

## **AUS-MEAT ON LINE TERMS**

Welcome to the AUS-MEAT members' online information service (Service). The Service is operated by AUS-MEAT Limited ABN 44 082 528 881 of Unit 1/333 Queensport Rd, North Murarrie, Queensland (Us, We or Our).

Your use of the Service is subject to these terms. They are important and should be read carefully by you. These terms apply from 01 July 2011 subject to any modification in accordance with these terms.

### **1. Access**

1.1 On receipt of confirmed membership or when you register directly online and have paid the prescribed fee, you will be provided with a unique login (your current email address). You must then select a password. You must choose a password that cannot be easily guessed by others. You must keep the password you select private and secure.

1.2 You must not reveal your login or password to any party, including any other individual, company or organisation, which includes any licensed Exporter, Accredited Enterprise or Establishment. You may be required to show your Company Profile details to an AUS-MEAT Agent if requested by the Agent.

1.3 You must notify Us immediately of any unauthorised use of your login or password. If your password is disclosed or vulnerable to disclosure (for example, written down and lost), you must notify Us. You can do so by calling Our office on 1800 621 903.

### **2. The Service**

We may modify the Service from time to time.

### **3. Restrictions**

3.1 You must not supply or make available, or permit to be supplied or made available, any content contained on the site to another person without Our prior written consent.

3.2 Unless expressly permitted to do so, you must not reproduce any content contained on the site without Our prior written consent.

3.3 Where you are expressly permitted to reproduce any content contained on the site, you must only use that content in accordance with the terms specified.

3.4 You must not reverse engineer any part of the site.

### **4. Disclaimer and acknowledgment**

4.1 We do not warrant that the Service will be uninterrupted, timely or error free.

4.2 While we have systems for updating and correcting the contents of the Service from time to time, the Service is provided for general guidance only and will not necessarily provide the most accurate or up to date information. We make no representation or warranty regarding the accuracy of information provided through the Service and you should not rely on the information obtained through the Service without independently verifying it first.

4.3 You accept that using the internet involves certain recognised risks (including the possibility of being exposed to viruses and other harmful components) and that, in accessing the Service, you assume those risks.

## 5. Intellectual property

Unless otherwise stated, We own or control the intellectual property (including the copyright) in the site and all the content on the site. Copyright information is detailed on the Industry Standards section of the site.

## 6. Privacy

6.1 We are committed to ensuring the privacy of any personal information We may collect about you.

6.2 We use the information collected about you from the site (either specifically or collectively) in order to answer your inquiries, provide you with additional services and improve the quality of the site and services offered to you.

6.3 In the course of providing you with these services, it may be necessary for Us to provide your personal information to other organisations. If you do not wish Us to do so, please let us know by sending an email to [ausmeat@ausmeat.com.au](mailto:ausmeat@ausmeat.com.au). However this may affect Our ability to provide services to you.

6.4 We will otherwise not disclose your personal information without your prior consent unless We are required by law to do so.

## 7. Guarantees, implied terms and liability

7.1 Except for statutory guarantees and terms and warranties which cannot by law be excluded, all statutory guarantees, implied terms and warranties are excluded, including any guarantees, terms or warranties regarding the accuracy or completeness of the contents of the Service.

7.2 To the extent that statutory guarantees, terms or warranties under the Competition and Consumer Act 2010 apply to services or goods supplied by Us, liability for any breach of them is limited to, at Our discretion:

(i) supplying the services or goods again; or

(ii) paying the cost of supplying the services or goods again.

7.3 You accept that your use of the Service is at your own risk. To the extent permitted by law, all Our liability, including for any indirect or consequential loss or damage (including loss of profits), and whether arising from negligence or in any other way, is excluded, including in connection with reliance on the contents of the Service.

## 8. Other links

The site may contain links to sites not operated by Us. We do not control those sites and are not responsible for their content. The inclusion of a link does not imply endorsement of any goods, services or content on the sites to which the site is linked. We will not be liable to you for:

- (i) any goods, services or content you are able to access or purchase through the site except where they are being supplied by Us; or
- (ii) any damage, loss, cost or expense arising from any transaction conducted by you through the site.

## 9. Termination

9.1 We may terminate your membership or your access to the Service by notice to you if you breach any of these terms or do not pay the annual subscription fee.

9.2 On termination of your membership or access to the Service, We will deactivate your login and password.

## 10. Modification

We reserve the right to modify these terms from time to time by posting the modified terms on the site. You should regularly refer to them on the site.

## 11. Governing law

This agreement is governed by and must be construed in accordance with the laws of the state of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

## 12. Definitions

Capitalised terms not defined in these terms have the meaning given to them in the National Accreditation Standards.