

**Terms of Use**  
**MLA Market Reports, Data and Information**  
(Internal use only)



**1. General**

- 1.1 The market 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**", "**we**", "**us**" or "**our**").
- 1.2 MLA may provide or make available Application Programming Interfaces (**APIs**) to facilitate the extraction of information and data from the Reports.
- 1.3 "**You**" or "**your**" means the person or entity that is provided with a copy of the Reports.
- 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 and disclaimers which appear with or in the Reports or the APIs. If you do not agree with the terms, notice and disclaimers, you must not access or use the Reports or the 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. If you do not agree to our 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 altered 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 personal and internal 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 and any APIs on expiry of the notice period.
- 2.2 You must not provide or make available the Reports to anyone else or commercialise the Reports without the prior written consent of MLA.

**3. Copyright**

- 3.1 All rights (including intellectual property rights such as copyright) in the Reports, their content and design 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 on the Reports.
- 3.3 You must 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 with MLA's written consent you must, at a minimum, clearly attribute the source of the Reports as Meat & Livestock Australia Limited and include the following text:

*"Reproduced courtesy of Meat & Livestock Australia Limited -  
[www.mla.com.au](http://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 must not to remove, alter or obscure any trade marks, trade names and other names and logos that appear on 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, 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.

**6. Disclaimer and liability**

- 6.1 You acknowledge that the Reports are provided on an 'as is' basis and MLA makes no representations regarding the completeness or accuracy of the Reports 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 in relation to accuracy or otherwise. You further acknowledge that: (a) any forecasts and projections are imprecise and subject to a high degree of uncertainty and (b) the Reports provided may be a snapshot of certain markets and not reflect that market as a whole.
- 6.3 The information, raw data, 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 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.
- 6.4 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.
- 6.5 MLA may make changes to an API at any time without notice. You acknowledge that it is your responsibility to ensure that that version of the API you use is current. 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.
- 6.6 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.

- 6.7 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 or any API.

**8. Governing Law**

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

**Date: 6 September 2017**