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## Conditions of use for access to Wine Export Data

1. This is a legal agreement between you ('you') and Wine Australia (ABN 89 636 749 924) ('Wine Australia' 'we', 'us')) setting out the terms and conditions ('Terms and Conditions') that govern your access to the wine export data ('Export Data').
2. You may be eligible to access the Export Data by way of the Wine Australia website or by a subscription. If Wine Australia grants you permission to access the Export Data you shall become an authorised user ("Authorised User"). These Terms and Conditions govern access and use by the Authorised User of the Export Data whether via the website or as a subscriber.
3. These Terms and Conditions constitute the entire "Agreement" between the parties.
4. Wine Australia shall release Export Data on quarterly basis. In the event Wine Australia elects, in its absolute discretion, to change the frequency upon which it releases Export Data, Wine Australia will notify Authorised Users in writing.
5. You are required to access and use the Export Data and any content accessed by or provided therein, in accordance with all applicable laws, rules and regulations and agree to accept Wine Australia's privacy policy, located at <https://www.wineaustralia.com/privacy>
6. Subject to the Terms and Conditions of this Agreement, Wine Australia shall grant an Authorised User a non-exclusive and non-transferable licence permitting them to use the Export Data for internal purposes.
7. An Authorised User may access the Export data through an account on the Wine Australia website or via an Excel file sent over email. The Authorised User shall have sole responsibility for all activities relating to such account and shall immediately inform Wine Australia of any unauthorised use of the account
8. Wine Australia may include links to third party websites ("Third Party Sites"). The Authorised User is responsible for evaluating whether to access or use a Third Party Site and agrees to be bound by any applicable terms found therein. Wine Australia does not screen, audit or endorse any Third Party Site. Wine Australia shall not assume any responsibility for the content, advertising, products or other materials ("Third Party Content") on Third Party Sites.
9. Prior to accessing the Export Data via the website or receiving an Excel file, the Authorised User will be invoiced for the full amount due. The Authorised User shall pay all invoices within thirty (30) days after the invoice is received. Payment obligations are non-cancellable and all fees paid by the Authorised User are non-refundable.
10. The Agreement shall commence on the date by which the Authorised User accepts these Terms and Conditions. Thereafter, the term of the Agreement shall be twelve (12) months which shall automatically renew for a further twelve (12) month term (the "Term") unless and until the Agreement is cancelled in writing by either party. The Authorised User or Wine Australia may terminate this Agreement by providing seven (7) days' notice to the other in writing.
11. Upon expiration or termination of the Agreement, the Authorised User's access rights and all other rights granted under this Agreement shall expire. Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination.
12. Subject to applicable law, the content on the website, except for content created by users and third parties if any, including without limitation, software, code, forms, text and other materials, trade marks, service marks or logos contained therein ("Marks"), are owned by or licensed to Wine Australia.
13. To the maximum extent permitted by applicable law, either party's total, aggregate liability arising out of or in connection with this Agreement shall in no event exceed the total amount of payments due by the Authorised User during the Term of this Agreement. To the maximum extent permitted by applicable law, in no event shall either party be liable for any, indirect, incidental, special, consequential or exemplary damages, however caused and under any theory of liability arising out of or in connection with this Agreement.

14. Except as provided herein, Wine Australia provides the website and Excel file "as is" without any warranty or condition of any kind, express or implied. Wine Australia does not guarantee uninterrupted, secure or error-free operation of the website or subscription link. Wine Australia makes no representation or warranty as to the accuracy, timeliness, quality, completeness, suitability or reliability of any information or data accessed on or through the website or subscription link. No information obtained from Wine Australia or through the website or subscription link, whether oral or written, shall create any warranty not expressly stated in this Agreement.
15. Wine Australia shall use commercially reasonable efforts to ensure that the Authorised User receives uninterrupted and continuing service throughout the Term of the Agreement.
16. Notwithstanding paragraph 17, Wine Australia may need to carry out routine maintenance or urgent maintenance or the access to the Export Data may become unavailable for reasons not within Wine Australia's control. In such case, Wine Australia shall use commercially reasonable efforts to inform the Customer of any downtime and restore the access to the Export Data as soon as reasonably practicable.
17. The Agreement will be governed by and interpreted in accordance with the laws of South Australia.
18. A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision.
19. Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld;