

# GENERAL TERMS OF USE

## myNGR WEBSITE



### 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.

### 2. INTRODUCTION

These Terms apply to use of any services provided by us including the use of our Services including:

- (a) our Website [www.ngr.com.au](http://www.ngr.com.au) (Website);
- (b) services specified as only being available to registered Growers, their Users, registered Authorised Users and Authorised Representatives (myNGR and the Register); and
- (c) any information provided by us to you, or by you to us or any information obtained by you (either directly or indirectly) as a result of or in connection with your use of the Website, myNGR or the Register (Information) (referred to as "our Services");
- (d) you must strictly comply with all laws relevant to your access and use of our Services;
- (e) you must promptly provide us with any information we request in respect to your access to or use of our Services;
- (f) you must strictly comply with all instructions and guidance we advise to you in respect of our Services.

### 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.

### 4. OTHER TERMS

4.1 Other terms apply to registered Growers and their Users, and to registered Authorised Users and their Authorised Representatives.

4.2 You acknowledge that further terms that relate to specific services for an Authorised User and their Authorised Representative, and a Grower and User comprise part of these Terms.

4.3 Access to and use of our Services is subject to you complying with the current version (as notified to you) of:

- (a) these General Terms of Use;
- (b) Grower and User Terms;
- (c) Authorised User and Authorised Representative Terms;
- (d) our Privacy Policy.

4.4 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.

4.5 We may vary these Terms at any time by publishing updated Terms on our Website.

4.6 You agree that any such updated Terms will apply from the time you accept them.

4.7 If you do not accept our updated Terms, you must refrain from using our Services.

4.8 Your continued use of our Services after we publish updated Terms constitutes your acceptance to be bound by the updated Terms.

### 5. INFORMATION

5.1 You must only access our Services and use information exclusively for your own purposes and strictly in accordance with our Terms.

Each Authorised Representative agrees that:

- (a) if the Authorised Representative no longer has Authorisation to access myNGR or to deal with us, or your registration as an Authorised

- User is cancelled, suspended or withdrawn for any reason they must:
- (i) immediately cease acting as an Authorised Representative;
  - (ii) inform us in writing of the cancellation, suspension or withdrawal of your Authorisation to an Authorised Representative;
  - (iii) not attempt to access myNGR or permit a third party who does not have Authorisation to access myNGR or your Authorised User Account, the Grower's Details or User Contact Details;
  - (iv) must return all Confidential Information to you or to us or as we direct;
- (b) to access myNGR the Authorised Representative must use a valid Login Name, Password and correctly answer their Security Questions & Answers;
- (c) they will not divulge their Login Name, Password or Security Questions & Answers to any third party;
- (d) they must ensure they have all Electronic Equipment and facilities necessary to allow them access to myNGR via the Access Method;
- (e) they are responsible to protect and maintain:
- (i) the currency, integrity and security of myNGR utilised by you; and
  - (ii) the Login Name, Password, Security Questions & Answers, encryption keys or any other information relating to the Access Method, authentication or security of myNGR;
- (f) they will not use myNGR in a way that may violate the rights of any person or breach any law and acknowledge that the submission, transmission or maintenance of any information in violation of any law is prohibited;
- (g) they must comply with these Terms and our Privacy Policy;
- (h) on request from us, they must provide to us:
- (i) a certified copy of two (2) Primary Identification Documents;
  - (ii) a certified copy of one (1) Primary Identification Document and one (1) Secondary Identification Document; and
  - (iii) a copy of any written Authorisation given by you.
- 5.2 There are multiple ways in which you can conduct your dealings with us (eg via our Website, by telephone and through our contact 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.
- 5.3 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.
- 5.4 Our Website, myNGR and the Register may be changed, withdrawn or discontinued at any time without notice.
- 5.5 Any information provided by you will be used by us to provide our Services.
- 5.6 This information is provided from Australia and may not be available, appropriate or lawful in other jurisdictions.
- 5.7 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.
- 5.8 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.
- 5.9 You must also ensure that the details you provide to us are complete, accurate and up-to-date at all times, and you must promptly notify us of any changes to this information.
- 5.10 You authorise us to provide information and accept information for:

- (a) Authorised User Accounts and Authorised Representatives associated with your business entities; and
  - (b) Grower Accounts and Users associated with your business entities,
- for whom you have authority to act. You do not require us, and we will not, undertake any other checks to verify your identity.
- 5.11 You are solely responsible for ensuring that your information is utilised only by the Authorised Users, their Authorised Representatives and to Growers and Users to whom it is assigned.
- 5.12 We do not accept any responsibility for any loss, claim or other liability that may arise from the unauthorised use of your information.
- 5.13 If you are an Authorised Representative or a User, you warrant that you have authorisation to act for the business entity for whom you represent and act.
- 5.14 If you no longer have authorisation to act for a business entity, it is your responsibility to notify us immediately. You must also cease using our Services upon such occurrence.

## **6. COLLECTION OF INFORMATION AND PRIVACY**

- 6.1 NGR 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.
- 6.2 The information may be used by us and our related companies and may be disclosed to our consultants or advisors.
- 6.3 Any disclosure of personal information will be governed by both the *Privacy Act 1988* (Cth) and our Privacy Policy.
- 6.4 You may access our Privacy Policy on our Website.

## **7. INTELLECTUAL PROPERTY**

- 7.1 We own or licence the copyright and all other proprietary rights in our Website, myNGR and the Register.
- 7.2 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.

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

- 7.4 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.

## **8. AVAILABILITY**

- 8.1 You acknowledge and agree that 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.
- 8.2 You acknowledge and agree that accessing our Services may involve charges and Usage Fees.
- 8.3 You acknowledge that our Services may not be operated on a continuous basis and may be terminated or restricted by us for any reason at any time. 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.
- 8.4 You must provide everything that you need to access and use our Services.
- 8.5 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 that we consider are not returning and should be advised to you.
- 8.6 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.
- 8.7 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.

## **9. TERMINATION**

- 9.1 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.

- 9.2 You may decide to cease using our Services at any time. You may terminate your agreement with NGR on 30 days notice in writing.

## **10. DISCLAIMER**

- 10.1 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.
- 10.2 Any warranties, guarantees, representations or other assurances implied or imposed by law or statute are expressly excluded to the extent permitted by law.
- 10.3 In no event will we be liable for any indirect, direct, special, punitive, exemplary or consequential losses or damages of any kind (including without limitation loss of profits, loss of data, loss of opportunity) arising out of your use or access to our Services or your inability to use our Services.
- 10.4 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.

## **11. APPLICABLE LAWS**

- 11.1 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.

## **12. SEVERANCE**

- 12.1 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.