



Meat Messaging

- **Terms and Conditions**
- **Privacy Statement**

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Terms and Conditions – 3rd March 2021

1. Introductions

- 1.1 Welcome to the Meat Messaging system (www.meatmessaging.com and www.meatmessaging.info). As a condition of Your and your Organisation's use of all aspects of the Meat Messaging system (which includes the Meat Messaging app), You must agree to these Terms of Use.
- 1.2 In these Terms of Use, the terms "You" and "Your" as the Organisation's authorised representative, refer to as the "User" of the Meat Messaging system. By registering an Organisation and specific User accounts, uploading data, accessing data, or sending or receiving a message through the Meat Messaging system, the User, as the Organisation's authorised representative, your Organisation, agrees to be bound by these Terms and Conditions.
- 1.3 The Meat Messaging system is administered by AUS-MEAT with program management through a committee comprising industry representatives including AUS-MEAT, DAWE, AMPC, AMIC and MLA and may at its discretion update these Terms of Use. By continuing to use the Meat Messaging system, You, as an Organisation authorised representative, must accept the Terms of Use as they apply from time to time to continue your use of the Meat Messaging system. New terms of use will replace any previous Meat Messaging terms of use you have historically accepted.
- 1.4 The Meat Messaging system is utilised for the validation of supply chain data. Second and Third parties (such as product end-users, Importing Country Inspection Facilities and Government representatives) can access this information within the Meat Messaging system through publicly available keys, such as carton/ case/ pallet barcode numbers, consignment identification (e.g., Health certificate Numbers) and logistic unit identification (e.g., shipping container numbers).
- 1.5 The Meat Messaging system records and provides access to supply chain-related information for the strict purpose of supply chain traceability and verification of consignment related information. Meat Messaging does not require and strongly advises, not to include commercially sensitive data. All data that you upload or enter into the Meat Messaging system should already be either publicly available or supply chain available and can be accessed by second and third parties through a multitude of different sources.
- 1.6 The information contained in consignments and messages are defined as under the GS1 standards and guidelines, and as defined by exporting country and importing country commercial and regulatory requirements. More information on the information contained in consignments and messages is available on the technical documents on the GS1 website and the Meat Messaging website.

2. Your Obligations

- 2.1 As an Organisation's authorised representative, the User must:
 - 2.1.1 only use the Meat Messaging system for lawful purposes related to traceability and verification of consignment related information as required along the supply chain.
 - 2.1.2 Only use the Meat Messaging system in a manner that does not infringe commercial in confidence rights of the product owner or relevant third party related to a message or consignment third party.
 - 2.1.3 not attempt to undermine the security or integrity of the Meat Messaging system or the data contained by the Meat Messaging system.
 - 2.1.4 not attempt to gain unauthorised access to any materials other than those to which the User, as an Organisation representative, have been given express permission by Meat Messaging or by the sender or owner of a consignment.
 - 2.1.5 ensure that the User 'user code', password, access code, sender code or digital signature required to access or use the Meat Messaging system is kept secure and confidential at all times, and does not permit any other person to use Your user code, password, access code, sender code or digital signature. You must immediately notify Meat Messaging of any unauthorised use of the User 'user code', password, access code,

sender code or digital signature or any other breach of security and You must take all other actions that Meat Messaging reasonably deems necessary to maintain or enhance the security of the Meat Messaging system.

2.1.6 not use, or misuse the Meat Messaging system in any way which may disrupt or impair the functionality of the Meat Messaging system or other systems used by the Meat Messaging system.

2.2 The User, as an Organisation authorised representative must not transmit, or input via the Meat Messaging System, any:

2.2.1 harmful code;

2.2.2 unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene any law or which may harass or cause distress or inconvenience to any person;

2.2.3 Commercially sensitive information that the User and/ or the Organisation are not prepared to share along the supply chain as related to a consignment or for the purpose of traceability or consignment verification.

3. Terms of Use

3.1 To access the Meat Messaging system, the User is required to apply for an Organisation account and individual user accounts and be approved for use from Meat Messaging to use the Meat Messaging system. The User is responsible for maintaining the confidentiality of your Organisations or specific User accounts, user code, password, access code, sender code or digital signature information. Meat Messaging is not responsible for any unauthorised information or message uploaded or entered into the User or Organisation account.

3.2 The User is responsible for making sure your Organisation (such as and not limited to the business name, address and related details) and User details (such as and not limited to the User name, company user contact details) are correct and up to date in the User Meat Messaging account. If the User details change, the User should log in to the Meat Messaging system and maintain the relevant details. Should anomalies or errors be identified related to the Organisation account or individual User accounts, contact the Meat Messaging support team (info@meatmessaging.com).

3.3 The User understands that providing false or misleading information or documents (including forms) to the Meat Messaging system may contravene state and federal acts and regulations both within the exporting country (Australia) and the importing country.

3.4 The User as an authorised Organisation representative remains solely responsible for complying with all applicable state and federal acts and regulations both within the exporting country (Australia) and the importing country in connection to the User's use of the Meat Messaging system.

3.5 Acting on behalf of an organisation

3.5.1 To use the Meat Messaging system to access data, uploading data or entering relating to, or to carry out a supply chain transaction for, an organisation:

3.5.1.1 The User must currently be an authorised representative of the organisation to access that data or carry out that transaction on their behalf, and that appointment must not have been revoked; and

3.5.1.2 If that appointment is based on the User holding a certain position within that organisation, the User must currently hold that position.

4. Liabilities

4.1 Meat Messaging does not accept liability for the security, authenticity, integrity or confidentiality of any Meat Messaging held data, uploading of data or manually entering data relating to supply chain transactions, messages and other communications made through the Meat Messaging system.

4.2 The User and user's Organisation are solely responsible for the information uploaded to or entered into the Meat Messaging System (including but not limited to the accuracy of any such information or any results produced with it). Meat Messaging is not liable to the Organisation or any second or third party for any information, data or interpretation of data available through the Meat Messaging system and utilised by any

first, second or third party or for any error that such information, data or interpretation of data causes or contributes to.

- 4.3 Internet communications may be susceptible to interference or interception by malicious third parties. The Meat Messaging system by its nature has information and data uploaded by first, second and third parties and has limited control over the content of this information and data. Despite Meat Messaging applying levels of control and best efforts, Meat Messaging makes no warranties that the Meat Messaging system is free of infection by computer viruses or other unauthorised software, nor the corruption of the uploaded and entered data. Meat Messaging will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software) nor any corrupted or missing data.
- 4.4 Meat Messaging is not liable to the Organisation or any second or third party for any Loss and Indirect Loss arising out of the use of the Meat Messaging system through failure to supply, delay in supplying, or incorrectly supplying information, data or interpretation of data intended to be provided through the Meat Messaging system, or for the unavailability or failure in the functionality of the Meat Messaging system, even where this arises as a result of any act or omission of Meat Messaging (including, without limitation, negligent acts or omissions).
- 4.5 The User and user's Organisation are solely responsible for the information uploaded to or entered into any information fields on, the Meat Messaging system (including but not limited to the accuracy of any such information or any results produced with it). Meat Messaging is not liable to the Organisation for any information, data or interpretation of data provided by the Meat Messaging system and utilised by the Organisation, or for any error that such information, material or content causes or contributes to.
- 4.6 Meat Messaging excludes liability to the Organisation and all authorised Users for Indirect Losses arising in any way in connection with the Meat Messaging system or these terms of use.

5. When the User Access Can be Terminated

5.1 User access or your Organisation's access can be terminated when the User account activities attempt:

- 5.1.1 to participate in any illegal or fraudulent activity;
- 5.1.2 to cause disruption to the Meat Messaging System
- 5.1.3 in a way that infringes a person's rights or prevents them from using the Meat Messaging System
- 5.1.4 in any way that may harass, cause distress or inconvenience others;
 - 5.1.4.1 to record unlawful, defamatory, offensive or scandalous material; or
 - 5.1.4.2 to record material that breaks or encourages breaking the law

5.2 Additionally, Your Meat Messaging system account may be locked, suspended or terminated:

- 5.2.1 if you do not comply with your responsibilities
- 5.2.2 you do not comply with the Meat Messaging systems account terms and conditions
- 5.2.3 by us at any time and for any reason.

5.3 Closure of inactive accounts

- 5.3.1 In some cases, Meat Messaging may also close accounts that have not been used after a certain amount of time. We may also do so when your Meat Messaging system account has been permanently locked.
- 5.3.2 If the User or organisation's account has been closed and you wish to resume using the Meat Messaging system, you will need to email info@meatmessaging.com

6. Transfer of Data

- 6.1 The User and Organisation uploaded data and limited identifiers, may be transferred to - and maintained on - computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those from the Organisation's jurisdiction.
- 6.2 If you are located outside Australia and choose to provide information to Meat Messaging, please note that we transfer the uploaded data and limited identifiers, to Australia and process it there.

- 6.3 Meat Messaging will take all the necessary steps to ensure that User and Organisation data is treated securely and responsibly where necessary in accordance with applicable country Privacy Principles and laws.
- 6.4 Your consent to this Privacy Policy followed by your submission of such information represents User agreement to that transfer.
- 6.5 Meat Messaging will take all steps reasonably necessary to ensure that User and Organisation data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of your data and other personal information.
- 6.6 Longevity of data held by Meat Messaging. Data entered or uploaded to Meat Messaging will continue to be held within Meat Messaging on an ongoing basis, independent of termination of this Subscription Agreement.
- 6.7 The Users are to ensure that no uploaded or enter data including associated limited identifiers and metadata information breaches the associated countries Privacy principles and laws related to the transfer of data.

7. Indemnity

- 7.1 The User will be responsible for (and the User indemnifies Meat Messaging against) any loss or damage to any person, first party, second party or a third party arising from any one of the following:
 - 7.1.1 Any breach by the User of these Terms and Conditions;
 - 7.1.2 Any wilful, negligent or unlawful act or omission by the User in relation to, or in the course of using this Meat Messaging system.

8. Tracking & Cookies Data

- 8.1 Meat Messaging use cookies and similar tracking technologies to track the activity on the Meat Messaging system functions and Meat Messaging hold certain information.
- 8.2 Cookies are files with a small amount of data that may include an anonymous unique identifier. Cookies are sent to the User browser from a website and stored on the Users device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse of the Meat Messaging system.
- 8.3 The User can instruct their browser to refuse all cookies or to indicate when a cookie is being sent. However, if the User does not accept cookies, the User may not be able to use some portions of the Meat Messaging system.

Examples of Cookies we use:

- Session Cookies. The Meat Messaging system uses Session Cookies to operate the Meat Messaging system.
- Preference Cookies. The Meat Messaging system uses Preference Cookies to remember the Users preferences and various settings.
- Security Cookies. The Meat Messaging system uses Security Cookies for security purposes.

Privacy Statement – 30th September 2021

1. General

- 1.1 This privacy policy outlines the personal information handling practices of MEAT MESSAGING (ABN 55 065 153 540) (“our”, “us” or “we”) (“businesses”).
- 1.2 We respect the privacy of your personal information. The Privacy Act 1988 (Cth) (Privacy Act), Australian Privacy Principles and registered privacy codes govern how we must manage your personal information as we are an Australian based system. This policy sets out how we collect, use, disclose and otherwise manage your personal information even if you are located outside of Australia.

2. Personal Information that you Provide Voluntarily

- 2.1 Meat Messaging use cookies and similar tracking technologies to track the activity on the Meat Messaging system functions and Meat Messaging hold certain information.
- 2.2 If we deal with you as a current or prospective customer or client, we may collect personal information from you to provide any of our services and products to you. We do not collect personal information unless it is reasonably necessary for, or directly related to, one or more of the services or products we provide or functions we carry out.
 - a) Name;
 - b) Company Name
 - c) Establishment Number
 - d) Company Address
 - e) Global Location Number
 - f) GTIN of one of your carton barcodes
 - g) Telephone numbers
 - h) Your occupation
 - i) Email Address
- 2.3 If you choose not to provide us with your personal information, you may not be able to enjoy certain components of our Services.
- 2.4 **Information from and about you.** The types of information we collect will depend upon the services you use, how you use them and what you choose to provide. The types of data we collect directly from you as a minimum is your name and email address. You may have to include more information if asked to by the company you are working for, however, this is up to their discretion.
- 2.5 Depending on the services you use and if you are associated/work under a specific person or organisation who has given you certain permissions, your personal; information may be subject to third parties.
- 2.6 All data that you upload or enter into the Meat Messaging system should already be either publicly available or supply chain available and can be accessed by second and third parties through a multitude of different sources.

3. Sensitive Information

- 3.1 We **STRONGLY** suggest that you do not upload any sensitive information about yourself or your organisation to the Meat Messaging system.
- 3.2 We only give information that is already publicly or supply chain available to third parties. We are not liable for any sensitive information that you upload to the Meat Messaging system.
- 3.3 If by some chance you do upload any sensitive information to the Meat Messaging system, you need to contact us immediately on +617 3073 9234 or at info@meatmessaging.com so we can amend this for you

4. Collection of your Information

- 4.1 You may provide us with personal, company and product information that we need to use to provide you and your clients with our services. The main way we collect information is when you give it to us, for example when you complete a form, consignment, application, scan a barcode or contact us to ask for information.
- 4.2 We collect, hold, use to carry out our business functions or activities to facilitate information to third parties by the person/persons operating the business or company. We act as an intermediary between organisations and do not include or distort any information inserted into the Meat Messaging system. The functions or activities include:
- a) Sending eMTC's
 - b) Sending consignment related information
 - c) Searching your company to see whether your products use the GS1 approved barcodes
 - d) Sending META data
- 4.3 To perform the functions and/or activities prescribed by the person/persons such as consignments and reporting, we will disclose information to any of the persons or organisations described below:
- a) Exporting Country Export Establishments
 - b) Exporting Country Non-Packer Exporters
 - c) Exporting Country Cold Storage and Logistics Organisations
 - d) Exporting Country Government Authorised Agencies
 - e) Freight Forwarders
 - f) Shipping and Air Lines
 - g) Importing Country Inspection Establishments
 - h) Importing Country Cold Storage and Logistics Organisations
 - i) Importing Country Meat Importers
 - j) Importing Country Value Adding and Further Processing Organisations
 - k) Importing Country End Users
 - l) Importing Country Meat Buyers
 - m) Importing Country Government authorised agencies
- 4.4 We store your personal information in electronic form. The security of your personal information is important to us. We take reasonable measures to ensure that your personal information is stored safely to protect it from misuse, loss, unauthorised access, modification or disclosure, including electronic and physical security measures.
- 4.5 If you access a social media page operated by us, the information we collect about you may also include your user ID and/or user name associated with that social media service, any information or content you have permitted the third-party social media service to share with us, such as your profile picture, email address, followers or friends lists, and any information you have disclosed in connection with that social media service.
- 4.6 We will collect information from you electronically, for instance through internet browsing, mobile or tablet applications. Each time you visit our website, we collect information about your use of the website. We may use a technology called 'cookies' when you visit our site. Cookies can record information about your visit to our site. The cookies we send to your computer cannot read your hard drive, obtain any information from your browser or command your computer to perform any action. They are designed so that they cannot be sent to another site or be retrieved by any non-Meat-Messaging site.
- 4.7 We will not keep your personal information longer than necessary for the purpose for which it was collected. We will securely destroy or erase personal information from our systems when it is no longer required to accomplish the purpose for which it was collected. We also will endeavour to ensure the deletion and destruction of personal information stored and maintained by third parties. We may, however, retain some personal information to comply with applicable laws, regulations, rules and court orders.
- 4.8 Notwithstanding our efforts, the Internet has inherent security risks. We cannot promise, and you should not expect, that your personal information, personal searches, and other communications will always remain secure.

You should take care with regards to how you handle and disclose your personal information or any username or password or any other communications that you are required to use to access all of our Collection Places.

5. Access to Your Personal Information

- 5.1 You can request, at any time, for us to inform you of the personal information we hold about you. We usually respond to you within seven days of receiving your request.
- 5.2 We may refuse to give you access to the personal information we hold about you if we reasonably believe that giving access would pose a serious threat to the life, health or safety of an individual, would have an unreasonable impact on the privacy of other individuals, or if we consider the request to be frivolous or vexatious.
- 5.3 If any of the information we hold about you is inaccurate, out of date, incomplete or irrelevant,
- 5.4 please contact us.
- 5.5 If you wish to access or correct any of the personal information, we hold about you, please contact us on 617 3073 9234 or at info@meatmessaging.com

6. Complaints

- 6.1 Should you wish to make a complaint about the management of your personal information, please contact us on 617 3073 9234 or at info@meatmessaging.com
- 6.2 We will make a record of your complaint and take steps to correct any deviation from Australian Privacy Principals
- 6.3 We will acknowledge your complaint within seven days. We will provide you with a decision on your complaint within 30 days.
- 6.4 If you are dissatisfied with the response of our complaints officer you may make a complaint to:
 - a) the Privacy Commissioner which can be contacted on either www.oaic.gov.au or 1300 363 992

7. How We May Change This Statement.

- 7.1 We may amend or update this Policy at any time. Any changes to our Privacy Policy will be publicised on our website. This privacy policy came into existence on the 30th of September 2021.

8. Tracking and Cookies Data

- 8.1 For more information about any issue raised in this Privacy Policy or any other concerns, please contact us:
Email: info@meatmessaging.com
Post: Privacy Officer
c/o MEAT MESSAGING
177 BENNETTS ROAD
NORMAN PARK QLD 4170
- 8.2 For more information about privacy in general, you can visit the Australian Information Commissioner's website at www.oaic.gov.au.