students/members of the Subscriber at a single Site.

##### *Sites:*

A single Site is a contiguous campus community, including lodgings and residences of faculty, staff or students, or one contiguous commercial office complex, connected by a local area network whose terminals are physically linked together within the organisational premises.

### **3. Usage Restrictions**

The online version of the ECA Publication(s) may NOT be used for any (i) fee-for-service use including providing access to or selling copies of items, (ii) systematic supply or distribution of portions of, or items from, the online version of the ECA Publication(s) in any form to anyone other than an Authorised User whether or not such service is done for compensation, or (iii) any similar commercial or marketing activity.

1. The Subscriber may:

1.1 Load the ECA Publication(s) on the Subscriber's server on their Secure Site.

1.2 Make such backup copies of the ECA Publication(s) only as are reasonably necessary.

1.3 Make such (temporary) local electronic copies (by means of caching or mirrored storage) of all or part of the ECA Publication(s) as are necessary solely to ensure efficient use by Authorised Users.

1.4 Allow Authorised Users to have access to the Licenced Materials from the Server via the Secure Network and print out copies in accordance with the Subscriber's usual and customary policies, practices and applicable copyright laws, including the making of interlibrary loans.

1.5 Display, download or print the ECA Publication(s) for the purpose of internal marketing or testing or for training Authorised Users.

2. Authorised Users may:

2.1 Search, view, retrieve and display the ECA Publication(s).

2.2 Electronically save individual articles and/or book chapters, or items of the ECA Publication(s) for personal use.

2.3 Print a copy of the ECA Publication(s) for personal use.

2.4 Distribute a copy of individual articles and/or book chapters, or items of the ECA Publication(s) in print or electronic form only to other Authorised Users within the institution (for the avoidance of doubt, this subclause shall include the distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Subscriber's institution).

#### **4. Unauthorised Use**

1. Neither the Subscriber nor Authorised Users may:

1.1 Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the ECA Publication(s).

1.2 Mount or distribute any part of the ECA Publication(s) on any electronic network, including, without limitation, the internet and the World Wide Web, other than the Institution's Secure Network.

1.3 Transmit electronic copies of the ECA Publication(s) or portions of the Publication(s) to others, except for other Authorised Users.

2. The Publisher's express prior written permission must be obtained in order to:

2.1 Use all or any part of the ECA Publication(s) for any Commercial Use.

2.2 Systematically distribute the whole or any part of the ECA Publication(s) to anyone other than Authorised Users.

2.3 Publish, distribute or make available the ECA Publication(s), works based on the ECA Publication(s) or works which combine them with any other material, other than as permitted in this Licence.

2.4 Alter, abridge, adapt or modify the ECA Publication(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Licence. For the avoidance of doubt, no alteration of the words or their order is permitted.

## **5. Data Delivery**

The ECA Publication(s) are currently delivered in standard internet formats such as HTML and/or Adobe Acrobat Reader PDF format. The Publisher reserves the right to change delivery formats, as well as the access method, display or any other feature that may affect the manner in which Authorised Users access and make use of the ECA Publication(s).

The Publisher shall use reasonable efforts to provide continuous availability of the ECA Publication(s) through the internet. Such availability will be periodically interrupted due to maintenance of the servers, software installation and downtime related to equipment or services outside of the Publisher's control.

The Publisher reserves the right to withdraw from the ECA Publication(s) any item or part of an item that it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is otherwise offensive, defamatory or erroneous. In such event, the Subscriber must delete the ECA Publication(s) and destroy all paper and electronic copies immediately.

## **6. Queries**

If you have any difficulties concerning the terms of this Licence Agreement or if you have any questions regarding ECA copyright, please contact:

T: 1800 356 900

E: [publishing@earlychildhood.org.au](mailto:publishing@earlychildhood.org.au)