

# Angus Verified Terms & Conditions

By subscribing to Angus Verified, the Member agrees to the following Terms and Conditions. A material breach of these conditions may result in the cancellation of the members subscription to Angus Verified.

### 1. Introduction

i. Angus Verified validates Angus breed claims made based on validated and declared information provided by the Member about the parentage of purebred Angus animals.

## 2. Use of Information

- i. The Member authorises and grants permission for all animal details submitted to Angus Australia to be stored on the Angus Australia database for the purpose of inclusion in Angus Verified to be made available to any person/company who may own these animals throughout their lifetime.
- ii. The Member authorises and grants permission for their contact details and number of Angus Verified animals to be included in the Angus Verified Producer List, made available to Angus Australia verified brands for the purpose of making contact to purchase Angus Verified animals. This point is voided if the Member chooses not to include their details in the Angus Verified Producer List whilst setting up their Angus Verified account.
- iii. The Member authorises and grants permission for Angus Australia to use animal details submitted to Angus Australia for research and development initiatives being conducted by Angus Australia, or by a third-party research organisation, for the benefit of Angus Australia and its members. Angus Australia will negotiate the commercialisation of such research and development for the benefit of all members.

# 3. Submitting and Review of Details

- i. The person/company submitting details must be a Financial Member of Angus Australia and subscribed to Angus Verified
- ii. The Member warrants that all animal details submitted to Angus Australia are true and correct to the best of the Members knowledge.
- iii. The Member warrants that all animal recorded for verification in Angus Verified meet all requirements of the **Black Angus Cattle Assessment Guidelines**.
- iv. The Member warrants that all animals recorded for verification in Angus Verified were bred by the Member.
- v. The Member consents to Angus Australia performing remote and/or on-farm audits of all data submitted, of sires and breeders identified through Angus Verified and cattle submitted in the Angus Verified program.

# 4. Displaying Angus Verified Status

 The Member authorises and grants permission for Angus Australia to display their inclusion in Angus Verified against their individual member details in the Angus Australia database.

#### 5. Fees

i. The Member agrees to pay all fees charged by Angus Australia for Angus Verified subscription, recording of animals for verification and on-farm audits, if required.

## 6. Intellectual Property

- i. Angus Australia warrants that the Member retains all Intellectual Property rights of details provided to Angus Australia for inclusion in Angus Verified.
- ii. The Member irrevocably authorises and grants permission that a copy of the animal details submitted to Angus Australia remain on the Angus Australia database, and will be available to Angus Australia and its collaborating partners for research and commercialisation purposes, even if the Member elects to leave the Angus Verified program.
- iii. The Member warrants that Angus Australia retains all Intellectual Property rights in any output from the use of details submitted to Angus Verified.

## 7. Disclaimer

- i. Angus Australia collaborates with third-party service provider, Aglive Pty Ltd, for access to the Aglive App and Aglive Web Portal to submit details into Angus Verified. Angus Australia relies wholly upon details supplied by the Member. To that end Angus Australia, its officers, and employees, assume no responsibility for the accuracy of the information in Angus Verified.
- ii. Whilst every effort is made to ensure the accuracy of the information supplied, Angus Australia is not and cannot be held responsible for the accuracy and completeness of any information submitted by the Member.

# 8. Limitation of Liability

- i. The Member acknowledges and agrees that Angus Australia has not made any and hereby excludes all warranties, terms, conditions, or undertakings, whether express or implied, written, or oral, statutory, or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose in respect to the provision of Angus Verified.
- ii. Without limiting the generality of Clause 8.i, Angus Australia will not be liable for any consequential, special, indirect liability, loss, damage, cost, or expense (including, without limitation, any loss of profit, loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue of profits, economic loss of any kind and loss of goodwill) suffered by the Member in connection with the Terms and Conditions of Angus Verified.