

Collections WA Contributors Terms of Use

Please read the following Terms of Use which govern your use of Collections WA. You must agree to these Terms of Use in order to use the platform. If you do not agree with any of these terms, or any part of them, you must not use this website.

Terms of Use

1. Agreement

- 1.1. If you continue to use this website by uploading content and accessing the Collections WA platform, you agree to be legally bound by these Terms of Use which, together with our [Privacy Policy](#) and [Takedown Policy](#) constitute an agreement between you and WAM.
- 1.2. These Terms of Use may be amended from time to time. If changes are made to these Terms of Use, they will be published on the Collections WA website and your continued use of the website signifies your acceptance of those amended terms. We will send Contributors an email to notify them of any changes; however, it is the responsibility of each Contributor to keep up to date with any changes.

2. Definitions

2.1. The following keywords in this document are defined as:

- a. Collections WA – refers to the Collections WA website and platform.
- b. Collecting Entity – is an association, organisation or group that owns or has the custody and responsibility for a permanent collection of objects, artefacts, records or other materials which is:
 - i. maintained for the primary purpose of education, study and enjoyment (adapted from ICOM's definition of a Museum);
 - ii. maintained in accordance with relevant industry standards;
 - iii. available to the public either online (other than on the Collections WA platform), through regular opening hours or via appointment if not regularly staffed. Public access may be restricted to some collection items for legal or cultural reasons provided that a majority of records are publicly accessible; and
 - iv. Not maintained primarily for the personal benefit or commercial use of the owner or custodian or for the purpose of sale.

A Collecting Entity may be a non-profit or for profit organisation, special interest group or family history group provided that it complies with all of the above requirements.

- c. Contributor – a Collecting Entity which has agreed to these Terms of Use and been granted access to the Collections WA platform.

- d. Contributor Account – the online account which enables a Contributor to access the Collections WA platform to manage and upload content from their collection for the public to view.
- e. [Indigenous Cultural and Intellectual Property \(ICIP\)](#) means the interests of Aboriginal and Torres Strait Islander peoples in their culture, heritage and knowledge and includes the intangible and tangible aspects of their cultural practices, cultural expressions, resources and knowledge systems that have been and continue to be developed, nurtured and refined as part of expressing their cultural identity and includes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.
- f. Users – individuals or entities who access the Collections WA platform to view and use the publicly available content uploaded by Contributors.

3. Eligibility Criteria for Contributors

- 2.2. Applications for membership of the Collections WA platform will be considered from Collecting Entities based in Western Australia or those that have a significant cultural connection to Western Australia.
- 2.3. We reserve the right to refuse or accept any application for membership of the WA Collections platform in our sole discretion. Applications from organisations or groups which do not meet the definition of Collecting Entity above will be refused.
- 2.4. There is no cost to join the Collections WA platform.
- 2.5. Contributors must adhere to their relevant industry standards. For details see the [Resources](#) section of Collections WA. We reserve the right to refuse or cancel membership of any Contributor who does not act consistently with applicable industry standards.

4. Contributor Account

- 3.1. A Collecting Entity which has been approved for membership will be issued with a unique login for the creation of a Contributor Account.
- 3.2. Only one Contributor Account per Contributor is available. Each Contributor Account can have multiple administrators who can upload content and manage the account.
- 3.3. To set up a Contributor Account, it will be necessary for you to provide us with personal information, such as email addresses and telephone numbers. Your personal information is managed by us in accordance with our [Privacy Policy](#).
- 3.4. Each Contributor must provide us with their current contact details, including a valid email address or phone number. It is your responsibility to keep this information up to date.
- 3.5. Contributors must keep their account details, including username and password, confidential and secure and not provide them to any other person.

3.6. Contributors must not create a Contributor Account using false or misleading information or on behalf of a third party.

3.7. We are not responsible for any unauthorised use of your Contributor Account.

5. Use of the Collections WA platform

4.1. A Contributor is not obliged to upload content to the Collections WA platform and may choose to upload all or any part of their collection.

4.2. All costs incurred by a Contributor to format, digitise, create and upload content to the Collections WA platform are the Contributor's responsibility and at the Contributor's expense. Collections WA is not responsible for any costs incurred by a Contributor in accessing or using the WA Collections platform.

4.3. You may not upload any content to the WA Collections platform that:

- a. is illegal, offensive, defamatory or of a harmful manner including anything that is obscene, abusive, threatening, vulgar, pornographic, violent, racially offensive or otherwise objectionable;
- b. intimidates, impacts, interferes with or harasses any other Contributor or Users of Collections WA, or is invasive of someone's privacy, or encourages any conduct that would constitute a criminal offence;
- c. advertises, offers for sale or promotes goods or services of a commercial nature; or
- d. solicits funds or donations or invites or makes offers of membership to the Collecting Entity or any other organisation or group.

4.4. We are not responsible for editing, monitoring, moderating or screening content you upload to the Collections WA platform, but we reserve the right to:

- a. examine the content that has been uploaded for compliance with these Terms of Use; and
- b. remove any content that breaches these Terms of Use without prior notice.

4.5. We are not responsible for loss or corruption of content uploaded to the WA Collections platform.

6. Your content

5.1. You warrant that any content uploaded to the Collections WA platform:

- a. is content to which you have a legal right to deal with as contemplated by this agreement;
- b. is and will be free of any virus or other destructive program of any kind;

- c. will not breach any law;
 - d. will not cause or potentially cause any damage, injury or death; and
 - e. will not breach the rights (including copyright and moral rights) of any third parties.
- 5.2. Claims of copyright infringement will be dealt with in accordance with our [Takedown Policy](#). Collections WA is not otherwise responsible for monitoring or enforcing the copyright obligations of Contributors.
- 5.3. The Collections WA platform offers Contributors a number of different settings to control public access to, and public use of, their uploaded content. You are responsible for selecting the appropriate privacy and copyright setting for each file uploaded by you.
- 5.4. You are responsible for checking the accuracy, currency, completeness and relevance of the content uploaded by you to the Collections WA platform.
- 5.5. When you upload any content, you give us a worldwide non-exclusive perpetual licence to use, reproduce and communicate to the public your content for the purposes of operating and promoting the Collections WA platform and in accordance with the copyright and privacy settings you have chosen.
- 5.6. In accordance with the principles of the Declaration of the Rights of Indigenous Peoples, you acknowledge and agree that Aboriginal or Torres Strait Islander or Indigenous communities are the custodians of their [Indigenous Cultural and Intellectual Property \(ICIP\)](#) and have an interest in protecting their ICIP from exploitation that is contrary to their customary laws. We reserve the right to remove, or alter the privacy settings of, any content that does not respect the ICIP of Australia's Indigenous peoples.
- 5.7. Your data will be stored and maintained on a server owned by WAM which is responsible for the security and integrity of that data.

7. Mass Importing

- 6.1. We may offer a process for the bulk upload of digital files to the Collections WA platform.
- 6.2. In order to use the bulk upload feature, Contributors:
- a. will be required to format their data to specifications provided by us; and
 - b. must ensure that each digital file or record uploaded as part of any bulk upload complies with these Terms of Use, in particular the requirements of paragraphs 5.3 and 6.1.
- 6.3. We have no obligation to provide a mass import service or make it available to you.
- 6.4. If you would like more information about the bulk upload feature, please email contact@collectionswa.net.au

8. Trove

- 7.1. Contributors will be able to make content uploaded to the Collections WA platform and designated as publicly available also available on the Trove digital collection platform operated by the National Library of Australia. This is an opt in feature and you will be asked to enter into a separate licensing agreement with the National Library of Australia. You are responsible for ensuring that you understand the terms of that agreement and that it is suitable for your collection. For more information visit trove.nla.gov.au

9. Termination of Contributor Accounts

- 8.1. We reserve the right to terminate a Contributor Account if the Contributor:

- a. breaches these Terms of Use;
- b. repeatedly infringes copyright;
- c. does not adhere to the [Privacy Act 1988](#);
- d. no longer meets the eligibility criteria as set out above; or
- e. compromises the security of the Collection WA platform.

- 8.2. We will send you a written warning via email before we terminate your account. We may terminate your account if the conduct or breach identified in the written warning is not promptly remedied. Your Contributor Account will be terminated without further notice after three written warnings.

10. Wind Up Policy

- 9.1. Should a Contributor cease to operate:

- a. you must promptly inform us in writing by contact@collectionswa.net.au
- b. at your written request which must be made before you cease to operate, we may download and provide to you a copy of your uploaded digital files although we have no obligation to do so;
- c. your Contributor Account will be closed and your data deleted.

- 9.2. If your collection becomes the property of a third party:

- a. you must promptly inform us in writing by emailing contact@collectionswa.net.au
- b. you may request the transfer of your content to the new owner and we will preserve your content for a period of six months pending approval of the new owner's application for membership of the WA Collections platform;

- c. we will transfer your content to a new owner which has established a Contributor Account within that period;
- d. if the new owner does not establish a Contributor Account within six months;
- e. your Contributor Account will be closed and, subject to sub-clause b), your data deleted.

9.3. In the event that Collections WA ceases operation, we will notify all Contributors by notice published on the website.

11. Indemnity and Disclaimer

10.1. You indemnify WAM, AMaGa WA, their directors, officers, employees, agents, subsidiaries and related bodies corporate against all actions, claims, losses, damages and costs incurred by or made against any of them that arises out of or relating to:

- a. content uploaded by you;
- b. any breach or alleged breach of your warranties; or
- c. any breach of these terms by you.

10.2. To the extent permitted by law, we are not liable for any loss, injury, claim, liability or damage of any kind resulting from the use of the Collections WA platform or for any content available or accessible on Collections WA.

10.3. Clauses 11.1 and 11.2 survive the termination of this agreement.

12. Governing Laws

11.1. These Terms of Use are governed by the laws of Western Australia.

11.2. You submit to the non-exclusive jurisdiction of the courts in Western Australia.