

# LIVEstock Systems Pty Ltd

## *LIVEstock Pricing App*

### Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE APPLICATION.

**These Terms of Use are effective from 9<sup>th</sup> July 2018.**

## 1 Acceptance of Terms

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- (a) This document sets out the terms and conditions (**Terms**) on which you (**you**) may access and use the 'LIVEstock Pricing App' (the **App**) and the website located at [www.livestockpricing.com.au](http://www.livestockpricing.com.au) (the **Website**) including in particular to upload and access pricing information about agricultural commodities.
- (b) These Terms apply in addition to any other terms and conditions to which you are subject in relation to the App, including:
  - (1) the **Website**; and
  - (2) any third party websites to which the App may be linked,(collectively, **Other Terms**). In the event of any inconsistency between these Terms and the Other Terms, these Terms will prevail to the extent of the inconsistency.
- (c) By accessing or using the App or the Website, you accept and agree to these Terms without any limitation or qualification. These Terms constitute a legally binding agreement between you and LIVEstock Systems Pty Ltd (ACN 623 699 838) of 5/508 Stirling Highway, Cottesloe, WA 6011 (**LS** or "**we**").
- (d) You warrant to LS that you have the authority to enter into these Terms.

## 2 Changes to the Terms

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- (a) You agree that LS may change and update the Terms from time to time and the most recent version of the Terms posted on the Website or available via the App will apply and bind you.
- (b) We recommend that you review the Terms regularly at the Website.

## 3 Using the App and the Website

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### 3.1 The App

- (a) The App provides information that has been obtained from external organisations and other registered users (Users) and Users can submit, comment on, and contribute Content.
- (b) All Content is subject to change without notice.

### 3.2 Entering information in the App

- (a) You can set up your profile for the App by submitting the required details in accordance with the visual and text prompts in the 'My Profile/My Account' section of the App or the Website, including:
  - (1) Your personal details;
  - (2) Your Property Identification Code (**PIC**);
  - (3) details of your devices which you require access to or control of using the App or the Website;(together, **Your Profile**).
- (b) Where you post, submit, upload, provide or otherwise upload (**Post**) any information, data files, written text, computer software, music, audio files or other sounds, photographs, graphics, videos or other images and materials (together "**Content**") by using the App, you acknowledge that your Content may be available to all Users of the App.
- (c) You are solely responsible for your conduct in connection with accessing the App or the Website.
- (d) You must not post any Content that is defamatory or malicious or infringes on any intellectual property right.
- (e) You warrant that you are authorised to post any Content posted by you to or using the App or the Website.
- (f) You represent and warrant that you own all of the Content that you post on or contribute using the App or the Website.
- (g) You must not post any Content that is illegal, misleading or deceptive, contains images of children, is obscene, offensive, indecent, depicts nudity, sexual activity or violence, is unsuitable for children or that prevents other users from enjoying the App including via the Website.
- (h) You must not post any Content that may infringe on any property rights of a third party without first obtaining the consent of that third party.
- (i) LS is not responsible for any Content posted by third parties or for any material on any third party sites linked via the App.

## 4 Privacy and use of data

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- (a) We may collect personal information including Your Profile and Content subject to clause 5.
- (b) We may collect, use and disclose your personal information to provide, administer, improve and personalise our products and services (including the App), identify you, protect our lawful interests and deal with your concerns. We may not be able to do these things without your personal information. For example, some functionality of the App may be limited.
- (c) We may exchange your personal information with our related bodies corporate and our service providers that assist us with archival, auditing, accounting, customer contact, legal, business consulting, banking, payment, delivery, data processing, data analysis, information broking, research, investigation, website or technology services.
- (d) Subject to this clause 4, we may also handle personal information as set out in the Privacy Policy which is available online or by contacting us. You have read the Privacy Policy and understand that it contains further details about our handling of personal information, and procedures regarding access and correction of personal information, and your privacy concerns.
- (e) If you provide personal information to Us (including by inputting it into the App) about any third party You must first ensure that they consent having regard to this clause 4 (as though extended to them) and the Privacy Policy (subject to this clause 4).

## 5 Your use of LS materials

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- (a) All rights in the App and content on the App and the Website, including without limitation copyright in the software and data comprising the App and LS trade marks, are owned or licensed by LS (**Our Materials**). As between you and LS, we own all rights in and to Our Materials and the App and the Website. You must not remove, alter or conceal any copyright, trade mark or other proprietary rights notice incorporated in or accompanying Our Material and You must not reproduce, modify, adapt, perform, display or otherwise exploit Our Materials other than as permitted in paragraph (c) below.
- (b) "LIVEstock Pricing" is a trade mark owned by Us in Australia.
- (c) We grant you a limited, non-exclusive, personal, royalty free licence to use our Materials to the extent that they are incorporated with your Content for the purposes of using the App's functionality.
- (d) You grant LS a non-exclusive licence to use all Content uploaded on the App or the Website.

## 6 LS Liability

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- (a) The App and the Website provide general information only.
- (b) LS prohibits conduct in breach of these Terms. You agree that LS is not responsible for the Content posted on the App or Website by other Users and that you use the App and the Website at your own risk.
- (c) LS does not warrant guarantee or make any representation:
  - (1) that your use of the App or the Website is legal;
  - (2) as to the performance of the App or the Website;
  - (3) that the App or the server that makes the App or Website available online are free of software viruses, trojans or any malicious code;
  - (4) that the App or the Website or any part of it will operate uninterrupted or are error-free;
  - (5) that errors and defects in the App or the Website will be corrected; or
  - (6) that the App or the Website will be updated.
- (d) LS has the right to monitor and moderate Content but is not responsible for the removal or deletion of any Content.
- (e) LS and its respective officers, employees, contractors and agents have no liability for any costs, losses or damages of any kind, which you or anyone else may incur, arising whether directly or indirectly in connection with your use of the App or the Website.
- (f) LS is not liable to you for:
  - (1) loss of any Content;
  - (2) errors or omissions in the App or the Website;
  - (3) delays to, interruptions of or cessation of the services provided in the App or the Website;
  - (4) defamatory, offensive or illegal conduct of any user of the App or the Website,
  - (5) whether caused through negligence of the App or the Website, its employees or contractors, or through any other cause.
- (g) You agree that you will bear the full cost of any necessary repair, correction and maintenance of any of your smartphone or computer software or hardware, which may be necessary as a consequence of you installing or using the App or the Website.

- (h) You agree to at all times indemnify and keep indemnified LS and its respective officers, employees, contractors and agents (each a "LS Officer") from and against any loss (including reasonable legal costs and expenses) or liability incurred by any LS Officer arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of any breach of these Terms by you, your use of the App or the Website or publication of or distribution of Content or information supplied by you.

## 7 Termination

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- (a) You may stop using the App or the Website at any time for any reason, without notice to Us.
- (b) We may terminate, disable, block or suspend Your access to the App or the Website:
  - (1) immediately, if you breach, or we suspect on reasonable grounds that you have breached, these Terms; or
  - (2) on 7 days' notice to you, at any other time for any other reason.
- (c) All provisions which by their nature survive termination, including clauses 4, 5, 9 and 10, will survive termination of these Terms.

## 8 Your Consumer Rights

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- (a) Nothing in these Terms is intended to exclude, restrict or modify rights which You may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (**Your Consumer Rights**). Your Consumer Rights include the right for services to be fit for their specified purpose and to be provided with care and skill. You can find out more about Your Consumer Rights from the Australian Competition and Consumer Commission.
- (b) Where You suffer any loss in connection with this App or the Website and You must take all reasonable steps to minimise your loss, including notifying Us without delay if there are steps We can take to help minimise Your loss.
- (c) Subject to Your Consumer Rights, we are not liable:
  - (1) for any loss that was not reasonably foreseeable to You and Us; and
  - (2) to the extent that Your loss was contributed to by You or any other matter outside Our reasonable control.

## 9 Links to third party websites

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The App or the Website may contain links to other websites or applications owned, operated or produced by third party organisations independent of Us (**Third Party Sites**). The links are provided for convenience only and We have not verified and do not sponsor, endorse or approve the operators of, or any materials on (including information, products or services), those Third Party Sites.

## 10 Third party tools

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Certain tools, devices, software programs or other features (**Tools**) available on or through the App or the Website may be provided by third parties. These Tools are provided as a convenience to you. These Tools are not operated by us and we are not responsible for examining or evaluating the content, availability, accuracy, adequacy,

timeliness, validity, copyright compliance, legality, decency, quality, completeness or any other aspect of these Tools.

## 11 General

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- (a) If any provision of these Terms is invalid under the law of any jurisdiction, that provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) These Terms are governed by the laws of Western Australia, Australia. The courts of Western Australia, Australia (and the courts of appeal from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these Terms.
- (c) If We fail to enforce any of Our rights under these Terms, that does not mean We waive those rights. If You fail to enforce any of Your rights under these Terms, that does not mean You waive those rights.
- (d) These Terms are personal to You and You may not assign or otherwise transfer any rights under these Terms without Our prior written consent. We may assign or otherwise transfer Our rights and obligations under these Terms as We require.
- (e) These Terms govern any upgrades provided by Us that replace and/or supplement the original App or the Website, unless such upgrade is accompanied by separate terms, in which case those terms will govern the upgrade.

**If You have any questions or complaints about the App or the Website, please contact Us on the details below:**

**Telephone number: 0427 279 988**

**Email address: [robert.kelly@livestockpricing.com.au](mailto:robert.kelly@livestockpricing.com.au)**