

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, you agree to be bound by our Terms.

Some items to note before you agree to these Terms:

- If the Australian Consumer Law applies, our aggregate liability to you for all Claims and Liability suffered or incurred by you in connection with our Services or these Terms, in contract, tort (including negligence), statute or otherwise, is limited to the resupply of the Services or the cost of having the Services resupplied, or in the case of goods, the repair, replacement or cost of having the goods replaced, or in all other cases to an amount of AUD\$100.00;
- We are not liable for data loss or the unavailability of the Services or Website, or for loss or corruption of data, unless caused by our willful acts or omissions or gross negligence;
- As a Grower, you are liable for the acts and omissions of your Payees and Users, and you indemnify us for any Liability we suffer or incur as a result breach of these Terms by them;
- You indemnify:
 - and hold us harmless us for any Liability that you suffer or incur related to your failure to use, or improper use of, optional security features provided by us;
 - us against all Claims and Liabilities that we may suffer or incur arising out of or in connection with a breach by you of these Terms, to the extent the Liability was caused by you;
 - us for any Liability arising out of or in connection with a third party Claim against us relating to your misuse of our Services; and
 - us, and the relevant Data Subscriber who has relied on and used your Grower Data, for Liability caused by the provision by you of incorrect or incomplete Grower Data;
- We are not liable for third party services and any Liability related to such services;
- We are not liable to you for any Claim or Liability suffered or incurred by 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, unless directly caused by our gross negligence.

Definitions and Interpretations

1. Capitalised words that are not defined in these Terms and are defined in the Dictionary of Terms have the meaning given to those terms in the Dictionary of Terms.
2. 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, and a user of our Services, as the context requires.
3. A reference to “We” “us” “our” and “NGR” is a reference to National Grower Register Pty Ltd (ACN 095 857 266).
4. The word “person” includes an individual, a corporation, a partnership, trust or other entity whether incorporated or not.
5. 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.

Acceptance of Terms

6. You accept these Terms on the earlier of you registering with us as contemplated by these Terms or using of any of the Services.
7. You must procure that every person registered by you under these Terms agrees to these Terms.
8. Our Services include those Services provided by us being available to Growers and their Users and Data Subscribers and their Authorised Users and consist of all the Services we provide now or in the future, including our online Services.
9. When you register as a User with us, you consent to us using your Personal Information in accordance with these Terms and our Privacy Policy. Our Privacy Policy is available on our growers page <https://www.ngr.com.au/growers>. We will comply with these Terms, our Privacy Policy and the NFF Farm Data Code where applicable in relation to the collection, storage, use and destruction of your Personal Information. By accepting these Terms you, whether as a Grower or otherwise, as the person accepting them on behalf of the Grower and the Grower:
 - (a) warrant and represent that you have full legal capacity to enter into a legally binding contract on behalf of the Grower; and
 - (b) consent to electronically enter into transactions and sign agreements and documents with NGR.
10. We may amend these Terms from time to time. We will make every effort to let you know of the changes and will endeavour to provide 30 days’ written notice to you 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 these Terms on written notice to us. We regularly expand our Services. For new or updated Services, there might be additional terms. We will let you know what those terms are, and you must agree to those terms, before you start using those Services.
11. The amended Terms become binding on you on the earlier of acceptance of them by you or if you continue to use of any of the Services or the Website after being notified of the amended Terms.

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Payees and Users

12. You must register with us to use our Services. If you are a Proscribed Person, we may refuse to register you. You must not use our Services if you are a Proscribed Person.
13. To register, you must complete the registration process and provide to us information as required by us from time to time including Proof of Identity Information.
14. If you are a Grower, you are liable for the acts and omissions of your Payees and Users and you indemnify us for any Liability we may suffer or incur as a result of breach of these Terms by your Users or Payees.
15. 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 these Terms.
16. 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) 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;
 - (c) the Users registered for the Payee must nominate and/or confirm the Primary User, who will be the 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;
 - (d) if requested by us, you must 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;
 - (e) if requested by us, you must 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;
 - (f) 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;
 - (g) 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;
 - (h) 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;
 - (i) these Terms extend to all rights of indemnity which a trustee has against the trust;
 - (j) 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
 - (k) you must notify us in writing of a change of trustee of the trust.
17. 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;
 - (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 User Contact Details will be provided to a Data Subscriber Listed on the NGR Card of the Partnership or Sharefarming arrangement;
 - (e) 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; and
 - (f) 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.
18. As a User, you warrant that 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.
19. The Grower warrants that all Information that the Grower or any of its Users provide to us is complete, accurate and up-to-date at all times.
20. As a Grower, you warrant that you are Authorised to provide the information referred to in clause 13 to us and:
 - (a) you and your Users have been informed of the purpose for which Personal Information and the information under clause 13 is sought and that the information will be used by us to properly identify a person;
 - (b) you and your Users agree that the information will be subject to an Information Match Request in relation to the relevant Official Record Holder Information and that we will use and disclose the information and any information generated or derived from the use of the Document Verification Service; and
 - (c) you and your Users agree that 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.

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21. Any changes to a Grower Account, Grower Data, User Account or Payment Details must comply with all Required Approvals and be made in accordance with our requirements from time to time and must be promptly notified to us.
22. 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.

Use of the Services and Website

23. Upon registration, you have the right to use our Services in accordance with these Terms until these Terms are 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 Computer Systems, other systems in our possession or under our control and all Confidential Information (including for a Cyber Event, or other 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.
24. If you wish to pay one of the voluntary membership subscriptions and if you notify us of your 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 the relevant Data Subscriber and for us to disclose to that relevant Data Subscriber as recipient the associated Grower Registration Number. If you decide not to give such Authority, make payment of the voluntary membership subscription and levy through our Services, this does not affect your legal obligation to pay a levy.
25. For each Grower which is a Data Subscriber's Grower we may, subject to these Terms and the Privacy Policy, provide to the Data Subscriber and its Users:
 - (a) the Grower's Core Data, during the financial year in which the Data Subscriber is Listed on that Grower;
 - (b) the Grower's Subscription Data on a subscription basis during the Subscription Period, provided the Data Subscriber is Listed for the Grower during the Subscription Period; and
 - (c) such other Services that NGR may provide to a Data Subscriber as agreed with the Grower from time to time.
26. 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.
27. 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.

Security, Changes and Availability

28. You must never:
 - (a) share your Login Name, Password or Security Questions and Answers with any third party;
 - (b) use or provide a Grower Registration Number unless registered and linked to a registered Payee, unless otherwise agreed by us in writing;
 - (c) act without Authorisation to do so on behalf of a Payee;
 - (d) change details or information of the Grower Account without the Required Approvals;
 - (e) undermine the security or integrity of the Website or our Computer Systems or networks;
 - (f) use our Services or the Website in a way that might impair functionality or interfere with other people's use of our Services or Website;
 - (g) access any of the Services, the Website or any of our Computer Systems or other systems without permission;
 - (h) introduce or upload anything to our Computer System or the Website that includes viruses or other malicious code;
 - (i) modify, copy, adapt, reproduce, disassemble, decompile, reverse, engineer or extract the source code of any part of our Services or the Website;
 - (j) act in a manner that is abusive or disrespectful to any person, including our employees; and
 - (k) fail to comply with these Terms or our requirements for the secure and efficient operation of the Register and myNGR.
29. You must keep your Login Name and Password secure and not let any other person use them. You are 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 must notify us immediately and provide us with all reasonable information requested by us so we may take steps to protect against Cyber Events or other data breaches. These steps may include revoking access to the Website and the Services.
30. When you enter or upload any Grower Data into our Services or on to the Website, you own all intellectual property rights in and to that Data, but you grant us a worldwide, non-exclusive, revocable, sub-licensable and transferable licence to use, copy, transmit, store, analyse and back up all Grower Data you submit to us through our Services including Personal Information of yourself and others that you provide to us, for the purposes of us fulfilling our obligations to you, providing our services to you, and facilitating

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the provision of services by other third parties to you, including Data Subscribers, and for data and statistical analysis, the outputs of which may be provided to third parties in an anonymised and aggregated format. You may terminate that right at any time by written notice to us.

31. We own all Intellectual Property Rights in and to the Services, our Computer Systems and the Website, except as otherwise set out in these Terms. We own and hold all Intellectual Property Rights in the Register and myNGR. You must 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 in writing.
32. While we have invested heavily in technical, physical and administrative safeguards to protect your Confidential Information and to keep it safe and secure, no method of electronic storage is completely secure and we cannot guarantee absolute security. We must 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 your access to certain parts of our Services until you verify that access was by an Authorised Access or you provide to us verification of who you are.
33. You must promptly notify us if you think there has been unauthorised access to your Account or use of Grower Data.
34. You warrant that you will continue to implement and comply with the Minimum Security Requirements set out in the Appendix to these Terms. If, at any time you are unable to comply with these Minimum Security Requirements you must immediately cease using the Services and the Website and notify us in writing. In the event of any inconsistency between these Terms and the Appendix, these Terms will prevail to the extent of the inconsistency.
35. 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.
36. We may introduce security features to make your Grower Account and User Account, as applicable, 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. We accept no liability for, and you indemnify and hold us harmless for any Liability that you may suffer or incur related to your failure to use, or your improper use of, the optional security features provided by us as contemplated by this clause 36.
37. We frequently release new updates, modifications and enhancements to our Services and Website, and in some cases discontinue features. Where this occurs, we will endeavour to notify you where practical.
38. Some of our Services 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.
39. We endeavour to maintain, but cannot guarantee, the availability of our Services, Website and online support. On occasion we need to perform maintenance on our Services or Website and this may require a period of downtime. We will endeavour to minimise any such downtime and where planned maintenance is being undertaken, we will attempt to notify you in advance to the extent we consider practicably possible.
40. We are not liable for any Liability suffered or incurred by you as a result of the unavailability of our Services or Website, or for loss or corruption of data, except to the extent that the unavailability or loss of data is caused by our wilful or grossly negligent acts or omissions.

GST and RCTI

41. Where you are registered for GST and supply Commodities to a Data Subscriber:
 - (a) you will inform us of this and allow us to inform the Data Subscriber of this through the Services and the Website;
 - (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 must notify us and the Data Subscriber through the Services, 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) you agree 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; and
 - (g) if applicable, we will hold the ATO "Statement by a supplier form" on your behalf, which form may be provided to all Listings.

Limitation of Liability and Indemnification

42. You indemnify us against all Claims and Liabilities that we may suffer or incur arising out of or in connection with a breach by you of these Terms (except to the extent that the Liability was caused by us). Your liability is limited to Liability caused directly or indirectly by you as a result of your act or omission or a breach of these Terms. If you misuse our Services, you also indemnify us for any Liability arising out of or in connection with a third party Claim against us relating to your misuse of our Services.

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43. If the Grower Data you provide to us is not true, accurate and complete in every respect, you indemnify us and the Data Subscriber who has relied on and used your Grower Data for Liability caused by the provision by you of incorrect or incomplete Grower Data. We hold the benefit of the indemnity given to the Data Subscriber under this clause 43 on trust for the relevant Data Subscriber.
44. To the maximum extent permitted by law, our aggregate liability to you for all Claims and Liability suffered or incurred by you in connection with our Services or these Terms, in contract, tort (including negligence), statute or otherwise, is limited as follows:
 - (a) If the Australian Consumer Law applies:
 - (i) 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
 - (ii) 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; or
 - (b) in all other cases, an amount of AUD\$100.00.
45. Our Services, the Website and all third party products are made available to you on an 'as 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.
46. Neither party will be liable to the other party for any Liability arising from 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.
47. Under no circumstances will we be liable to you for any Claim or Liability suffered or incurred by 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, unless directly caused by our gross negligence.

Termination and Deregistration

48. In addition to any other express right to terminate the agreement provided in these Terms, either party may terminate these Terms on 30 days written notice to the other.
49. We may terminate these Terms and deregister the NGR Card or your Account immediately on notice to you if we reasonably suspect or become aware of a breach of these Terms by you, or any User related to you.
50. Upon termination of these Terms:
 - (a) your registration is cancelled and you must cease all use of our Services including the Register, myNGR, and your NGR Card if you are a Grower; and
 - (b) we will endeavour to provide you access to your Personal Information in your Grower Account.
51. NGR will keep your Personal Information for as long as required and permitted by law for one or more purposes described in NGR's Privacy Policy. NGR is also required by law to retain some information for certain periods of time.
52. You consent to NGR retaining all documents and Personal Information relating to your Grower Account or User Account (as the case may be) for a period of 7 years from the date the Account is deactivated or the date these Terms are terminated, whichever is the earlier, unless otherwise required by law. At the end of the 7 year period, or earlier if required by law, NGR will take reasonable steps to ensure that your Personal Information is destroyed. You agree that NGR may keep a record of its KYC Information procedure utilised to identify the Grower and its User.
53. From the date the Account is deactivated or the date these Terms are terminated (whichever is the earlier), NGR will anonymise your Grower Data (except Login Name, Password and Security Questions & Answers) and/or your User Contact Details where we no longer require the information to comply with our regulatory or operational requirements. To access your Grower Account, your User Account or other information during this time, we may require you to establish your Login Name and Password and correctly address the Security Questions and Answers before we permit you to access information.
54. 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 unless prohibited by law or for other operational requirements. If your request is declined, we will give you notice in writing and the reason the request is declined.
55. Upon cancellation, suspension or deregistration of a Grower's Registration Number:
 - (a) except for us and as provided in these Terms, no person will be able to access the Grower Data using the Services or the Website; and
 - (b) the NGR Card must not be used and should be destroyed, except that for a deregistered NGR Card:
 - (i) we will continue to provide the information on the face of the NGR Card 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.

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Miscellaneous

56. Any clauses or provisions capable of surviving termination or which apply upon termination will survive termination of these Terms and be able to be enforced.
57. 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.
58. 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.
59. You must do everything (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.
60. A right may only be waived in writing signed by the parties.
61. These Terms and any appendices to these Terms, the terms referred to in these Terms (to the extent relevant) and the Dictionary 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.
62. 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.
63. 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.
64. 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.
65. A party will not be liable for any delay in or failure of performance caused by Force Majeure.
66. We may assign or delegate all of our rights and Obligations under these Terms, fully or partially, by notice in writing to you.
67. 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. We will use our best endeavours to give you 30 days' prior written notice if such event occurs, and you will have the ability to terminate these Terms on written notice to us. In addition, in such event you will be given the option to retrieve your Personal Information.
68. 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.
69. 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.
70. When we notify you, we will do so by email or by posting a visible notice through our Services.
71. 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.
72. 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.
73. 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.
74. 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.
75. The words "in writing" includes any communication sent by letter, and email or SMS or notification within myNGR, or any other form of communication capable of being read by the recipient.
76. A reference to a law includes that law as amended, consolidated, re-enacted or replaced from time to time.
77. These Terms are binding on your executors, administrators and permitted assigns.

Appendix

Grower Minimum Security Requirements

The following are the minimum security requirements that apply to Growers and their Users when accessing and using the Website and Services. These requirements are intended to support the Grower and User Terms and NGR's Privacy Policy and do not replace or override those documents. Capitalised terms have the meaning given to them in the Grower and User Terms Dictionary.

1. Individual User Access

- . Each person accessing myNGR must do so using their own User Account. User Accounts must not be shared between individuals, including within a business, family, or other entity.

2. Unique Password for myNGR

- . Each User must use a password for myNGR that is unique and not reused for any other system, service, or application.

3. Protection of Login Credentials

- . Users must keep their myNGR login credentials confidential and must not:
 - . share their credentials with any other person; or
 - . store or record credentials in an insecure manner.

4. Review of Access

- . Growers must ensure that access to the Website and Services and their Payees and Cards are reviewed and updated when a User's Authority changes or ceases. Access for Users who are no longer required must be removed by Growers as soon as practicable.

5. Notification of Suspected Misuse

- . Growers must promptly notify NGR if they become aware of suspected unauthorised access to, or misuse of, an Account.