

Terms and Conditions for Use of the Australian Synchrotron User Hub and Australian Synchrotron User Portal

Please read these Terms and Conditions ("Agreement", "Terms and Conditions", "the Terms") carefully before using the Australian Synchrotron User Hub and Australian Synchrotron User Portal (together "the Site") operated by Australian Nuclear Science and Technology Organisation ABN 47 956 969 590 (ANSTO, we, us or our).

This Agreement sets forth the legally binding terms and conditions for your use of the Site (via <https://userhub.synchrotron.org.au>). By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms and Conditions.

1. How do these terms operate?

1.1 ANSTO makes the site available for managing activities associated to research applications and merit access at the Australian Synchrotron.

1.2 These terms and conditions (the "Terms") apply to your access and use of the Site

1.3 By creating an account and logging in to the Site, you represent that you have read, understood and agreed to the Terms.

1.4 If you do not agree to the Terms, you must not create an account, log in, access or use, the Site.

2. The access which ANSTO provides

2.1 ANSTO will use reasonable efforts to provide the site but does not guarantee it.

2.2 All usage of the site may be monitored and/or logged for technical, compliance or enforcement purposes.

2.3 All use of the site may be being blocked, intercepted, viewed, actioned and stored by ANSTO. By using the site you consent, amongst other things, to ANSTO viewing and storing all information (including personal information) which you generate, send or receive. A

copy of the Site [Personal Information Collection Notice](#) and ANSTO [Privacy Policy](#) is available at each hyperlink.

2.4 ANSTO does not guarantee does not guarantee, represent, or warrant that your use of the site will be uninterrupted, timely, secure, or error-free. The Entity does not warrant that the results that may be obtained from the use of the site will be accurate or reliable. ANSTO does not guarantee that the site will be free from viruses, malware, or other harmful components. You expressly agree that your use of, or inability to use, the website is at your sole risk.

2.5 ANSTO may cancel, deny or defer access to the site for any reason and at any time, including during use. The reasons for this include, but are not limited to, if:

- a) ANSTO cannot provide access due to an event outside its control;
- b) ANSTO is limiting access to the site for safety, security or operational reasons;
- c) failure by you to comply with policies, procedures or reasonable direction or instruction or other non-compliance with the Terms;
- d) ANSTO reasonably believes it must do so in order to comply with any law or legal obligation; or
- e) ANSTO reasonably considers it necessary to do so in order to protect the safety of any person or the security of any ANSTO facilities or the confidentiality of any ANSTO information.

ANSTO is not required to provide the reason.

3. What is generally required in relation to your access

3.1 You must, in relation to your access and use of the site:

- a) only provide information that is true, correct and complete
- b) promptly update and/or notify ANSTO if any of the information becomes incorrect or incomplete;
- c) ensure you comply with all applicable laws and regulations;
- d) comply with any of ANSTO's policies and procedures, and any reasonable specific directions or instructions provided by ANSTO, relevant to access to or use of the site;
- e) ensure you do not damage the site wilfully or by way of any negligent act or omission; and
- f) promptly notify ANSTO of any damage to, or failure of, the site

4. ANSTO's liability is limited

4.1 ANSTO provides access to the site on an 'as is' and 'as available' basis, and specifically excludes all warranties, express or implied relating to the access to or use of the site, except those which cannot be excluded by law.

4.2 To the extent permitted by the Australian Consumer Law, ANSTO's liability is limited to the re-supply of the service. Other than a claim pursuant to the Australian Consumer Law, to the extent permitted by law, in no circumstances is ANSTO liable under or in connection with the Terms to compensate you for any loss or damage you suffer or incur arising from or in connection with your access to or use of the site. In addition, ANSTO specifically excludes liability for your lost revenue, lost opportunities, lost grants, lost profits or lost business, or any special, indirect or consequential loss or damage of any nature. Consequential loss means loss or damage which does not flow naturally from the breach (or other cause of action) without another intervening cause.

4.3 If, despite the above limitations, ANSTO is found to be liable for any loss or damage suffered or incurred by you under or in connection with the Terms, the liability of ANSTO whether in contract, tort (including negligence and breach of statutory duty) shall not exceed \$10 (excluding GST).

5. Your liability

5.1 Subject to clause 5.2, you will pay ANSTO on demand the amount of any loss, damage (whether personal or property), liability, compensation, or expense (including any legal costs and expenses) incurred or suffered by ANSTO as a result of or in relation to:

- a) damage to, or loss of ANSTO's assets, equipment or facilities arising from a negligent, wilful or intentional failure by you to access or use the site in accordance with the requirements of this Agreement or ANSTO's policies and procedures notified to you or any reasonable specific directions or instructions provided by ANSTO; or
- b) any injury to or death of any person arising from a negligent wilful or intentional failure by you to act in a manner required under these terms.

5.2 Your liability to pay ANSTO under clause 5.1 will be reduced proportionately to the extent that such losses were caused by the negligence, wilful misconduct, violation of applicable law by or on behalf of ANSTO, or breach by ANSTO of any of its obligations under this Agreement.

6. General

6.1 If any part of the Terms shall be void, voidable or unenforceable, it is to be severed from these Terms, without affecting the validity or enforceability of the remainder of it.

6.2 Your rights under these Terms cannot be assigned except with the prior written consent of ANSTO.

6.3 ANSTO may issue amendments, or additions, to these Terms from time to time at its sole discretion. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms. Please review the terms periodically for changes. If you do not agree to any aspect of or any changes to these terms, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

6.4 These Terms only apply to the Australian Synchrotron User Hub and Australian Synchrotron User Portal (together “the Site”) and do not apply to access to assets, equipment or facilities on-site at ANSTO owned, or controlled, premises.

6.5 These Terms shall be governed by the laws of Victoria and the Commonwealth of Australia.

7. Intellectual Property

7.1 The Site and its original content, features and functionality are owned by the Australian Nuclear Science and Technology Organisation and are protected by copyright, trademark, patent, trade secret and other intellectual property and/or proprietary rights laws.

8. Links to Other Sites

8.1 The Site may contain links to third-party websites that are not owned or controlled by the Australian Nuclear Science and Technology Organisation. Australian Nuclear Science and Technology Organisation has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

9. Contact Us

If you have any questions about these terms, please contact the Australian Synchrotron User Office at user.office.vic@ansto.gov.au

