

TERMS AND CONDITIONS FOR SERVICES

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY CLICKING A BOX AND MAKING PAYMENT FOR THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU INDICATE THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATE TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS 'YOU' AND 'YOUR' SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Purpose

- (a) This Agreement applies to orders for the Services offered by Us on this website www.melbourneinstitute.com
- (b) This will form a contract between You and Us.

2. Definitions

“Agreement” means these terms and conditions.

“Order Form” means an ordering document specifying the Services to be provided by Us to You upon completion of payment by You.

“Services” means the macroeconomic reports, and/or data subscriptions and/or single issue reports and data purchases that are ordered by You under an Order Form and made available either online by Us or emailed directly to You.

“Your Data” means electronic information submitted by You to purchase the Services.

3. Our responsibilities

We will:

- (a) make the Services available to You pursuant to this Agreement and the applicable Order Form;
- (b) email You your username and password upon completion of Your applicable Order Form (in the case of the purchase of any subscription Services);
- (c) use commercially reasonable efforts to make the online purchased Services available except for planned downtime of which We will give you notice and any unavailability caused by circumstances beyond Our reasonable control, including but not limited to an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem, internet service provider failure or delay; and
- (d) maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data.

4. Services purchase procedure

- (a) To purchase the Services, You need to register on this website <http://www.melbourneinstitute.com/miaesr/publications/indicators/infoforms.html>;
- (b) Proceed with completing the Order Form with Your required details;
- (c) You must pay either using a credit card or on the issue of a tax invoice for Your order. No Services will be dispatched by Us until payment of the Services have been made.

- (d) Once the Order Form has been registered, You will receive an order confirmation email. Your receiving of such an email will be deemed acceptance and the formation of a sale agreement between You and Us.

5. Use of Services

- (a) You will (i) be responsible for compliance with this Agreement; (ii) use commercially reasonable efforts to prevent unauthorised access to or use of the Services and notify Us promptly of an such unauthorised access or use; (iii) use the Services for internal research purposes only including but not limited to using the Services in Your client presentations; and (iv) use the Services only in accordance with applicable laws and regulations.
- (b) You will not (i) make any of the Services available to, use any Services for the benefit of, anyone other than You or Your users, (ii) sell, license, sublicense, distribute, rent or lease any Services without Our prior approval; or (iii) use the Services to transmit infringing, libellous, or otherwise unlawful or tortious materials or transmit material in violation of third-party privacy rights.
- (c) Any publications using the Services must cite Us as the source.

6. Fees

- a) You will pay all fees specified in the Order Form.
- b) Except as otherwise specified in an Order Form, (i) fees are based on Services purchased and not actual usage; and (ii) payment obligations are non-cancellable and fees paid are non-refundable.

7. Proprietary Rights

- (a) We reserve all of Our, title and interest in and for the Services, including all of Our related intellectual property rights. No rights are granted to You other than as expressly set forth in this Agreement.
- (b) We grant You a worldwide, limited term license, under Our applicable intellectual property rights and licenses, to use Services purchased by You, subject to this Agreement.
- (c) You grant Us a worldwide, limited-term license to use Your Data as necessary for Us to provide the Services in accordance with this Agreement.

8. Representations, Warranties and Liability

- a) Except as provided herein, We make no warranty of any kind, whether express, implied, statutory or otherwise and We specifically disclaim all implied warranties, including any implied warranty or merchantability, fitness for a particular purpose or non-infringement to the maximum extent permitted by applicable law. Services are provided "as is" exclusive of any warranty whatsoever.
- b) You will use the Services at Your own risk.
- c) Our liability in connection with this Agreement is limited to the amount of Fees paid by You.
- d) In no event shall either party have any liability to the other for any loss of profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

9. Term and Termination

- a) This Agreement commences on the date You first accept it and continues until all Services have expired or have been terminated.
- b) We may terminate this Agreement on reasonable notice at Our convenience or immediately if You breach this Agreement.

- c) Clauses 2, 3(d), 5, 7, 8 and 9(c) survives termination or expiration of this Agreement.

10. General and Governing law

- a) This Agreement shall be governed in all respect by the laws of the State of Victoria, Australia.
- b) This Agreement (including the Order Form) is the entire agreement between You and Us regarding Your use of the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- c) You acknowledge that We may amend these terms and conditions at our discretion by making new terms available on our website from time to time and those amended terms apply from the date they are made available and the continued use of the Services constitutes acceptance of the amended terms and conditions.

11. Contact Details

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