

# DReSA Terms of Use

Version 1.3.0



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## 1. Introduction

By using the DReSA website and the Content available on and through it, you are agreeing to be bound by these Terms of Use.

Content that you access through the DReSA website may also be subject to specific terms and conditions imposed by a Provider. Providers may include certain licences to use their Content, such as Creative Commons licences.

## 2. Terminology

DReSA - Digital Research Skills Australasia. This term is used in the context of the agreement between you and DReSA. The Pawsey Supercomputing Research Centre <https://pawsey.org.au/> hosts the DReSA platform and the content contained in DReSA on the AWS cloud. This arrangement may change in the future.

You/user – means you as a website user, content user, trainer and/or content provider.

Provider – means an individual or organisation that makes content available on or via the DReSA website.

DReSA website – means the website with the URL <https://dresa.org.au/> (or any URL replacing it or containing it within the URL) and associated web services, internet publishing tools, software, tools etc.

Content – means contributions or content; includes, but is not limited to, images, location data, records, and other metadata pertaining to training events, training materials and resources, Trainers and Providers.

## 3. User Profile and Personal Information

Core to DReSA functionality is the listing of training activities by providers. To be included in DReSA as a provider and/or as a trainer requires the creation of a user profile in DReSA.

When you create a user profile in DReSA as a trainer or a provider, you voluntarily enter into DReSA certain personal information. This includes, but is not limited to, your name, email address, and other contact details. You can also choose to share with us location data.

DReSA seeks to keep your personal information secure. To that end, DReSA uses [AAF](#) (Australian Access Federation) technology for access, authentication, and identity verification. For information on AAF's Privacy Policy, for personal details collected through AAF, please see the [AAF Ltd Privacy Policy](#).

DReSA will not accept a user profile that DReSA suspects is being made by or on behalf of someone who has been suspended for violation of these Terms of Use.

You are responsible for maintaining the confidentiality and security of your password(s). You are therefore responsible for everything done or submitted using your account.

If you become aware of or suspect any unauthorised use of your account, you should notify DReSA immediately at [admin@dresa.org.au](mailto:admin@dresa.org.au).

The DReSA Administrator may lock, restrict and/or delete your profile if you breach these Terms of Use. User profiles blocked or deactivated for breach of these Terms of Use may be re-enabled at the discretion of the DReSA Administrator.

## 4. Contributing or Uploading Content

You are legally responsible for the content you provide.

You retain copyright and any other rights you already hold in content that you submit, post, display, upload etc on the DReSA website.

You are free to make available, use or publish your content elsewhere.

You warrant that you own or created the content or have the necessary rights, licenses, or permissions to make the content available on the DReSA website.

You will make reasonable efforts to ensure your content is accurate at the time you collected or created it or made it available on the DReSA website.

At the time of adding your content you should nominate the type of licence that will apply to your content. You can select from a number of options, including [Creative Commons](#) licences.

Where you have not identified any specific terms or licences on the use of content you contribute to DReSA, then you grant to DReSA a non-exclusive, worldwide, free, perpetual, irrevocable licence to:

1. Reproduce, copy, store, cache, manage, display, publish, distribute, use, reproduce, adapt, modify, make derivatives, change into other formats, and incorporate it into other works or collections, for non-commercial purposes and the activities that DReSA undertakes; and
2. Make available the content and derivatives in accordance with the DReSA Terms and a [Creative Commons – Attribution 4.0](#) licence.

DReSA may decide in its sole discretion what content is published on the DReSA website.

You must not submit Content that:

- is defamatory, malicious, threatening, offensive, abusive, obscene, or otherwise unlawful or that violates laws regarding harassment, discrimination, racial vilification, privacy, or contempt
- is intentionally false or misleading
- is an infringement of copyright or other intellectual property rights
- compromises your privacy or that of other providers or that contain inappropriate personal information
- compromises sensitive data or confidential information.

You should be aware that your content may remain online indefinitely unless you take reasonable steps to remove it from DReSA.

## 5. Using the Content

If you use Content contained on the DReSA website, you:

- recognise that most of it is protected by copyright and other intellectual property rights and will respect those rights
- agree to acknowledge, reference, or attribute the relevant provider (using any specific attribution wording they may have provided) in any derived information product, work or publication that is based on the relevant content
- will comply with any terms that the provider may indicate regarding content use, e.g. personal use only, non-commercial use, may not make derivatives etc
- will not remove any identifier of ownership or terms of use that is associated with the content or metadata record
- recognise that the content is provided without any warranty regarding its quality, accuracy, completeness, currency, relevance, or suitability for any particular purpose and that you use the content at your own risk (see Disclaimer)

Your use of Content may also be subject to specific terms and conditions imposed by a Provider. You must comply with these terms. Where they exist, they will be available through the metadata.

If you want to use Content otherwise than in accordance with the licence conditions indicated by the Provider you need the approval or permission of the Provider.

## 6. Copyright

This DReSA website and its content are protected by copyright law. Copyright in this material resides with DReSA or various other providers as indicated.

Many of the trademarks or logos displayed on the DReSA website, such as the content provider organisation logos and names, are the registered trademarks of these organisations. The trademarks of third parties are also displayed on the DReSA website. None of these trademarks can be used without the express written permission of DReSA or the relevant third party.

## 7. Disclaimer

The DReSA website, linked websites, and content are intended to provide information for training and general use to assist the upskilling of researchers and research support professionals.

DReSA makes the website and content available on the understanding that you use them at your own risk – they are provided ‘as is’ and ‘as available’ and you exercise your own skill, judgement and care with respect to their use or your reliance on them.

DReSA and providers give no warranty regarding the quality, accuracy, completeness, currency, relevance, or suitability for any particular purpose of the content or the DReSA website.

To the fullest extent permitted by applicable law, the Pawsey Supercomputing Research Centre as the hosting organisation (including its employees and contractors), and providers exclude all liability to any

person for any consequences, including but not limited to all losses, damages (including indirect, special or consequential damages, loss of business, revenue/profit, loss of time etc), costs, expenses and any other compensation, arising directly or indirectly from your use of the DReSA website or content or inability to access the DReSA website.

If you find any inaccurate content or information on the DReSA website, or if you suspect that something is an infringement of intellectual property rights, you must let us know immediately by contacting [admin@dresa.org.au](mailto:admin@dresa.org.au) and the Provider of the Content.

## 8. Links to External Websites

DReSA brings together digital research training events, materials, and other related information from a host of sources around Australasia. DReSA thus provides links to a range of external websites; however, we do not have direct control over the content of the linked websites nor the changes that may occur to content on those websites.

It is your responsibility to make your own decisions about the accuracy, completeness, currency, relevance, or suitability for any particular purpose of the content on external websites.

DReSA publishes links to external websites at its discretion and reserves the right to remove user-posted links to external websites for any reason and at any time.

## 9. Linking to the DReSA Website

We encourage use of links on external websites to the DReSA homepage or other relevant pages on the DReSA website.

Such links should not suggest that your website, organisation, or services/products are endorsed by DReSA.

DReSA reserves the right to prevent linking or framing by giving notice on the DReSA website.

## 10. Security of the DReSA website

The internet exists across insecure, public networks and there is a risk that transmissions to or from this website may be intercepted and modified by third parties or that files obtained from or through this website may contain computer viruses, disabling codes, worms, or other defects.

DReSA accepts no liability for any interference with or damage to your computer system, software, or data occurring in connection with or relating to the DReSA website or its use including the functionality provided. You are encouraged to take appropriate and adequate precautions to ensure that whatever is selected from this website is free of viruses or other contamination that may interfere with or damage your computer system, software, or data.

You must not try to circumvent the security features of the DReSA website, or tamper with, hack into, or in some other way disrupt any computer system, server, website, router, or other device used to host this website or make it available.

DReSA seeks to keep secure and to maintain the integrity of materials and/or events that you voluntarily enter into DReSA. To that end, DReSA adheres to the [Pawsey Data Storage and Management Policy](#). Pawsey is currently hosting DReSA content via its AWS account, and thus data security and integrity is also covered under [AWS privacy and data security policies, practices and technologies](#).

Highlights from these policies and practices include, but are not limited, to the following:

- All data, including data collection, storage and use, must be permitted by law, including copyright laws, and must not be illegal or cause exposure of CSIRO (as the lead partner of the Pawsey Joint Venture) to civil legal action in Australia or elsewhere.
- The DReSA Data Controller/Contributor are responsible for among other things:
  - Access to and/or revocation of access to DReSA, per these Terms of Use.
  - Control of DReSA content and the appropriateness of such content fitting DReSA's purpose.
  - Back up of DReSA content.

DReSA seeks to keep the details of individuals who use DReSA to find training, materials, trainers and/or training providers secure. Unlike providers and trainers, users are not required to log in to use DReSA; therefore, they do not use AAF technology for access, authentication and identity verification. DReSA maintains anonymity of its users. DReSA captures anonymised information about DReSA site usage (e.g., page views, click throughs). DReSA does not capture usernames or IP addresses.

## 11. Email Addresses on the DReSA Website

The presence of email addresses on the DReSA website does not infer consent to send unsolicited commercial electronic messages (email) to those addresses.