



ACT
Government

Justice and Community Safety

Form: Subscription to the ACT Sentencing Database

To apply for a subscription to access the ACT Sentencing Database (**ACTSD**) please fill in the fields below, and sign and date this form where indicated. Once completed, please scan and email the completed form to ACTSD@act.gov.au.

Surname of applicant	
First name of applicant	
Email address of applicant	
Applicant's organisation (if applying on behalf of an organisation)	
Contact phone number	
Please describe your intended use of the Database eg business use, research.	

In applying for a subscription to the ACTSD, I, the above applicant, warrant that I have read and agree to the ACTSD Terms of Use at Attachment A to this form.

Signature	Date

ATTACHMENT A - ACT SENTENCING DATABASE TERMS OF USE

A. THE ACT SENTENCING DATABASE

1. The ACT Sentencing Database (**Database**) is an online collection of materials in relation to judicial sentencing within the Australian Capital Territory (**Territory**).

B. TERMS OF USE

2. In accessing the Database, I accept the terms of use (**Terms of Use**).
3. From time to time, the Territory may amend the Terms of Use. If I continue to use the Database, I will be deemed to have accepted any amendments.
4. The Terms of Use, as amended from time to time, continue in force from the time of my acceptance until cancelled by the Territory in accordance with these Terms of Use.

C. SUBSCRIPTION TO THE DATABASE

5. Access to the Database is via subscription only. The Territory may, in its absolute discretion, refuse to provide a subscription.
6. From time to time, the Territory may charge fees for my subscription. If it does so, my access to the Database is conditional on payment of such fees.
7. I will not share my subscription details, login and password with any other person or organisation, or provide access to the Database to any other person or organisation.

D. DISCLAIMERS ABOUT DATABASE CONTENT

8. While reasonable care is taken in relation to Database content, the Territory does not warrant that all Database content is complete, accurate or up to date.
9. Database content may contain hyperlinks to third party pages or websites. The Territory does not warrant the accuracy or completeness of such third party pages or websites, or endorse any material contained on such pages or websites for any purpose.
10. The Territory's provision of Database content does not constitute legal or other professional advice.

E. COPYRIGHT IN AND PERMITTED USE OF DATABASE CONTENT

11. Content in the Database is copyright protected.
12. I am permitted to access, copy and print Database content for my own/ internal business use (including research, study, and inclusion in essays, papers and theses), in accordance with applicable copyright and other laws (**Permitted Use**).

F. SERVICE CONTINUITY

13. The Territory does not warrant that service to the Database will be uninterrupted, or otherwise available during specific times.
14. The Territory accepts no responsibility for any corruption or failed transmission of any information attributable to my computer system or any act or omission of my internet service provider.
15. From time to time the Territory plans outages, for example, to conduct maintenance to, and updates of the Database, during which time I will not be able to access the Database. The Territory will endeavour to notify me in advance of planned outages.

G. CANCELLATION OF SUBSCRIPTION

16. If the Territory determines, in its absolute discretion, that I have breached these Terms of Use, or any applicable laws, the Territory may log me off from, limit my access to, impose conditions as to my use of, or cancel my subscription to, the Database, and maintain that restriction for any period of time that it considers appropriate.
17. The Territory may additionally cancel my subscription for any reason on 7 days notice to me. If my subscription is cancelled under this clause G2, the Territory will reimburse me any unused portion of prepaid subscription fees, calculated on a pro rata basis.

H. PRIVACY

18. The Territory collects personal information about me (being information provided with, or included in my subscription form) for the purpose of providing access to the Database, administering my account, responding to enquiries and feedback and for internal purposes, including reporting. Personal information that is collected may be held for an indefinite period for the above purposes. I understand that if the Territory cannot collect this personal information, it may not be able to provide me with access to the Database.
19. The Territory may share personal information about me with contracted service providers to enable them to perform their functions. In these circumstances, the Territory protects my personal information by entering into contracts which require service providers to adequately protect Territory information.
20. Any personal information provided with, or included in my subscription form, will be stored, used and disclosed in accordance with the *Information Privacy Act 2014 (ACT)* and the Justice and Community Safety Directorate's privacy policy, which can be found here: <http://www.justice.act.gov.au/privacy>. This privacy policy explains how my information will be handled, how I can access or request changes to my personal information, and how complaints in relation to privacy matters are handled.

I. LIABILITY

21. In accessing or using the Database, I acknowledge that the internet is not a secure or confidential medium of communication and I therefore transmit, receive and store information at my own risk.
22. The Territory disclaims any liability for damages or losses arising out of or in any way connected to my use of, or inability to use, the Database.

J. GOVERNING LAW

23. These Terms of Use are governed by and construed in accordance with the laws in force in the Territory and I submit to the non-exclusive jurisdiction of the courts of the Territory. In accessing or using the Database, I will comply with the laws from time to time in force in the Territory.

K. FURTHER INFORMATION

24. For further information about the Database of these Terms of Use, please contact the Principal Registrar of the ACT Law Courts via email at ACTSD@act.gov.au.