

# STANDARD TERMS AND CONDITIONS

## 1. INTRODUCTION

This document sets out the terms and conditions of the use by User of the Roy Morgan data.

## 2. DEFINITIONS

**'Roy Morgan'** means Roy Morgan Research Ltd (ABN 91 007 092 944).

**'Roy Morgan data'** means ASTEROID software and all or any part of databases and attached software of Roy Morgan, reports, tabulations or findings.

**'User'** means any person who downloads, installs, copies or uses Roy Morgan data from this website.

## 3. USER TERMS

**3.1** The terms and conditions relating to the use of Roy Morgan data are set out in these terms and conditions.

**3.2** The User acknowledges and agrees Roy Morgan may make changes to these terms and conditions from time to time. When these changes are made, Roy Morgan will make a new copy of the Standard Terms and Conditions available at <http://www.roymorgan.com/products/asteroid/download>.

**3.3** User acknowledges and agrees that if Roy Morgan data is downloaded, installed, copied or used after the date on which these terms and conditions have changed, Roy Morgan will treat the User's installation, copying, or continued use as acceptance of the updated terms and conditions.

**3.4** If any future changes to these terms and conditions are unacceptable to the User or cause the User to no longer be in compliance with these terms and conditions, the User should stop using the Roy Morgan data immediately and irretrievably erase, delete, or destroy all copies of the Roy Morgan data in the User's possession or control.

**3.5** Roy Morgan may modify, suspend, or discontinue the Roy Morgan data at any time without notice or liability.

**3.6** Roy Morgan may terminate User's access to Roy Morgan data at any time for any reason or no reason.

**3.7** By downloading, installing, copying or using Roy Morgan data, the User agrees that Roy Morgan may collect, maintain, process and use diagnostic, technical, usage and related information, information about User's computer, system and application software, and peripherals, that is gathered periodically to provide and improve Roy Morgan's products and services, facilitate the provision of software updates, product support, and to verify compliance with these terms and conditions.

- 3.8** At all times collected User information will be treated in accordance with Roy Morgan's Privacy Policy, which is incorporated by reference into these Standard Terms and Conditions and can be viewed at: <http://www.roymorgan.com/legal/privacy>.

#### **4. COPYRIGHT**

- 4.1** The Roy Morgan data, the findings, and the relationships in the data, the research techniques and methods, or applications of them (including ASTEROID software), is copyright to and remains the property of Roy Morgan
- 4.2** User acknowledges and agrees that Roy Morgan has all right, title, and interest in and to the Roy Morgan data, including any intellectual property rights therein. The structure, organization, and code of the Roy Morgan data are valuable trade secrets and confidential information of Roy Morgan.
- 4.3** The Roy Morgan data is protected by the copyright laws of Australia, international treaties and conventions, and other laws. User has no intellectual property rights in the Roy Morgan data.

#### **5. ACCURACY**

- 5.1** The User acknowledges and agrees that the research data are estimates derived from sample surveys carried out in accordance with accepted market research methods and as such are subject to the limitations of such methods.
- 5.2** Roy Morgan will use its best and all reasonable endeavours to ensure the accuracy of research data but does not warrant or represent the accuracy of any item.

#### **6. INDEMNITY**

- 6.1** The User indemnifies and agrees to keep Roy Morgan indemnified against any claim, proceeding, or action of whatsoever kind arising from or connected with use of the Roy Morgan data or violation of these terms and conditions.
- 6.2** Roy Morgan reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which User is required to indemnify Roy Morgan, and User agrees to cooperate with Roy Morgan's defence of any such claims.
- 6.3** The User will not hold Roy Morgan liable for any error in the interpretation placed upon the results by the User or for any loss (direct or indirect) arising from the User's or any third party's use of them.