

Terms of Use

MSA Reports, Information, and APIs



Important: These Terms of Use include terms that limit MLA's liability in connection to MSA Reports and any APIs and allow MLA to disclose Your personal information to third parties in accordance with MLA's Privacy Policy.

1. General

- 1.1 The reports, data and information provided to You or accessed by You (**Reports**) are owned by Meat & Livestock Australia Limited (ABN 39 081 678 364) (**MLA**).
- 1.2 MLA may provide or make available an Application Programming Interface (**API**) to facilitate the extraction of information and data from the Reports.
- 1.3 "**You**" or "**Your**" means the person or entity that is named at the top of the Reports, the person or entity accessing the Reports, or the person or entity accessing APIs.
- 1.4 Your access to and use of the Reports and any APIs is subject to these Terms of Use and any additional terms, notices, assumptions and disclaimers which appear in the Reports or APIs. If You do not agree with these Terms of Use or any additional terms, notices and disclaimers, You must not access or use the Reports or APIs.
- 1.5 MLA may amend these Terms of Use from time to time. Please check our Terms of Use regularly before using the Reports or the APIs to ensure You are aware of any changes. MLA will also provide You with notice of any material changes to these Terms of Use at least 30 days before the changes become effective. If You do not agree to the amended Terms of Use, You should not continue to use the Reports or the APIs. Your continued use of the Reports or the APIs after these Terms of Use have been amended constitutes Your acceptance of them.

2. Limited Licence

- 2.1 MLA grants You a non-exclusive, royalty free licence to use the Reports and any APIs solely for Your internal business purposes.
- 2.2 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 and any APIs on expiry of the notice period.
- 2.3 You must not provide the Reports to anyone else or allow anyone else to use it.
- 2.4 Except in relation to the raw data owned by You, You must not commercialise any information, content or designs contained in any part of the Reports as part of a service or product provided 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 and any APIs are owned by or licensed to MLA.
- 3.2 You agree not to remove, alter or obscure any copyright notices that appear in the Reports.

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 must not remove, alter or obscure any trade marks, trade names and other names or logos that appear in the Reports or any APIs.

5. Collection of information

- 5.1 If MLA requires You to provide personal information in connection with Your receipt of the Reports or use of APIs, MLA will collect, store, use and disclose this information in accordance with its privacy policy (found at www.mla.com.au/General/Privacy) and You consent to this.

6. Termination

- 6.1 Either party may terminate these Terms of Use by giving the other party 30 days written notice.
- 6.2 MLA may terminate these Terms of Use by giving You 7 days written notice if:
 - (a) MLA is no longer collecting or aggregating the relevant Reports for the meat and livestock industry;
 - (b) You breach a material provision of these Terms of Use which is not remedied within 14 days of a notice requiring its remedy; or
 - (c) You have acted in a manner relating to these Terms of Use that is likely to damage the brand or reputation of MLA.
- 6.3 Following termination of these Terms of Use, You must cease all use of the APIs.

7. Disclaimer and liability

- 7.1 You acknowledge that the Reports are provided on an 'as is' basis and MLA makes no representations regarding the completeness or accuracy of Your data and third-party data used to prepare the Reports and, to the extent permitted by law, expressly excludes all warranties and guarantees regarding the accuracy, completeness or currency of such information.
- 7.2 Information in the Reports are obtained from You and may also be from a variety of third-party sources.
 - (a) You acknowledge that MLA has not verified Your information and all third-party information in relation to accuracy or otherwise.
 - (b) You further acknowledge that: (a) the analysis and findings are based on the information You and relevant third parties have provided to MLA; (b) the analysis and findings in the Reports are subject to

assumptions listed in the Reports; (c) the Reports are only intended to provide general information and are not intended to be comprehensive; and (d) the Reports provided may be a snapshot of certain markets and not reflect that market as a whole.

- 7.3 The information, raw data, analysis and findings 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 interpreting or 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.
- 7.4 You acknowledge that MLA accepts no liability for any loss, damage, cost or expense arising from any use of the APIs by You, including errors in the automation of the data extraction process using the APIs.
- 7.5 MLA may make changes to an API at any time without notice. You acknowledge that it is Your responsibility to ensure that the version of the API You use is current.
- 7.6 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.
- 7.7 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 or supplying equivalent goods or repairing the goods.
- 7.8 MLA will not be liable for any loss of profit or for any direct, special, indirect, consequential or economic loss or damage.

8. Governing Law

- 8.1 These Terms of Use are governed by the law applicable in the State of New South Wales, Australia.

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