

**Terms of Use**  
**for end user access of MLA group systems**



**1. Application**

1.1 These terms of use apply to each individual who is granted access to any of MLA Group Systems (as defined below).

**2. General**

2.1 The content, material and information (**MLA Material**) contained in any of the MLA Group Systems, such as MLA's SharePoint, iShare or CRM (**MLA Group Systems**) are owned by, or licensed to, Meat & Livestock Australia Limited (ABN 39 081 678 364) (**MLA**).

2.2 "**You**" or "**your**" means the individual that is granted access to the MLA Group Systems.

2.3 Your access to, and use of, the MLA Group Systems and MLA Material is subject to these terms of use and any additional terms, notices and disclaimers which appear with or in the MLA Material or in a separate project agreement you or your organisation has entered into with MLA, and you accept these terms by completing and submitting to MLA the "MLA Group Systems Access Request Form" provided to you.

2.4 These terms of use may only be varied by written agreement with MLA.

**3. Access to the MLA Group Systems and permitted use**

3.1 You must:

- (a) only access the MLA Group Systems if MLA has provided you with a link for accessing the MLA Group Systems;
- (b) only access the MLA Group Systems and use the MLA Material in accordance with the permission level granted to you by MLA;
- (c) access the MLA Group Systems and use the MLA Material solely for the purpose of (i) providing services to MLA or its related bodies corporate; (ii) undertaking a project with MLA or its related bodies corporates under a separate agreement; or (iii) as otherwise permitted by MLA in writing (Permitted Purpose);
- (d) not use the MLA Material for any purposes other than the Permitted Purpose, unless MLA has given prior written consent;
- (e) not duplicate, reproduce or download the MLA Material, provide it to anyone else or let anyone else see it; and
- (f) keep the link confidential and not allow anyone else to access the MLA Group Systems using your link.

**4. Copyright and other intellectual property**

4.1 All rights (including intellectual property rights such as copyright) in the MLA Material are owned by, or licensed to, MLA and are protected by applicable laws, including trade mark and copyright laws. Some of the MLA Material is also the confidential information of MLA and you must ensure that confidentiality of such material is maintained.

4.2 Unless otherwise agreed in a written agreement signed by the parties, all rights and interest in and to any improvements you make to the MLA Material is owned by MLA from its creation.

4.3 You agree not to remove, alter or obscure any copyright notices, trade marks or logos that appear on the MLA Group Systems or MLA Material.

4.4 You must not commercialise any information, content or designs contained in any part of the MLA Group Systems or MLA Material without the prior written consent of MLA.

**5. Your obligations**

5.1 You must:

- (a) promptly notify MLA if there is any unauthorised use of your link, username or password or any unauthorised access to the MLA Group Systems;
- (b) notify MLA as soon as you become aware of any misuse or loss of, or interference with, the MLA Material or unauthorised access to, or modification or disclosure of, the MLA Material;
- (c) comply with all relevant laws and regulatory requirements in connection with the MLA Group Systems and MLA Material;
- (d) not attempt to circumvent the security of the MLA Group Systems;
- (e) not use, disclose or seek to intercept data that is not intended for you; and
- (g) not knowingly introduce any malicious or disabling code, virus or similar into the MLA Group Systems.

**6. Collection of information**

6.1 If MLA requires you to provide personal information in connection with your access to the MLA Group Systems, MLA will collect, store, use and disclose this information in accordance with its privacy policy (found at [www.mla.com.au/General/Privacy](http://www.mla.com.au/General/Privacy)) and you consent to this.

**7. Confidentiality**

7.1 You acknowledge that the MLA Group Systems comprises confidential information and that you have an obligation not to:

- (a) access any information in the MLA Group Systems other than the MLA Material which MLA has authorised you to access; and
- (b) disclose the confidential information in the MLA Group Systems other than as expressly permitted by MLA.

**8. Disclaimer and liability**

8.1 Access to and use of the MLA Group Systems and the MLA Material is at your risk. To the maximum extent permitted by law and without limiting the remainder of this clause 8, the MLA Group Systems and MLA Material are provided 'as is' and MLA makes no representations that the MLA Group Systems or MLA Material:

- (a) will be current, complete or accurate;
- (b) will be secure, free from errors, interruptions, viruses, worms, Trojan horses, bugs or similar components; or
- (c) will not interfere with or damage your computer systems or result in loss or corruption of data.

8.2 Information in the MLA Material may be obtained from third party sources. You acknowledge that MLA has not verified third party information and that: (a) any forecasts and projections are imprecise and subject to a high degree of uncertainty; and (b) the MLA Material may be a snapshot of certain markets and not reflect that market as a whole.

8.3 Nothing in these terms of use is intended to exclude, restrict or modify rights, guarantees and remedies that may be conferred on you under the *Competition and Consumer Act 2010* (Cth) in relation to provision by MLA of goods and services. All other rights, guarantees and remedies are excluded. To the extent permitted by law, MLA's liability for breach of any consumer guarantee which cannot be excluded is limited at MLA's option to:

- (a) in the case of services supplied or offered by MLA, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, resupplying or paying the cost of resupplying the service; or
- (b) in the case of goods supplied or offered by MLA, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, replacing or repairing the goods, supplying equivalent goods, paying the cost of replacing the goods.

8.4 MLA will not be liable for any direct or indirect loss, damage, cost or expense arising from access to the MLA Group Systems or use or misuse of the MLA Material, including loss of profit or special, indirect, consequential or economic loss or damage.

**9. Indemnity**

9.1 You indemnify MLA against all damages, losses, costs and expenses incurred by MLA arising out of or in connection with your breach of these terms of use or use of the MLA Material.

**10. Termination of Access**

10.1 Your right to access the MLA Group Systems will terminate on the earlier of the end of the purpose for which access was granted, the date notified to you by MLA in writing or the expiry of your agreement with MLA or its related bodies corporate. In addition, your access to the MLA Group Systems may at any time be terminated without notice if MLA suspects any misuse of MLA Material or unauthorised access to the MLA Group Systems or if you otherwise breach these terms.

**11. Governing Law**

11.1 These terms of use are governed by the law applicable in the State of New South Wales, Australia.