

NGR & myNGR WEBSITE GENERAL TERMS OF USE

1. TERMINOLOGY

In these Terms:

- (a) you and your means you personally, your business entity and officers, employees and agents of your business entity;
- (b) we, us, our and NGR is a reference to National Grower Register Pty Ltd A.C.N. 095 857 266;
- (c) words or phrases used or defined in the Grower and User Terms, Grower Dictionary, the Data Subscriber Terms and our Privacy Policy have the same or corresponding meaning in these Website General Terms of Use.

2. INTRODUCTION

- 2.1 These Terms apply to use of any Services provided by us including the use of our Websites www.ngr.com.au (Website).
- 2.2 Services specified are only available to registered Growers, their Users, registered Data Subscribers and Authorised Representatives.
- 2.3 You must strictly comply with all instructions and guidance we advise to you and also with all laws relevant to your access and use of our Services.
- 2.4 You must promptly provide us with any information we request in respect to your access to or use of our Services.
- 2.5 You acknowledge and agree that further terms that relate to specific Services for a Data Subscriber or an Authorised User and their Authorised Representative, and a Grower and User comprise part of these Terms.
- 2.6 Access to and use of our Services is subject to you complying with the current version (as notified to you) of:
 - (a) These Website General Terms of Use;
 - (b) Grower and User Terms;
 - (c) Data Subscriber Terms; and
 - (d) Privacy Policy.
- 2.7 Without limiting any other provision of these other Terms, you agree to use our Services only in accordance with our Terms as they may apply to you from time to time.

3. ACCEPTANCE OF TERMS

- 3.1 By using our Services you agree to be bound by these Terms and acknowledge that you have read and understood these Terms.

- 3.2 If you do not accept these Terms, you must immediately leave our Website, and otherwise refrain from using our Services.
- 3.3 Our Services are only available to individuals who can form legally binding contracts under any applicable law.
- 3.4 If you cannot enter into a legally binding contract, you must immediately leave our website and otherwise refrain from using our Services.
- 3.5 We may refuse access to our Website or myNGR or use of our Services to anyone at any time at our sole discretion.
- 3.6 We may vary these Terms at any time by publishing updated Terms on our Website.
- 3.7 You agree that any such updated Terms will apply from the time you accept them.
- 3.8 If you do not accept our updated Terms, you must refrain from using our Services.
- 3.9 Your continued use of our Services after we publish updated Terms constitutes your acceptance to be bound by the updated Terms.

4. INFORMATION

- 4.1 There are multiple ways in which you can conduct your dealings with us (eg via our Website, by telephone and through our Customer Support centre). You should use the Access Method that best suits your needs and ensure you are aware of your obligations when dealing with us, including our Terms.
- 4.2 Any information provided by us to you, or by you to us or any information obtained from you (either directly or indirectly) as a result of or in connection with your use of the Website, my eDOCS or the Register (Information) (referred to as "our Services") may be utilised by us in the provision of our Services to you.
- 4.3 In addition, we may collect personal information from you for the purposes of providing information to you, marketing purposes, our internal business purposes and any other specific purposes as per our other Terms or advised to you from time to time.
- 4.4 The information may be used by us and our related companies and may be disclosed to our consultants or advisors.
- 4.5 Any disclosure of personal information will be governed by both the *Privacy Act 1988* (Cth) and our Privacy Policy.
- 4.6 You may access our Privacy Policy on our Website.
- 4.7 This information is provided from Australia and may not be available, appropriate or lawful in other jurisdictions.

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- 4.8 You must take reasonable steps to ensure that all information used to access our Services, such as your User Name, Password and Security Questions and Answers, remains secret, and you must not disclose them to any third party.
- 4.9 You must also ensure that the Information you provide to us is complete, accurate and up-to-date at all times, and you must promptly notify us of any changes to this information.
- 4.10 You must ensure that you maintain appropriate safeguards of your data and maintain your own computer and network security – including firewalls, identification codes and encryption keys and passwords to control access. We are not responsible for unauthorised access to or modification of your Details if you fail to take reasonable steps such as having separate identification codes, separate Access Methods to confirm your identity.
- 4.11 You are solely responsible for ensuring that your information is utilised only by the Data Subscribers, their Authorised Users and to Growers and Users to whom it is assigned, or you nominate it is to be provided or who may access the Information.
- 4.12 While we endeavour to ensure all information is accurate, complete, up-to-date, reliable and error free within the Website, myNGR and the Register, you acknowledge that this may not always be the case and we do not represent or warrant that this will be the case.
- 4.13 Subject to any responsibilities implied by law and which cannot be excluded, we do not accept any responsibility for any loss, claim or other liability that may arise from the unauthorised use of your information.
- 4.14 Subject to any responsibilities implied by law and which cannot be excluded, we accept no liability for any use of the information or your reliance placed on it. Any use of the information is entirely at your own risk and you acknowledge and agree that it is your responsibility to verify any information on the Website on myNGR or the Register and otherwise seek your own independent advice. You are solely responsible for all use made of your information and any consequences that may arise from such use.

5. INTELLECTUAL PROPERTY

- 5.1 We own or licence the copyright and all other proprietary rights in our Website, myNGR and the Register.
- 5.2 You may not, without our permission, reproduce, display, store, print, publish, distribute, commercialise, perform, adapt or create derivative words from any information other than as permitted by law or as required for your effective use of our Services.

- 5.3 We may grant you a personal, limited, non-exclusive and non-transferable licence to access and use our Services only as permitted by us.

- 5.4 If you submit material to us, you grant us a non-exclusive, royalty free and fully sub-licensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative words from distribute, copy and display that material in accordance with these Terms and our other terms.

6. AVAILABILITY

- 6.1 You acknowledge and agree that:
- (a) our Services may be accessed and used by you via the internet or other communication networks which are not operated by us and which may be affected by factors outside of our control;
 - (b) accessing our Services may involve charges and Usage Fees; and
 - (c) our Services may not be operated on a continuous basis and may be terminated or restricted by us for any reason at any time.
- 6.2 Our Website, myNGR and the Register may be upgraded and its features, functionality and other characteristics may change from time to time. We will endeavour to provide you reasonable notice in writing of any changes.
- 6.3 You must provide everything that you need to access and use our Services. We will not be liable for and we do not accept any liability in respect of any loss or damage you may suffer as a result of any restrictive use, difficulty or inability to download or access our Services.
- 6.4 You must take all reasonable action to ensure that your access to and use of our Services (including any information or material you submit to us) will not disrupt or adversely affect our Services or our operations.
- 6.5 You must immediately notify us if you know or suspect that access to or use of our Services is unauthorised or a breach of our Terms has occurred.

7. TERMINATION

- 7.1 We may terminate your entitlement to use our Services in accordance with our Terms. Upon termination you must cease use of all of our Services. We may terminate our agreement with you on 30 days' notice in writing.
- 7.2 You may decide to cease using our Services at any time. You may terminate your agreement with NGR on 30 days' notice in writing.

8. DISCLAIMER

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- 8.1 To the extent permitted by law, we exclude all liability for any loss or damage of whatever kind (including consequential or incidental damage) and however arising (including due to negligence) that you may suffer, directly or indirectly in connection with use of or reliance on our Services or information provided by us.
- 8.2 Any warranties, guarantees, representations or other assurances implied or imposed by law or statute are expressly excluded to the extent permitted by law.
- 8.3 Our Services and all third party products are made available to you on an 'as is, where is' basis. To the extent permitted by law, we disclaim all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose.
- 8.4 Other than liability that we cannot exclude or limit by law, our liability to you in connection with our Services or these Terms, in contract, statute, tort (including negligence) or otherwise, is limited as follows:
- (a) in the case of Services supplied or offered by us, the supply of the Services again or the payment of the cost of having the Services supplied again; or
 - (b) in the case of goods supplied or offered by us, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.
- 8.5 We have no liability arising from your use of our Services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense. You also agree that under no circumstances will we be liable to you relating to the misuse of the Register, myNGR or your information by any third party whether directly or indirectly including access by a third party by way of cyber event or cyber attack.
- 8.6 You agree to indemnify and hold us harmless from any loss, damage, expense or claim that we may incur due to your use of our Services, any information provided by us and any breach by you of our Terms.
- 8.7 You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of or in connection with a third party claim against us

relating to your use of our Services (except as far as we are at fault).

9. APPLICABLE LAWS

- 9.1 The laws of Queensland, Australia apply to these Terms. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland with regard to any claim or dispute with us.

10. SEVERANCE

- 10.1 If any part of these Terms is invalid or unenforceable, that part will be severed and not apply but the remainder of these Terms shall apply and continue to operate.