

GROWER & USER TERMS

Before you start using our Services, we do need you to read through and accept these Terms. These are your legal rights and Obligations, so please do read everything. If you use our Services then you agree to our Terms.

1. A reference to "you" and "your" is reference to a User personally and to the Grower for whom you are authorised to act as a User.
2. A reference to "We" "us" "our" and "NGR" is a reference to National Grower Register Pty Ltd.
3. The word "person" includes an individual, a corporation, a partnership, trust or other entity whether incorporated or not.
4. Also, some of the words we use are defined words and are set out in our dictionary.
5. Our Services consist of all the Services we provide now or in the future, including our online Services.
6. You must register with us to use our Services. If you are a Prescribed Person, we may refuse to register you or allow you to use our Services.
7. To register, you must provide to us information as required by us from time to time, including Proof of Identity Information.
8. You agree you have been informed of the purpose for which that information is sought and will be used by us to properly identify a person, and that:
 - (a) the information will be subject to an Information Match Request in relation to the relevant Official Record Holder Information; and
 - (b) the Information Match Request, the Information Match Result and other Information Match Data and our access to and use of the Document Verification Service may involve the use of third party systems and services.
9. When you register as a User with us, you have the right to use our Services until that right is terminated by either of us or your Grower Account is deregistered at your request or if your Account becomes an Inactive Account. In addition, your Access Method may be revoked to protect the integrity of our systems and all Confidential Information (privacy or data breaches), or for unremedied breach of these Terms. We will provide you with written notice of the termination and the reason for it. Except in the case of a privacy or data breach, if you breach these Terms and the breach is capable of remedy, we will give you a reasonable opportunity to remedy that breach before terminating these Terms.
10. Once registered, you may register a Payee for a Grower and operate and maintain a Grower Account for the entity for whom you have Authority to act. In doing so, you must use our Services only in accordance with our requirements.
11. If a Payee is a Trust or acting for and on behalf of or in the capacity of trustee of any Trust ("Trust"), the following will apply:
 - (a) NGR may request the trustee of the Trust and a director of the company trustee to be registered as a User and require the beneficial owners of the Trust to confirm in writing the person registering the Payee on behalf of the Trust has authorisation:
 - (b) to act on behalf of the Trust and register the Payee on the Register and myNGR by completing the Payee registration process;
 - (c) the person registering the Payee on behalf of the Trust must confirm they have Authorisation to act on behalf of the Trust and to register the Payee on the Register and myNGR by completing the Payee registration process;
 - (d) the Users registered for the Payee must nominate and/or confirm the Primary User, Primary Contact and NGR Card Recipient of the Payee (who may be a trustee, beneficial owner or a person authorised to act on behalf of the Payee) and must specify the Required Approvals for the Payee;
 - (e) you agree to provide to us an original certified copy of the trust deed or extract from the trust deed depicting the trustee, the settlor, the primary beneficiary and the appointor or principal of the Trust;
 - (f) you agree to provide to us a letter from your accountant or lawyer confirming the details of the Trust, which details must precisely match the information contained in the original certified copy trust deed or original certified copy extract of the Trust deed provided to us;
 - (g) you agree the Primary User is the person who has legal Authority to act as the trustee of the Trust and legally bind the Trust;
 - (h) the Primary User and each of the Users for and on behalf of the Trust agree to be bound by these Terms and Privacy Policy;
 - (i) each User and each Primary User must provide Primary Identification Documents and Secondary Identification Documents or such other information as may be required by us from time to time;
 - (j) these Terms extend to all rights of indemnity which a trustee has against the Trust;
 - (k) you warrant that the trustee has the power and authority to enter into these Terms and the trustee must not release any right of indemnity or commit any breach of trust or be a party to any other action which might prejudice a right of indemnity; and
 - (l) you must notify us in writing of a change of trustee of the Trust.
12. In respect of a Partnership or Sharefarming arrangement:
 - (a) each person in the Partnership or Sharefarming arrangement must be registered as a Payee to use myNGR and each User of the Payee must be registered with us to use myNGR.
 - (b) NGR may request each Partner in the Partnership, or a director or trustee of a trust who is a member of a Partnership, to be registered as a User and provide information required by us from time to time.

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- (c) the Payees in respect of a Partnership or Sharefarming arrangement must in accordance with their Required Approvals nominate a Primary Payee and a Primary User in respect of their associated NGR Card.
 - (d) the Primary User of the nominated Primary Payee must:
 - (i) be registered as a User with myNGR;
 - (ii) act in accordance with the Required Approvals of the Grower; and
 - (iii) acknowledge that their User Contact Details may be the sole User Contact Details provided to Data Subscribers.
 - (e) the number of Payees in the Sharefarming arrangement must equate to the number of Required Approvals for the NGR Card and must equal one hundred percent.
13. As a User, you promise you have Authority for the entity you are Authorised to represent and are responsible for the self-administration and maintenance of the Grower Account and all information contained in it.
14. Any changes to a Grower Account must comply with all Required Approvals and be in accordance with our requirements from time to time.
15. If the Grower Data you provide to us is not true, accurate and complete in every respect, you agree to indemnify us and the Data Subscriber who has relied on and used your Grower Data for loss caused by the provision by you of incorrect or incomplete Grower Data.
16. As a User, you must never:
- (a) register a Grower Registration Number unless registered and linked to a registered Payee;
 - (b) act without Authorisation to do so on behalf of a Payee;
 - (c) change Grower Account Details without the Required Approvals;
 - (d) undermine the security or integrity of our computer systems or networks;
 - (e) use our Services in a way that might impair functionality or interfere with other people's use;
 - (f) access any system without permission;
 - (g) introduce or upload anything to our Services that includes viruses or other malicious code;
 - (h) modify, copy, adapt, reproduce, disassemble, decompile, reverse, engineer or extract the source code of any part of our Services;
 - (i) act in a manner that is abusive or disrespectful to our employees;
 - (j) fail to comply with these Terms or our requirements for secure and efficient operation of the Register and myNGR.
17. We own everything we put into our Services excluding content owned by others. We own and hold all Intellectual Property Rights in the Register and myNGR. You agree not to copy, distribute, modify or make derivative works of any of our content or use of any of our Intellectual Property Rights in any way not expressly permitted by us.
18. When you enter or upload your Data into our Services, we don't own that Data but you grant us a licence to use, copy, transmit, store, analyse and back up all Data you submit to us through our Services including Personal Information of yourself and others in accordance with our Privacy Policy. You may terminate that right at any time by written notice to us.
19. You must keep your log in details secure and not let any other person use them. You are also responsible for protecting your Username and Password from getting stolen or misused. If you realise there has been any unauthorised access to or unauthorised use of your Password or any breach of security to your Account or email address linked to your Account, you need to let us know immediately so we may take steps to protect against data breaches. These steps may include revoking access to our system and the Register.
20. Where we think there has been unauthorised access to Grower Data or a Grower Account, we will let you know and give you information about what has happened. You must likewise notify us if you think there has been unauthorised access to a Grower Account or use of Grower Data.
21. Whilst confidentiality and privacy are cornerstones of NGR, we may share your Personal Information and Confidential Information with legal or regulatory authorities if required to do so.
22. NGR has invested heavily in technical, physical and administrative safeguards to do our part to help keep your Confidential Information safe and secure. Whilst we have taken steps to help protect your Confidential Information, no method of electronic storage is completely secure and we cannot guarantee absolute security. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your Grower Account or User Account without Authorisation and we may also restrict access to certain parts of our Services until you verify that access was by an Authorised User or you provide to us verification of who you are.
23. We may introduce security features to make your Grower Account and User Account more secure over time, such as multi-factor authentication. Where we make the use of security features optional, you are responsible for any consequences of your choice as to how you utilise those features including not using those features. In other words we are not liable if you elect not to use those security features. We strongly encourage you to use all optional security features but we are not liable if you do not use all or any optional security features or for the manner in which you make use of the security features.

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24. Some of our Services, such as our mobile apps, are available through other company services. These companies may have additional terms that apply to you. Any third party providing a service is a provider independent of us and for which we are not liable.
25. We strive to maintain the availability of our Services and provide online support. On occasion we need to perform maintenance on our Services and this may require a period of downtime. We will use our best endeavours to minimise any such downtime and where planned maintenance is being undertaken, we will attempt to notify you in advance but can't guarantee it.
26. There may be a number of reasons why you may not be able to access our Services including if you have no internet access.
27. Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our Services unless we have caused the downtime or the downtime occurs because of our negligent act or omission.
28. We frequently release new updates, modifications and enhancements to our Services, and in some cases discontinue features. Where this occurs, we will endeavour to notify you where practical (eg by email, on our Website or within our Services when you log in).
29. Sometimes an NGR Card may be linked to a third party identifier. That third party identifier may be utilised to identify you and you consent and authorise us to provide to a Data Subscriber the Grower's Data linked to that third party identifier.
30. Where you are registered for GST and supply Agricultural Product to a Data Subscriber:
 - (a) the Data Subscriber through its agent NGR and you acknowledge that you are an entity registered for GST;
 - (b) you consent to the provision of a Recipient Created Tax Invoice (RCTI) by a Data Subscriber in consequence of any supply of Grain or other Agricultural Product by you to the Data Subscriber;
 - (c) you agree to notify the Data Subscriber through us, as soon as you cease to be a registered entity under the GST Law;
 - (d) you agree not to issue any tax invoices to the Data Subscriber in respect of any supply of Grain or other Agricultural Product to the Data Subscriber;
 - (e) the Data Subscriber through its agent NGR agrees that the Data Subscriber will not issue an RCTI on or after the date when either you or the Data Subscriber are in breach of any other requirements for issuing RCTI's;
 - (f) you expressly acknowledge and agree that these Terms may be read together with any contract entered between us and a Data Subscriber, as a principal, for the purpose of complying with the relevant legislation and any regulations and GST Rulings;
 - (g) if applicable, we will hold the ATO "Statement by a supplier form" on your behalf, which form may be provided to all Listings.
31. You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we may suffer or incur arising out of or in connection with a breach by you of these Terms or our Privacy Policy (except as far as we are at fault). Your liability is limited to loss caused directly or indirectly as a result of your act or omission or a breach of these Terms or our Privacy Policy. If you misuse our Services, you also indemnify us for any loss arising out of or in connection with a third party claim against us relating to your misuse of our Services.
32. We will indemnify you from and against all losses, costs (including legal costs), expenses, demands or liability that you may suffer or incur arising out of or in connection with a breach by us of these Terms, our negligent act or omission, or a breach by us of warranties that cannot be excluded by law. Other than liability that we cannot exclude or limited by law, our liability to you in connection with our Services or these Terms, in contract, 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 costs of having the goods repaired.
33. 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.
34. Except for our wilful default, 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.
35. If you wish to pay one of the voluntary membership subscriptions and levies deduction preferences when registering to our Services, you authorise the voluntary membership subscription and levy to be deducted from payments made to you by a Data Subscriber and for us to disclose to the relevant Data Subscriber as recipient the associated Grower Registration Number.
36. Either party may terminate this agreement on 30 days written notice to the other.
37. Upon termination of this agreement, your registration is cancelled and you must cease all use of the Register, myNGR and your NGR Card.

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38. NGR will keep your personal information for as long as required for one or more purposes described in NGR's Privacy Policy. NGR is required by law to retain some information for certain periods of time and you consent to NGR retaining all documents and information stored electronically and recorded on myNGR for a period of seven (7) years from the date of the document or date of creation of the document on myNGR.
39. When NGR no longer requires your personal information, NGR will take reasonable steps to ensure that your personal information is destroyed, de-identified or rendered inaccessible.
40. Each Grower and their User may, before this time, request NGR in writing to return or otherwise destroy or de-identify the documents and information and if so, the Grower and each User agrees NGR may keep a record of its KYC Information procedure utilised to identify the Grower and its User.
41. Upon cancellation, suspension or deregistration of a Grower's Registration Number:
 - (a) subject to clause 36(d), no person except for NGR may access the Grower's Data on the Register and myNGR;
 - (b) subject to clause 36(d), we will not disclose or allow access to a Grower's Data on myNGR or the Register from the date of such cancellation, suspension or deregistration, although a Grower's Data already supplied to a Data Subscriber may still be held by them;
 - (c) the NGR Card must not be used and should be destroyed; except that
 - (d) for a deregistered NGR Card:
 - (i) we will continue to provide the face of the NGR Card information and the associated Grower's Registration Number and a Payee's trading name to a Data Subscriber Listed on a deregistered NGR Card; and
 - (ii) if applicable, the Subscription Data already provided to a Data Subscriber Listed on the Grower Registration Number may still be held by them.
42. Any clauses or provisions capable of surviving termination or which apply upon termination will survive termination of this agreement and be able to be enforced.
43. These Terms are governed by the law in force in Queensland. You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.
44. You will bear your own expenses incurred in connection with the transactions that these Terms contemplate and any amendment to, or any consent, approval, waiver, release or discharge of or under, these Terms.
45. You must do anything (including execute any Deed), and must ensure that your employees and agents do anything (including execute any Deed), that may reasonably be required to give full effect to these Terms.
46. A right may only be waived in writing signed by the parties.
47. These Terms contain the entire agreement between the parties about its subject matter. You acknowledge that, except as is expressly stated in these Terms, you have not relied on any representation, warranty, promise or undertaking of any kind by any person on our behalf.
48. Any right that a party may have under these Terms is in addition to, and does not replace or limit, any other right that the party may have at law or in equity.
49. Any provision of these Terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these Terms enforceable, unless this would materially change the intended effect of these Terms.
50. Where these Terms contemplate that a party may agree or consent to something (however it is described), the party may agree or not agree (on conditions or otherwise) in its absolute discretion.
51. A party will not be liable for any delay in or failure of performance caused by Force Majeure.
52. If you act on behalf of a party under a Power of Attorney, you declare and warrant that you:
 - (a) have proper Authority by that Power of Attorney to perform your Obligations under these Terms;
 - (b) have not received notice of Revocation of Power of Attorney;
 - (c) are not aware of any fact or circumstance that might affect your Authority to act as attorney under that Power of Attorney; and
 - (d) will provide to us a certified copy of the Power of Attorney upon request.
53. You may not assign or delegate any of your rights or Obligations under these Terms without our written consent. Any purported assignment and delegation in the absence of such consent shall be ineffective.
54. We may assign or delegate all of our rights and Obligations under these Terms, fully or partially, by notice in writing to you.
55. We may also disclose the Grower Data to a third party as part of a sale or transfer of the assets (or part of them) of ours or an Operator, or division of them, or as a result of a change in control of us or one of our Associated Entities or in the preparation for any of these events.
56. Any other party to which we or an Operator transfers or sells assets will have the right to continue to use the Grower Data for operational requirements including the operation of the Register and myNGR.

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57. We sometimes decide to change these Terms. We will make every effort to let you know of the changes and generally we endeavour to provide 30 days' written notice of the changes before they take effect, unless immediate changes are required for our operational purposes. If you find the change unacceptable, you may terminate the Services. We regularly expand our Services. For new or updated Services, there might be additional terms. We will let you know what those terms are before you start using those Services.
58. When we notify you, we will do so by email or by posting a visible notice through our Services.
59. A reference to a clause, sub-clause, schedule or attachment is, unless the context requires otherwise, a reference to a clause, sub-clause, schedule or attachment to these Terms.
60. Unless the context requires otherwise, the singular will include the plural and vice versa and any word or expression defined in the singular will have a corresponding meaning if used in the plural and vice versa.
61. If a word or phrase is defined, a matching word or phrase containing another part of speech has a corresponding meaning, whether or not the word or words in the matching word or phrase commence with a capital letter.
62. A reference to these Terms is a reference to these Terms as it may be amended from time to time. The Terms and any change of them are available on request.
63. The words "in writing" includes any communication sent by letter, facsimile transmission, email or SMS or notification within myNGR, or any other form of communication capable of being read by the recipient.
64. A reference to a law includes that law as amended, consolidated, re-enacted or replaced from time to time.
65. These Terms are binding on your executors, administrators and permitted assigns.

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