Terms of Use MLA Market Reports and Information



1. General

- 1.1 The market reports and information provided to you (Reports) are owned by Meat & Livestock Australia Limited (ABN 39 081 678 364) ("MLA", "we", "us" or "our").
- 1.2 "You" or "your" means the person or entity that is provided with a copy of the Reports.
- 1.3 Your access to and use of the Reports is subject to these terms of use and any additional terms, notices and disclaimers which appear with or in the Reports. If you do not agree with the terms, notice and disclaimers, you must not access or use the Reports.
- 1.4 MLA may alter these terms of use from time to time. Please check our terms of use regularly before using the Reports to ensure you are aware of any changes. If you do not agree to any alterations, you should not continue to use the Reports. Your continued use of the Reports after these terms of use have been altered constitutes your acceptance of them.

2. Limited Licence

- 2.1 MLA grants you a non-exclusive, royalty free licence to use the Reports solely for your personal and business purposes. MLA may revoke this licence at any time by providing you with at least 14 days' notice, in which case you must cease all use of the Reports on expiry of the notice period.
- 2.2 You must not provide the Reports to third parties without the prior written consent of MLA.

3. Copyright

- 3.1 All rights (including intellectual property rights such as copyright) in the Reports, its content and design are owned by or licensed to MLA.
- 3.2 You agree not to remove, alter or obscure any copyright notices that appear on the Reports.
- 3.3 Except where permitted by law, you may not commercialise any information, content or designs contained in any part of the Reports without the prior written consent of MLA.
- 3.4 Where you use or incorporate the Reports (or part of it) into a publication you must, as a minimum, clearly attribute the source of the Reports as Meat & Livestock Australia Limited and, where practicable, include the following text:
 - "Reproduced courtesy of Meat & Livestock Australia Limited - www.mla.com.au"

4. Trade Marks, trade names and logos

- 4.1 All trade marks, trade names, service marks and other names and logos on the Reports are owned by or licensed to MLA and are protected by applicable trade mark and copyright laws.
- 4.2 You agree not to remove, alter or obscure any trade marks, trade names and other names and logos that appear on the Reports.

5. Collection of information

5.1 If MLA requires you to provide personal information in connection with your receipt of the Reports, MLA will collect, store, use and disclose this information in accordance with its

<u>privacy policy</u> (found at <u>www.mla.com.au/General/Privacy</u>) and you consent to this.

6. Disclaimer and liability

- 6.1 Where possible, care is taken to ensure the accuracy of the information contained in the Reports. However, you acknowledge that the Reports are provided on an 'as is' basis and MLA makes no representations and, to the extent permitted by law, expressly excludes all warranties and guarantees regarding the accuracy, completeness or currency of the information, recommendations and opinions contained in the Reports.
- 6.2 Information in the Reports may be obtained from a variety of third party sources. To MLA's knowledge the information accurately depicts existing and likely future market demand. However, you acknowledge that MLA has not verified all third party information. You further acknowledge that forecasts and projections are imprecise and subject to a high degree of uncertainty.
- 6.3 The information, recommendations and opinions contained in the Reports do not take into account, and may not be appropriate for, your individual circumstances. You should make your own enquiries and seek professional advice before making decisions concerning your interests or otherwise relying on the Reports in any way. Any reliance will be at your own risk and MLA accepts no liability for any loss, damage, cost or expense arising from any use or misuse of the Reports.
- 6.4 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 the provision by MLA of goods and services. All other rights, guarantees and remedies are excluded.
- 6.5 To the extent permitted by law, MLA's liability for breach of any consumer guarantee, which cannot be excluded, is limited at the option of MLA 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 the goods, supplying equivalent goods, repairing the goods or paying the cost of replacing the goods, supplying equivalent goods or repairing the goods.
- 6.6 MLA will not be liable for any loss of profit or for any direct, special, indirect, consequential or economic loss or damage.

7. Indemnity

7.1 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 Reports.

8. Governing Law

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