

# CONDITIONS OF USE

April 2024

In this document unless the contrary intention appears:

**'Data'** means and includes LIST and/or TASMAR products supplied to you via the Information & Land Services Division (ILS) of the Department of Primary Industries, Parks, Water & Environment (DPIPWE).

By receiving the Data, **Department of State Growth** ('you'), are granted a non-exclusive, non-transferable licence to use the Data and indicate your acceptance of the following Conditions of Use.

- 1) All Data supplied is subject to Crown Copyright provisions as defined by the *Copyright Act 1968*.
- 2) The Data is to be used internally within your organisation to support the execution of your usual business activities.
- 3) The Data may be presented on an internet site providing:
  - a) appropriate acknowledgment is made as to its source; and
  - b) security measures are in place to ensure the Data cannot be reconverted to vector format.
- 4) The Data shall be used in a manner consistent with the *Personal Information Protection Act 2004*.
- 5) The Data shall not be on-sold, traded, given away or used to prepare a product for commercial gain in any way, without prior written approval by the General Manager, Information & Land Services Division or as otherwise defined in Section 5.3.1 of the Service Level Agreement.
- 6) The Data received under this Agreement shall not be distributed outside your organisation, except for where a third party assisting or contracted by you requires the Data to perform tasks on your behalf. However a third party cannot use the Data for any other purpose, nor prepare a product for further commercial gain.
- 7) You must ensure your employees, agents and sub-contractors are aware of and comply with the Conditions of Use of the Data.
- 8) You may modify the Data and/or combine the Data with your data, however this will not:
  - a) derogate from the ownership of the Data; or
  - b) operate as an assignment of the copyright in the Data; or
  - c) negate the Conditions of Use applicable to the Data.
- 9) A Data Licence Agreement must be negotiated to include rights to on-sell the Data; prepare a product or produce outputs solely for commercial gain. A Data Licence Agreement is obtainable through the Manager, Geodata Services Branch, ILS.
- 10) Any product or service derived from the Data whether for commercial or non-commercial gains, internally or externally of your organisation must be accompanied by the relevant acknowledgment statement(s). The statements must be in a form visible to the human eye.

Acknowledgment Statements:

Raster Data:

*Base image by TASMAR, © State of Tasmania*

Vector Data:

*Base data from theLIST, © State of Tasmania*

- 11) The Data has been acquired from various sources and therefore is recorded and stored at different levels of reliability. Accordingly DPIPWE warrants the Data only within the performance criteria specified within the Metadata statements found at the Tasmanian Spatial Data Directory, and via the information sheets accompanying the Data. If you wish to make decisions based on the Data you should consult with the relevant authorities.
- 12) DPIPWE does not warrant the Data is free of errors or defects, therefore you release DPIPWE from all liability whether in contract or tort arising from any defects and errors in the Data.
- 13) The Data has not been prepared to meet your individual requirements and it is therefore your responsibility to ensure that the Data meets your own individual requirements.
- 14) DPIPWE is under no obligation to provide training or assistance in the use of the Data or associated hardware/software to utilise the Data.
- 15) Failure to accept or adhere to any of the above Conditions of Use, terminates any granted permission of use of the Data. Consequently all use of the Data must cease and the Data returned to DPIPWE. The Data and any related material and all copies thereof shall be erased from your storage media. This requirement applies to all copies of the Data in any form, partial or complete and whether or not modified or merged into other materials.