

## TERMS OF USE FOR THE LIVESTOCK DATA LINK DATABASE

The Livestock Data Link database (**Database**) is a carcass feedback and reporting system designed to, among other things: (i) calculate carcass compliance; (ii) enable performance benchmarking within a herd, and at a regional, State and National level; and (iii) provide a library of solutions on how to address carcass compliance issues on farm.

This is an agreement between you (**User** or **You**) and Integrity Systems Company Limited ABN 34 134 745 038 (**ISC** or **Us**) and governs Your use of the Database.

By accessing the Database, you agree to be bound by these terms which will form an agreement between us.

- 1. USER'S RIGHTS**
  - 1.1 ISC grants User a non-exclusive right to access and use the Database through their authorised account solely for its internal business purposes.
  - 1.2 User may download data and materials from the Database solely for the User's internal business use. User must not otherwise reproduce, adapt, store, communicate, print, display, publish or create derivative works from any part of the content of the Database for any other purpose.
- 2. SOURCE OF DATA**
  - 2.1 User acknowledges that:
    - (a) information contained in the Meat Standards Australia database and the National Livestock Identification System database have been and will be replicated in the Database and confirms that it has agreed to such replication; and
    - (b) data from the Animal Health Australia's national sheep health monitoring project data in Animal Health Australia's Central Animal Health database which relates to User's business has been and will be replicated in the Database.
  - 2.2 User acknowledges and understands that:
    - (a) the information and materials contained in the Database are obtained from a variety of sources, including third party sources; and
    - (b) ISC has not verified the information and materials provided by third parties and is not responsible for their accuracy, reliability or completeness. User must make its own enquiries before using such information and materials to make decisions concerning its interests.
- 3. OTHER USERS' DATA**
  - 3.1 Where User is one of a multiple of users linked to a property identification code (**PIC**), User:
    - (a) acknowledges and understands that:
      - (i) data relevant to all users linked to the PIC will be available to all users linked to that PIC; and
      - (ii) the data of each user linked to a PIC is confidential to that user; and
    - (b) must not access or use the data of any other user linked to the PIC without the other user's approval.
- 4. USER'S OBLIGATIONS**
  - 4.1 User will require a username and password to access the Database. User is responsible for maintaining the confidentiality and security of its username and password and all use or activity that occurs on the account, including unauthorised use or activity.
  - 4.2 User must:
    - (a) promptly notify ISC if there is any unauthorised use of User's username or password or any unauthorised access to the Database;
    - (b) comply with all relevant laws and regulatory requirements in connection with the Database;
    - (c) notify ISC of any inaccuracy of the information contained in the Database as soon as practicable after becoming aware of it; and
    - (d) ensure that its contact information, including its email address, in the National Livestock Identification System and with ISC are correct and up to date.
  - 4.3 User must not:
    - (a) attempt to circumvent the security of the Database;
    - (b) use, disclose or seek to intercept data that is not intended for User; or
    - (c) knowingly introduce any malicious or disabling code, virus or similar into the Database or the ISC systems.
- 5. SECURITY**
  - 5.1 ISC uses security measures with the aim of keeping the Database secure:
    - (a) but makes no warranty in respect of its security measures; and
    - (b) is not responsible for any misuse, loss or unauthorised access to, modification or disclosure of information related to the User in the Database.
- 6. INTELLECTUAL PROPERTY**
  - 6.1 All rights (including intellectual property rights such as copyright) in and title to the Database are, as between ISC and User, owned by ISC.
- 7. CONFIDENTIALITY**
  - 7.1 User acknowledges that the Database comprises confidential information and that User has an obligation not to:

- (a) access any information in the Database other than the information which ISC has authorised User to access; and
- (b) disclose the confidential information in the Database other than as expressly permitted by ISC.

## 8. PRIVACY

- 8.1 User consents to the collection, use and disclosure of its personal information in accordance with ISC's privacy policy available at <http://www.nlis.com.au/privacy>.
- 8.2 To the extent that User has provided information which may personally identify another individual, User warrants that User has notified the relevant individual that his/her information has been provided to ISC and will be handled by ISC in accordance with ISC's privacy policy.

## 9. INDEMNITY

- 9.1 User indemnifies ISC against all damages, losses, costs and expenses incurred by ISC arising out of or in connection with:
  - (a) any non-compliance by User with the terms of this agreement; or
  - (b) any act or omission of User in connection with the Database, including any use of the material and information contained in the Database.

## 10. DISCLAIMERS AND ISC'S LIABILITY

- 10.1 The *Competition and Consumer Act 2010* (Cth) may confer rights, guarantees and remedies on User in relation to the provision by ISC of goods and services, which cannot be excluded, restricted or modified. ISC does not exclude those rights. All other rights and guarantees and remedies are excluded.
- 10.2 To the maximum extent permitted by law, ISC's liability for breach of any consumer guarantee, which cannot be lawfully excluded, is limited at the option of ISC to:
  - (a) in the case of services supplied or offered by ISC, resupplying or paying the cost of resupplying the service; or
  - (b) in the case of goods supplied or offered by ISC, replacing the goods, supplying equivalent goods, repairing the goods or paying the cost of replacing, repairing or supplying equivalent goods.
- 10.3 Access to and use of the Database is at User's own risk. To the maximum extent permitted by law and without limiting clause 10.1:
  - (a) the Database is provided on an 'as is' basis and ISC does not warrant, guarantee or make any representations that the Database, its content, any websites linked to or from it or results generated from it will:
    - (i) meet User's needs;
    - (ii) be current, accurate, complete or reliable;

- (iii) be secure, free from errors, interruptions, viruses, worms, Trojan horses, bugs or similar components;

- (iv) not interfere with or damage User's computer systems;

- (v) not result in loss or corruption of data; or

- (vi) not infringe the intellectual property or other rights of third parties;

- (b) ISC is not liable to User for any damages, losses, costs or expenses arising out of or in connection with:

- (i) access to or use of the Database and any information or materials contained in it;

- (ii) the unauthorised use of User's username or password; or

- (iii) any other act or omission of ISC in connection with the Database;

- (c) in no event will ISC be liable to User (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage, or any loss of profit (whether direct or indirect), which may arise under this agreement; and

- (d) ISC's total liability to User under or in connection with this agreement is limited to \$100.

## 11. SUSPENSION AND TERMINATION OF ACCESS

- 11.1 User's access to the Database may at any time be:

- (a) suspended or restricted to allow for repairs and maintenance; or

- (b) suspended, restricted or terminated if there is any suspected misuse of the Database by User, as determined by ISC.

- 11.2 ISC may cease operating the Database and terminate this agreement at any time by providing at least 30 days' notice to User.

## 12. USE OF DATA

- 12.1 User acknowledges that ISC, its related bodies corporate and licensees may use data from the Database in depersonalised, aggregated form for industry related purposes.

## 13. AMENDMENT AND ASSIGNMENT

- 13.1 ISC may alter the terms of this agreement from time to time. User's continued use of the Database following those changes indicates its acceptance of those changes.

- 13.2 ISC may assign any of its rights or novate any of its rights or obligations under this agreement without the prior written consent of User.

## 14. GOVERNING LAW AND JURISDICTION

- 14.1 This agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

