# **User Agreement**



## Thank you for choosing to subscribe to GEM Local – Where Grants Find You

Please read this User Agreement carefully before subscribing to GEM Local.

By subscribing to GEM Local you agree to the following:

#### **User Agreement**

The internet website with the address "gemlocal.com" and associated websites (collectively referred to as "GEM Local") is owned and operated by Strategic Grants Pty Ltd (ABN 58 140 784 943). Your access to GEM local and your use of the data, products, services, information, text, graphics, materials, software and other content available on GEM Local is subject to this legally binding agreement ("User Agreement").

Your GEM Local subscription is offered to you on the condition that you accept this User Agreement as it stands. By purchasing a subscription and accessing GEM Local you agree that you have read, understood and will be legally bound by this User Agreement.

This User Agreement is made between Strategic Grants Pty Ltd and your organisation ("User Organisation") as listed in the GEM Local subscription details and found within the GEM Local: My Account section of the web site.

#### **Access to GEM Local**

You will sign in to GEM Local by providing your online user name and password which will be supplied electronically on payment of your subscription. You will be able to view your localised grant data, add and track your grant applications, create email alerts and access your My Account and help.

#### **Provision**

Strategic Grants is responsible for all maintenance and support services regarding GEM Local.

#### **Permitted Uses and Disclosure**

The User Organisation agrees:

- to use the grant records data set, solely for the purpose of conducting research into grants and the making of grant applications for the specific User Organisation registered within GEM Local
- to use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of the grants data set, other than as provided for by this User Agreement
- to use appropriate administrative, physical and technical safeguards to prevent access to GEM Local beyond any person who is not associated with the User Organisation
- not to present or publish information contained in the grants data set beyond the registered User Organisation
- not to release the grants data set or any sub set of the data to any third party without express permission from Strategic Grants
- not to attempt to link the data set to any other datasets from any source without express permission from Strategic Grants
- not to use the grants data to apply for grants for any other organisation outside of the User Organisation that is registered to GEM Local
- to inform Strategic Grants of any known or suspected breach of privacy arising from the use of the grants data set

## **Availability**

GEM Local is not a guaranteed service. We endeavour to provide for a 7 day, 24 hour uptime on this service, however the service may be affected by a range of factors including technical problems, telecommunications issues and availability of staff outside usual office operating hours.

In order to access GEM Local you must ensure that your contact details have been correctly registered, your computer or other internet accessible web browsing device is switched on and that you are located within a coverage area of your internet service provider.

## **Confidentiality and Intellectual Property**

It is explicitly agreed that Strategic Grants will preserve the confidentiality of any information relating to the User Organisation, which comes into its possession or knowledge through use of GEM Local unless it is generally in the public domain. Strategic Grants will not divulge this information without written authority except as required by law.

Strategic Grants may collect anonymous success rate and other data relating to User Organisation in order to carry out benchmarking for business development purposes during the period of this agreement. Any data used publicly will be de-identified and used anonymously unless the User Organisation gives written permission stating otherwise.

#### **Ethics**

Strategic Grants is an Organisational Member of the Fundraising Institute of Australia (FIA) and abides by the FIA's Professional Code of Conduct and Ethics. If ever the User Organisation is not happy with the quality of work provided by Strategic Grants, you are encouraged to discuss this with the Strategic Grants Director so the issue can be resolved speedily and with a positive outcome.

## **Privacy**

Read our Privacy Statement here:

https://www.strategicgrants.co.nz/privacy/

Australia: https://www.strategicgrants.com.au/privacy/

## **Terms**

The terms of this User Agreement shall be effective from the time the subscription payment is made, and shall remain in effect until the cessation of the subscription period, at which point the User Organisation will cease to have electronic or any other access to GEM Local.

Any data specific to the User Organisation that was generated during the subscription period will be stored within the GEM Local database for the period required by legislation and as per the Intellectual Property and Privacy conditions stated above..

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END

Strategic Grants Pty Ltd | ABN 58 140 784 943