

## CONDITIONS OF USE OF EMERALD GRAIN MATE

### IMPORTANT: Please read these Conditions of Use carefully.

Welcome to the Emerald Grain Mate website (**Grain Mate** or **Website**). In these Conditions of Use a reference to:

**Agent** means any person that the Grower has appointed to act as Agent or that the Grower has represented to Emerald by words or conduct to be the Grower's Agent; or that the Grower has armed or clothed with the indicia of an agent.

**Grower Representative** means an Agent, including a consultant or grower broker, or wholesale broker (being a Broker under the GTA Trade Rules) authorised by a Grower to access that Grower's information and perform transactions on behalf of the Grower.

**Authorised Party** means any employee of a Grower Representative who is authorised in accordance with Emerald's Authority to Act processes to access and use this Website and act on behalf of, and/or receive information about a Grower:

**Emerald** is a reference to Emerald Grain Pty Ltd (ACN 109 203 054) (**Emerald, Us, We**) and its related bodies corporate from time to time.

**Grower** means a grower or seller of grain who has entered into or will be subject to Emerald's Cash Contract General Terms and Conditions.

**You** and **Your** means you in your capacity as a Grower, Grower Representative or an Authorised Party, as the case may be.

### 1. Access to Website

The Grower has access to and is able to use the Website once the Grower registers in accordance with Grain Mate's registration process.

Emerald also allows access to and use of the Website by:

- a Grower Representative;
- where the Grower Representative is a company, partnership or other incorporation or unincorporated entity, by an Authorised Party of that Grower Representative,

provided that any individual must be 18 years of age or older.

If the Grower wishes to nominate a Grower Representative to access and use the Website on the Grower's behalf, the Grower must first arrange for the Authority to Act form to be completed by the Grower Representative and submitted in accordance with Emerald's Authority to Act processes.

If the Grower Representative wishes to nominate an Authorised Party to access and use the Website on its behalf, the Grower Representative must then arrange for a Notice of Authorised Parties to be completed and submitted.

The forms are available here <http://emeraldgrain.com/contract-terms-conditions/>

Once the Authority to Act is submitted, Emerald will then update Your account to record the Authority to Act instructions and grant access to Your account to that Grower Representative.

If You require assistance with any part of the process, please contact the Grower Services team on 1300 880 432.

## 2. Acceptance of Website Conditions

### Grower

By signing into the Website You agree and acknowledge that:

- You have unencumbered title to the relevant parcel of commodity in relation to any online contract submitted by You or on Your behalf;
- You consent to information that You have provided to us concerning a transfer of Commodity to be disclosed to Your nominated third party purchaser for that transfer;
- You will be bound by these Conditions of Use each time You sign into this Website or return at a later date;
- You will be bound by the Cash Contract General Terms and Conditions in relation to any online contract submitted by You or on Your behalf;
- if You have appointed a Grower Representative in accordance with section 1 above, the Grower Representative and any Authorised Party is authorised to act on Your behalf and has the authority to access Your information on Grain Mate and to perform and execute transactions on Your behalf and there has been no condition, restriction, limitation or exclusion that has been placed on the appointment;
- You will be bound by all actions on the Website conducted by You;
- You will be bound by all actions on the Website conducted by the Grower Representative and its Authorised Party.

If You do not accept these terms and conditions, You must refrain, and procure any Grower Representative or Authorised Party to refrain, from using the Website.

### Grower Representative

By signing into the Website You agree and acknowledge that:

- You will be bound by these Conditions of Use each time You sign into this Website or return at a later date;
- You are authorised to act on behalf of the Grower and the Authorised Party is authorised to act on Your behalf and has the authority to access the Grower's information on Grain Mate and to perform and execute transactions on Your behalf including selling grain and conducting title transfers of the commodity and there has been no condition, restriction, limitation or exclusion that has been placed on the appointment;
- You will be bound by all actions on the Website conducted by You or Your Authorised Representative; and
- You are responsible for and will procure that Your Authorised Party understands and complies with these terms and conditions.

If You do not accept these terms and conditions, You must refrain, and procure any Grower Representative or Authorised Party to refrain, from using the Website.

### Authorised Party

By signing into the Website as an Authorised Party, You agree and acknowledge that:

- the Grower and the Grower Representative has appointed You and authorised You to act as their Authorised Party;
- You will be bound by these terms and conditions and all actions on the Website conducted by You; and
- You will use all reasonable endeavours to ensure that the Grower Representative for which You are an Authorised Party complies with these terms and conditions.

If You do not accept these terms and conditions, You must refrain from using the Website.

### 3. Account

If You are a Grower, as a registered user of the Website, You establish an account (**Account**).

You agree to provide accurate and complete information when You register with, and as You use this Website (**Account Information**), and You agree to update Your Account Information to keep it accurate and complete.

If You are a Grower Representative or an Authorised Party You agree to provide accurate and complete information upon registration as a Grower Representative or an Authorised Party and at all times during the use of the Website.

It is Your responsibility to and You must inform Emerald immediately of any new Grower Representative or any change in details or address by completing the Authority to Act form and selecting "Add / Revoke Authority to Act". You are solely responsible for maintaining the confidentiality and security of Your Account or Your Grower's Account and for all activities that occur on or through Your Account or Your Grower's Account, and You agree to immediately notify Emerald of any security breach of Your Account or Your Grower's Account.

Emerald shall not be responsible for any losses arising out of the unauthorised use of Your Account or Your Grower's Account.

### 4. Access

In consideration for You agreeing to these terms and conditions, we agree to provide You with certain non-exclusive rights to access and use this Website in accordance with the level of authority designated to You including to:

- view and access material contained on the Website;
- update information or conduct business transactions such as contracts and title transfers; and
- otherwise use the Website in accordance with these terms and conditions

In order to use this Website, You will need internet access, devices and systems which are compatible with this Website. It is Your responsibility to ensure that You meet the relevant requirements (which may change from time to time).

Emerald has no obligation to make this Website available on any particular device or system, whether or not such device or system can currently, or has in the past been able to, access this Website.

### 5. Cash Contract General Terms and Conditions

The sale of commodity to Emerald is governed by Emerald's Cash Contract General Terms and Conditions.

For the Cash Contract General Terms and Conditions visit [www.emeraldgrain.com](http://www.emeraldgrain.com) or click here:  
<http://emeraldgrain.com/contract-terms-conditions/>.

Each time an online contract is submitted You will be bound by the Cash Contract General Terms and Conditions. Each online contract that is submitted will be a separate contract between the Grower or Grower Representative and Emerald for the commodity purchase.

Please read the Cash Contract Terms and Conditions carefully before submitting any online contracts as they contain important details about terms and conditions for the commodity purchase including shipment and payment terms.

## 6. Electronic Contracting and Communications

Your use of the Website includes the ability to enter into contracts and/or to make transactions electronically. You acknowledge that Your electronic submissions constitute Your agreement and intention to be bound by such agreement and transactions. Your agreement and intention to be bound by electronic submissions applies to all records relating to all transactions You enter into on this site, including but not limited to contracts, transfers, orders and applications.

When You use the Website or send e-mails, text messages, and other communications from Your desktop or mobile device to Emerald, You are communicating with Emerald electronically. You consent to receive communications from Emerald electronically. We will communicate with You in a variety of ways, such as by e-mail, text, in-app push notices, or by posting notices and messages on this Website. You agree that all agreements, notices, disclosures, and other communications that Emerald provides to You electronically satisfy any legal requirement that such communications be in writing.

## 7. Termination

Emerald may suspend or restrict Your access to the Website with or without notice for any reason in its sole and absolute discretion. Should Emerald exercise its right to terminate Your access to the Website, it does so without any liability to You.

You can terminate Your Grower Representative access to the Website by completing the Authority to Act form and selecting "Revoke Authority to Act".

You can terminate Your Authorised Party access to the Website by completing the Notice of Authorised Parties form and selecting "Revoke".

## 8. Procedure for notification of Website issues

If You find content on this Website which You think there is an error in the information submitted to the Website or there has been a breach of these Conditions of Use, please notify Emerald via email at [enquiries@emeraldgrain.com](mailto:enquiries@emeraldgrain.com). In the email please specify the following information:

- Your name;
- Your phone number;
- Your email address; and
- a description of the item or items that You believe is in error is in breach of or these Conditions of Use, and the reasons for this.

Emerald will respond to Your email within 7 days of receiving Your email. If further investigation is required, we will notify You and may request further information from You which You agree to provide in order to assist Emerald to undertake its investigation. Emerald will then investigate the matter and will within 30 days advise You in writing of the outcome of our investigation.

### Viruses

You must take Your own precautions to ensure that the process which You employ for accessing this Website does not expose You to the risk of viruses, malicious computer code or other forms of interference which may damage Your computer system or those of other parties. Except to the extent otherwise required by law, Emerald will not be liable to You, or any other person, for any losses, liabilities, damages, costs, charges or inconvenience incurred, paid or suffered as

a result of viruses, malicious computer code or other forms of interference, or damage to Your computer system or those of any person which arise in connection with Your use of this Website.

## 9. Intellectual Property

### Third Party Software

Grain Mate uses third party software. You agree that You use any third party software at Your own risk. The third party software will be subject to the licensing terms imposed by the owner of the software.

To the full extent permitted by law, Emerald excludes all liability in relation to using or downloading the software (third party or otherwise) that may be accessed from the Website. Emerald excludes all liability for any damage (including, without limitation, loss of data, interruption to business, loss of profits and any diminution in value) resulting from viruses or any other consequence of using or downloading the Grain Mate Platform or any other software (third party or otherwise) accessible via the Website.

### Copyright

This Website and its contents are subject to copyright. The copyright is owned by Emerald, or in the case of some material, third parties.

You may view this Website and its contents using Your web browser and electronically copy and print hard copies of parts of this Website and its contents including these Conditions of Use, the Cash Contract General Terms and Conditions, contract confirmation notes, payment advices and in some instances reports relating to stock holding, accumulated charges and other functionalities, to manage Your account.

Except as permitted under the Copyright Act 1968 (Cth) or similar statutes that apply in Your location, any other use (including any adaptation, reproduction, broadcast, decompiling, disassembling, downloading, copying, storage, distribution, transmission, printing, display, publication or creation of derivative works) of any part of this Website is prohibited.

### Trade Marks

Nothing contained in this Website shall be construed as granting any licence or right to use any trade mark displayed on this Website.

### Third Party Websites

This Website may contain links to third party websites. Those links are provided for convenience only and may not remain current or be maintained. Emerald is not responsible for the content or privacy practices associated with linked websites. It is Your responsibility to read and understand the terms and conditions applicable to any such websites. Emerald will not be liable to You, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered as a result of Your use of such websites.

### Cookies

We use "cookies" on our Website. A cookie is a small file sent by a website and stored on a user's computer which enables the Web site to remember information about You and Your preferences. A cookie can be used for, amongst other things, authentication and recognition purposes and storing site preferences. We use cookies to provide You with website

usage information as well as to assist Us to improve and develop the products and services We offer. We do not store personal data about You as a result of the use of cookies on our Website. You may disable cookies on Your web browser however in doing so You may not be able to fully experience all features of the Website.

## 10. Privacy

Emerald's policy on the collection, use and disclosure of Your personal information is set out in its Privacy Policy which forms part of these Terms and Conditions and is available at <http://emeraldgrain.com/home/sitemap/privacy-policy/>

You agree that Emerald may store and use Account Information for:

- establishing production trends;
- establishing growers' marketing intentions;
- improving customer service;
- distributing grain market information;
- distributing pricing information;
- distributing advertising for any products, promotions, events or service offerings;
- payment history; and
- contract history.

## 11. General

### Waiver

No right under these Terms and Conditions shall be deemed to be waived except by notice in writing from Emerald to You.

### Severability

If any provision of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these Conditions of Use and shall not affect the validity and enforceability of any other provision of these Conditions of Use.

### Applicable Law

These Conditions of Use are governed by the laws of Victoria, Australia. Any disputes arising in connection with these Conditions of Use are subject to the exclusive jurisdiction of the courts of Victoria, Australia. Emerald makes no representation or warranty that the content of this Website complies with the laws of any country outside Australia. If You access this site from outside Australia, You do so at Your own risk and are responsible for complying with the laws in the place where You access this Website.

## 12. Disclaimer

Emerald reserves the right to, at any time:

- amend, update, change or remove any part of this Website;
- amend, update, change these Conditions of Use and the Cash Contract General Terms and Conditions;
- stop or suspend the operation of this Website.

You acknowledge and agree that:

- this Website and its contents are provided to You on an "as is" basis; and
- information on this Website may contain typographical errors, technical inaccuracies or other errors and may not be complete or current.

Except to the extent required by law, Emerald:

- makes no representations or warranties of any kind as to the operation or availability of this Website or the information, content or materials included on this Website, and all implied representations or warranties in relation to the operation or availability of this Website or the information, content or materials included on this Website are excluded; and
- is not liable for any loss suffered by You in connection with the unavailability of this Website and/or the use of this Website or any linked Website, including any indirect, consequential or special damages and any loss or revenue, loss of profits, loss of goodwill, loss of business opportunity, loss of reputation, business interruption or loss of data or information.