

MEDEE DATA TERMS OF SERVICE (AUSTRALIA)

Effective Date: [Insert Date]

These Medee Data Terms of Service ("Terms") govern your access to and use of data, content, and information made available on or through **medee.com.au** (the "Website"), operated by **Medee Pty Ltd** ("Medee", "we", "us", or "our"). These Terms are governed by the laws of the Commonwealth of Australia and applicable State and Territory laws.

By accessing or using the Website, you acknowledge and agree that you have read, understood, and agree to be bound by these Terms, the Medee Platform Terms, Privacy Policy, and all applicable Australian financial services laws and regulations.

1. INTRODUCTION AND SCOPE

Content on the Website is owned by or licensed to Medee and is protected by Australian and international intellectual property laws, including the *Copyright Act 1968 (Cth)*.

The Website provides access to market-related data and information, including but not limited to trading data, prices, volumes, market descriptions, settlement values, indices, probabilities, order book information, and related materials (collectively, the "**Medee Data**").

Medee Data is generated and/or compiled using proprietary methodologies, judgment, and technical processes developed through significant investment of time, expertise, and resources. All rights, title, and interest in and to the Medee Data are expressly reserved.

Nothing in these Terms grants you any licence or right to use Medee Data except as expressly permitted below.

2. REGULATORY CONTEXT

Medee operates a regulated trading and market platform subject to Australian law, including but not limited to:

- *Corporations Act 2001 (Cth)*
- Australian Securities and Investments Commission (ASIC) regulatory instruments and guidance
- Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*)
- Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)

Medee Data is provided for informational purposes only and does not constitute financial product advice, general advice, personal advice, or a recommendation under Australian law.

3. PERMITTED USES

Subject to these Terms, you may:

- Access and view Medee Data solely in the form presented on the Website;
- Use Medee Data for your **personal, private, and non-commercial purposes only**;
- Use Medee Data at your own risk.

Non-commercial use does not include, without Medee's prior written consent:

1. Use of Medee Data in the development, training, testing, or operation of any software, algorithmic system, artificial intelligence model, or machine learning system;
2. Providing archived, cached, mirrored, or stored Medee Data to any third party;
3. Use of Medee Data in connection with any business, professional, institutional, or revenue-generating activity.

All Medee Data is provided "**as is**" and should be treated as indicative only. Medee Data must not be relied upon as a substitute for official trading feeds, confirmations, or records provided through authorised channels.

4. PROHIBITED USES

Unless expressly authorised in writing by Medee, you must not, directly or indirectly:

- Sell, license, sublicense, rent, lease, assign, distribute, disclose, or commercially exploit any Medee Data;
- Copy, reproduce, download (except for transient viewing), modify, adapt, translate, edit, manipulate, or create derivative works from Medee Data;
- Scrape, crawl, harvest, extract, index, or compile Medee Data, whether manually or using automated tools;
- Use Medee Data to create, issue, price, settle, support, or develop any financial instruments, derivatives, prediction markets, indices, benchmarks, contracts, or financial products;
- Use Medee Data in portfolio management, valuation, risk management, analytics, advisory, or decision-support services;
- Reverse engineer, decompile, disassemble, or analyse Medee Data or underlying methodologies;
- Interfere with or manipulate the Website, its functionality, or any user experience;
- Use bots, scripts, spiders, crawlers, browser plug-ins, APIs (unless expressly authorised), or similar technologies to access or analyse the Website;
- Remove, obscure, or alter any proprietary notices or attribution.

Artificial Intelligence and Machine Learning Prohibition

To the maximum extent permitted by Australian law, **any use of Medee Data (including metadata) for artificial intelligence or machine learning purposes is strictly prohibited**, including but not limited to:

- Training, fine-tuning, or developing AI or ML models;
 - Generating derived data, synthetic data, predictions, or outputs;
 - Integrating Medee Data into AI-powered tools, products, or services.
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5. OWNERSHIP AND INTELLECTUAL PROPERTY

You acknowledge and agree that:

1. Medee Data constitutes confidential, proprietary, and valuable intellectual property of Medee and/or its licensors;
2. You acquire **no ownership, licence, or proprietary rights** in Medee Data;
3. All rights, title, and interest in Medee Data remain exclusively with Medee and its licensors;
4. You must not challenge, contest, or assist others to challenge Medee's ownership or rights in the Medee Data.

All goodwill arising from your use of Medee Data accrues solely to Medee.

6. DISCLAIMER AND LIMITATION OF LIABILITY

To the fullest extent permitted by Australian law:

- Medee makes no representations or warranties regarding the accuracy, completeness, reliability, timeliness, or suitability of Medee Data;
- Medee Data may be delayed, incorrect, incomplete, or subject to change without notice;
- Medee does not warrant uninterrupted or error-free access to the Website.

Medee is not liable for:

- Any loss, damage, or expense arising from reliance on Medee Data;
- Technical failures, system outages, network interruptions, or data corruption;
- Any indirect, incidental, special, or consequential loss, including loss of profit, revenue, opportunity, or data.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot be excluded under the *Australian Consumer Law*.

7. MONITORING AND ENFORCEMENT

Your use of the Website may be monitored for compliance, security, regulatory, and operational purposes. Any misuse of Medee Data may result in suspension or termination of access, legal action, and reporting to regulators where required by law.

8. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of the Commonwealth of Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Australia and the State or Territory in which Medee is registered.

9. CONTACT

For permissions, licensing enquiries, or legal questions regarding these Terms, contact:

Legal Department

Medee Pty Ltd

Website: <https://www.medee.com.au>

This document is intended to align with Australian financial market and data protection standards and should be read in conjunction with Medee's Platform Terms and Privacy Policy.