



AWB Website Registered User

TERMS OF USE

These terms of use are the terms and conditions on which you access and use the Service. These terms of use apply in addition to the AWB Copyright, Trade Mark and Disclaimer Notice and the AWB Privacy Policy.

1. DICTIONARY

Some of the words used in these terms of use are defined below:

Accountant Registered User means an accountant, bookkeeper or other similar consultant who, in accordance with applicable AWB policies and procedures from time to time, has registered with AWB for the purposes of using the Service to access Grower Dealings Information;

AWB means AWB Limited ACN 081 890 459 and AWB Group;

AWB Copyright, Trade Mark and Disclaimer Notice means the notice named as such on, and accessible from, the AWB Web Site. A hard copy can be requested and obtained through the Grower Service Centre;

AWB Group means the group of companies comprising AWB Limited ACN 081 890 459 and each Related Body Corporate of AWB;

AWB Privacy Policy means the policy named as such on, and accessible from, the AWB Web Site. A hard copy can be requested and obtained through the Grower Service Centre;

AWB Web Site means the World Wide Web Site accessible from <http://www.awb.com.au>;

Business Day means a day in the State of Victoria, Australia, not being a Saturday, Sunday or public holiday;

Content means the information made available through the Service and includes Grower Dealings Information;

Grower means a grain or other commodity grower who is registered with a member of the AWB Group for the purpose of the AWB Group having dealings with that grower;

Grower Dealings Information means information, of a nature determined by AWB from time to time in its discretion, accessible from use of the Service and relating to the dealings a Grower has with members of the AWB Group;

Grower Registered User means a Grower who, in accordance with applicable AWB policies and procedures from time to time, has registered with AWB for the purpose of using those parts of the Service relevant to accessing that Grower's Grower Dealings Information;

Growers Section means the "Growers" section of the AWB Web Site and includes all information accessible therefrom;

Grower Service Centre means the telephone support service provided by AWB to Registered Users accessible from 1800 054 433.

Registered User means a Grower Registered User or an Accountant Registered User;

Related Body Corporate has the meaning given in section 50 of the Corporations Act 2001 (Cth);

Service means the provision of the information and applications contained or comprised in the Growers Section which may be accessed, subject to these terms and conditions and applicable AWB policies and procedures from time to time, from the AWB Website directly or through the Grower Service Centre; and

you means a person using or accessing the Service who is a Registered User.

2. BASIS OF PROVISION OF THE SERVICE

- 2.1 The Service relies in part on factors outside AWB's control and AWB does not provide any guarantee that the Service is fault-free.
- 2.2 Without liability to you, AWB may at any time in its discretion and without notice to you:
 - 2.2.1 Shut down or suspend the Service, or disconnect or deny you access to the Service; and/or
 - 2.2.2 Alter the applications, functionality or type of information accessible from use of the Service.
- 2.3 You acknowledge that Grower Registered Users and Accountant Registered Users have the entitlement to access and use different parts of the Service and to access different Content through use of the Service. AWB may at any time in its discretion alter the access rights in relation to the Service enjoyed by different types of Registered Users.
- 2.4 You further acknowledge that the Service may be accessed by Registered Users electronically, via the AWB Website or over the telephone through the Grower Service Centre. All Registered User access to the Service shall be subject to such security procedures as AWB imposes from time to time.

3. REGISTRATION

- 3.1 You acknowledge that to register to access and use the Service, you must provide accurate, complete and current information, as required by the applicable registration form. The registration form may be completed and supplied to AWB electronically through the AWB Website or in hard copy form in accordance with procedures available from the Grower Service Centre. You agree to update this information from time to time (either electronically through the AWB Website or by advising the Grower Service Centre) to ensure that its accuracy, completeness and currency is constantly maintained.
- 3.2 You agree that you have read and understood AWB's Privacy Policy and that AWB will deal with information supplied by you in connection with your use of the Service and, where applicable, your Grower Dealings Information, in accordance with the terms of that policy.

4. USE OF THE SERVICE

In using the Service, you agree:

- 4.1 to maintain the confidentiality of all your Service identification and log-in information, whether you are currently using the Service or not;
- 4.2 that you are responsible for any disclosure or loss of your Service identification or log-in information;
- 4.3 to notify AWB immediately if you lose your Service identification or log-in information;
- 4.4 to comply with all directions of AWB relating to the use of the Service;
- 4.6 that you are entirely responsible for all activities that occur under or in respect of your Service registration;

- 4.7 that you will immediately notify AWB of any unauthorised use of your Service registration or other breach of security of which you are aware;
- 4.8 that the Content is valuable information and belongs exclusively to AWB;
- 4.9 that you have read and understood AWB's Copyright, Trade Mark and Disclaimer Notice and that your use of the Service is subject to the terms of the AWB Copyright, Trade Mark and Disclaimer Notice; and
- 4.10 not to do anything that would amount to a contravention of any applicable law including the Privacy Act 1988 (Cth) or the Spam Act 2003 (Cth).

5. WHAT YOU MUST NOT DO

In using the Service through the AWB Website, you agree that you must not, whether directly or indirectly:

- 5.1 carry out activities, or post or transmit any information or materials, which infringe a third party's rights;
- 5.2 interfere with another Registered User's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services;
- 5.3 conduct or send surveys, contests, pyramid schemes, chain letters, junk email, spam or other duplicative or unsolicited messages (commercial or otherwise);
- 5.4 defame, harass, stalk or threaten any person;
- 5.5 publish or distribute any defamatory, obscene, indecent or unlawful material or information that could otherwise give rise to civil or criminal proceedings;
- 5.6 advertise or offer to sell or buy any goods or services;
- 5.7 collect information about others, including email addresses;
- 5.8 create a false identity for the purpose of misleading others as to the identity of the sender or the origin of any message;
- 5.9 transmit or upload any computer programs or other material in breach of any intellectual property laws, rights of privacy or any other applicable laws;
- 5.10 interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
- 5.11 attempt to gain unauthorised access to any parts of the Service, other accounts, computer systems or other networks connected or related to the Service, through password mining or any other means; or
- 5.12 alter the Content or develop any derivative works from the Service.

6. PRIVACY POLICY AND MONITORING OF THE SERVICE

- 6.1 You acknowledge that personal information (as described in the AWB Privacy Policy) may be collected and used by us, both in connection with your use of the Service and otherwise, in accordance with the terms of that policy. Without limiting the terms of the AWB Privacy Policy, you agree that we may use or disclose such personal information to send you emails or direct marketing material providing general information about products or services that AWB provides or that are available from other persons.
- 6.2 Without limiting the terms of the AWB Privacy Policy, you acknowledge that AWB may (but is not obliged to) monitor and collect information in relation to use of the Service, for purposes connected with AWB's ongoing provision of the Service or any similar service or, generally, the conduct of any member of the AWB Group's business. The information collected may include information relating to the volume and nature of the use of the Service, the volume of authorisations given by Growers to Accountant Registered Users, the geographic spread of Registered Users and Growers who have authorised individual Accountant Registered Users to use the Service and the break up of Grower clients of Accountant Registered Users.

7. USE FOR GENERAL INFORMATION PURPOSES ONLY

Without limiting the terms of the AWB Copyright, Trade Mark and Disclaimer Notice:

- 7.1 You acknowledge that the Service may only be used by Registered Users for general information purposes and each Registered User is responsible for independently verifying the accuracy of all Content upon which the Registered User will rely. AWB is not responsible for the manner in which the Service is used by any Registered User or if any Registered User should incur any loss or damage arising from or in connection with use of the Service (including any loss or damage arising from the inaccuracy or incompleteness of any Content).
- 7.2 Content supplied to a Registered User through the AWB Website will not be supplied in an encrypted form, and each Registered User should be aware that there is a risk that a third party may attempt to intercept and/or read that information. AWB will take all reasonable steps available to it to ensure the security of such information but accepts no responsibility for any loss or damage arising from any interception or unauthorised access to the information.
- 7.3 To the maximum extent permitted by law, none of AWB, nor any of its officers, employees, agents or Related Bodies Corporate will be liable in any way (including for negligence) for any loss, damage, costs or expenses suffered by a Registered User, or claims made against a Registered User, through or arising in connection with use of the Service by the Registered User or any failure to provide the Service or any Content ordinarily available from it.
- 7.4 To the maximum extent permitted by law and subject to any express warranty, condition or representation agreed in writing by AWB, all warranties, conditions and representations about the Service, including the availability of the Service for use and the Content available from use of the Service are excluded. Where a term is implied by law and that law prohibits provisions in a contract excluding or modifying liability under that term, then AWB agrees to observe and adhere to that term. However, AWB's liability for breach of such term will be limited, at AWB's option, to supplying the Services again or paying the cost of having the Services supplied again.

8. CHANGES

AWB may vary any of these terms of use at any time. AWB will post a notice of any variations on the Growers Section Homepage. The notice will be posted on the Growers Section Homepage for a period of 4 weeks from the date on which the change is effective. Your continued use of the Service after such notice will constitute acceptance of the variation.

9. GROWER REGISTERED USER ACCESS

Without limiting clause 7 or the terms of the AWB Copyright, Trade Mark and Disclaimer Notice, where you are a Grower Registered User you acknowledge and agree that:

- 9.1 in accordance with AWB's applicable authorisation procedure, you may authorise an Accountant Registered User to use the Service for the purpose of accessing your Grower Dealings Information (Accountant Authorisation). In doing so, you consent to such access being provided to the Accountant Registered User both through the AWB Website and the Grower Service Centre and acknowledge that where the Accountant Registered User accesses your Grower Dealings Information through the AWB Website, he or she may take copies or print your Grower Dealings Information. You release and discharge AWB from all claims that you may have in relation to access to your Grower Dealings Information by an Accountant Registered User in respect of whom you have given an Accountant Authorisation. Without limiting clause 4.2, where your Service identification and log in information is used to give an Accountant Authorisation, AWB is entitled to rely on that Accountant Authorisation being properly given by you;
- 9.2 AWB has no responsibility to you for the manner in which the Service is used by any Accountant Registered User in relation to whom you have given an Accountant Authorisation or if you should incur any loss or damage arising from or in connection with that use (including any loss or damage arising from the inaccuracy or incompleteness of any Content);
- 9.3 an Accountant Authorisation given by you extends to all employees and officers of the Accountant Registered User or the firm or entity by whom the Accountant Registered User is employed;
- 9.4 if for any reason you are not happy with the Accountant Registered User in relation to whom you have given an Accountant Authorisation continuing to use the Service or you are no longer happy with the basis of that use (including because of a change to the Service, the information accessible therefrom or these terms of use) then you are responsible for removing that Accountant Authorisation either through the applicable removal procedure accessible through the Growers Section or by notifying AWB in writing by facsimile to 03 9209 2333 or by writing in post to "Grower Services, AWB Limited, PO Box 4562, Melbourne, Victoria, 3001. The removal of the Accountant Authorisation will take effect within 2 Business Days after the day on which you implement the removal procedure accessible through the Growers Section or AWB receives your written notice in accordance with this clause, as the case may be; and
- 9.5 except in accordance with an Accountant Authorisation given by you, the Service is for your personal use only and you must not authorise, allow or enable any person to use the Service.

10. ACCOUNTANT REGISTERED USERS

Where you are an Accountant Registered User you acknowledge and agree that:

- 10.1 your entitlement to use the Service in relation to particular Growers will be dependent on those Growers authorising you to do so (and maintaining that authorisation) in accordance with applicable AWB policies and procedures from time to time; and
- 10.2 where you are authorised to use the Service on behalf a particular Grower, that authorisation extends to all of your officers and employees or, if you are an employee of a firm or entity that conducts an accountancy, bookkeeping or related business, the officers and employees of that firm or entity. Without limiting any other provision of these terms of use, you at all times remain responsible for use of the Service by the persons contemplated by this clause.

11. APPLICABLE LAW

You agree that the laws of the State of Victoria in Australia apply to these terms of use. You submit to the exclusive jurisdiction of the courts of that state.

12. SEVERABILITY

If part or all of any provision of these terms of use or its application to any person or circumstance is illegal or unenforceable, the provision will be read down to such extent as may be necessary to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it will be severed from these terms of use and the remaining provisions of these terms of use continue in force.

13. WAIVER

If AWB does not act in relation to a breach by you of these terms of use, this does not waive AWB's right to act with respect to subsequent or similar breaches.