

LoadNet® for Marketers™

To be able to use the LoadNet® for Marketers™ website you must first register for use, which includes obtaining a PAN and Password. Registration can be done by following prompts to LoadNet application via the CBH website, please contact customersupport@cbh.com.au for further information.

LoadNet® for Marketers™ Terms and Conditions

1 INTRODUCTION

- 1.1 These terms and conditions apply to the use of this Website. By using the Website, you agree to be bound by these terms and conditions. These terms and conditions constitute a binding agreement between you and us. If you do not accept these terms and conditions, you must refrain from using the Website. If you remain on the Website, or return at a later date, you agree to be bound by these terms and conditions.
- 1.2 These terms and conditions are supplementary to and must be read in conjunction with your Grain Services Agreement, as amended from time to time. If there is any inconsistency between these terms and conditions and your Grain Services Agreement, you agree the terms of your Grain Services Agreement shall prevail.

2 DEFINITIONS

- 2.1 In these terms and conditions:
- 2.1.1 **"Authorised Contact"** means:
- (a) any individual who is properly authorised in accordance with relevant CBH processes to access and use this Website and act on behalf of, and/or receive information about, an Advisor (including its Account); or
 - (b) any individual who is properly authorised in accordance with relevant CBH processes to access and use this Website and act on behalf of, and/or receive information about, a Grower (including its Account),
- as applicable, as advised to CBH, and includes any Primary Contact.
- 2.1.2 **"CBH"** means Co-operative Bulk Handling Limited.
- 2.1.3 **"CBH Delivery and Warehousing Terms"** means the CBH Delivery and Warehousing Terms, as amended from time to time.
- 2.1.4 **"CBH Group"** means CBH and its Related Bodies Corporate.
- 2.1.5 **"CBH Website"** means the website accessible from www.cbh.com.au.
- 2.1.6 **"Grain Services Agreement"** means an agreement between CBH and a Customer for the provision of storage and handling and other services entitling the Customer to hold grain in CBH sites.
- 2.1.7 **"Grower"** means a grower/supplier of grain who as part of their farming business, delivers grain to a site owned, operated or managed by CBH for the purpose of receiving or storing grain throughout Western Australia or as designed by CBH from time to time and who is subject to the CBH Delivery and Warehousing Terms.
- 2.1.8 **"Customer"** means a person who has executed a Grain Services Agreement, a Port Terminal Services Agreement or a Container Loading Services Agreement for the current Season.
- 2.1.9 **"Customer Support Team"** means the team at CBH assigned to you as a point of contact for CBH products and services and any successor notified to You.
- 2.1.10 **"Customer ID"** means the number allocated by CBH under which the Customer is registered in the CBH database for the purposes of dealing with grain in the CBH system together with the name associated with that number.
- 2.1.11 **"PAN"** is the Personal Access Number provided to an Authorised Contact upon registration.
- 2.1.12 **"Password"** is the password provided to you on registration for use of the Website as changed by you from time to time.
- 2.1.13 **"Privacy Policy"** means the policy on, and accessible from, the CBH Website. A copy of the policy may be obtained from Your Customer Support Team.
- 2.1.14 **"Related Bodies Corporate"** has the meaning given in section 50 of the *Corporations Act 2001* (Cth).
- 2.1.15 **"We", "us" and "our"** are a reference to CBH Group.
- 2.1.16 **"Website"** means the LoadNet® website accessible via the CBH Website.
- 2.1.17 **"You" and "your"** are a reference to a Customer (or its employees or authorised agents) who are registered to use this Website.
- 2.2 Capitalised terms not defined in these terms and conditions have the definitions given in the Grain Services Agreement.

3 REGISTRATION AND PERSONAL DETAILS

- 3.1 In order to be able to access and use the Website, you must register and obtain a PAN and Password. Registration is covered in the Annual Registration Fee paid by You or the Customer in accordance with the Grain Services Agreement and is non-transferable.
- 3.2 Registration is only open to You if you are a Customer, or are employed by a Customer and are 18 years of age or over.
- 3.3 You must provide accurate, complete and current personal details and information when you register.
- 3.4 You must inform us immediately of any change in your details or address. Details can be changed by:
- 3.4.1 emailing: Customersupport@cbh.com.au, or
 - 3.4.2 via LoadNet account for admin users within your company.

CBH reserves the right to follow up and make enquiries as to the veracity of any change request.

4 COMPANY AND PARTNERSHIP ACCOUNTS

- 4.1 If the Customer is a company, partnership or other incorporated or unincorporated entity ("entity") it can nominate a person or persons to access and use the Website provided that it complies with the following requirements:
- 4.1.1 the person nominated by the entity must be an authorised signatory to the Customer ID(s);
 - 4.1.2 the person must be authorised to operate the Customer ID(s) alone and not jointly.
- 4.2 The entity is responsible for ensuring that its authorised personnel understand and comply with these terms and conditions.
- 4.3 The entity is bound by all actions on the Website conducted by the person nominated by the entity.
- 4.4 The entity must advise us in writing if it cancels the authority of its nominated person to access and use the Website. We will process the cancellation as soon as practicable after we receive the entity's cancellation request in writing. In the event such authority is cancelled, the entity is responsible for and bound by all actions on the Website conducted by the nominated person until such time as cancellation of the authority is received by us in writing and the cancellation is processed.

5 PRIVACY POLICY

You acknowledge that you have read and understood our Privacy Policy at www.cbh.com.au and that we will deal with information supplied by you in connection with your use of the Website in accordance with the terms of that policy.

6 AGREEMENT

- 6.1 In consideration for You agreeing to these terms and conditions, we agree to provide You with the non-exclusive right to:
- 6.1.1 view material contained on the Website;
 - 6.1.2 access material contained on the Website;
 - 6.1.3 use the Website to instruct CBH to transfer title to grain to another Customer at a nominated Site;
 - 6.1.4 set up acquisition services and payment methods in order for You or the Customer (as the case requires) to acquire grain from Growers at the nominated Sites;
 - 6.1.5 request Outturn services;
 - 6.1.6 request CBH to conduct sampling services; or
 - 6.1.7 otherwise use the Website in accordance with these terms and conditions.

7 AMENDMENTS TO TERMS AND CONDITIONS

We reserve the right to amend these terms and conditions from time to time. Amendments to these terms and conditions will be effective (a) immediately upon us posting a notice of those amendments on the Website if the amendments are required by law or we determine, acting reasonably, that the amendments are likely to benefit you or have a neutral impact, or (b) otherwise upon 30 days' notice. Your continued use of the Website following the posting of such a notice on the Website will represent an agreement by you to be bound by the terms and conditions as amended.

8 ACKNOWLEDGEMENTS

- 8.1 You acknowledge that you may use the Website to:
- 8.1.1 set up acquisition services to acquire Grain from Growers;

- 8.1.2 set payment methods by which You or the Customer (as the case requires) may acquire Grain;
 - 8.1.3 place tonnage limits on any acquisition services or payment methods;
 - 8.1.4 access information about Your Grain Entitlement;
 - 8.1.5 request Outturns from CBH's storage systems;
 - 8.1.6 request CBH to conduct sampling services; and
 - 8.1.7 provide instruction to us to transfer grain to a Customer as contemplated by your Grain Services Agreement.
- 8.2 You acknowledge that these terms and conditions are supplementary to and do not in any way limit your Grain Services Agreement.
- 8.3 You agree that, to the extent permitted by law, if for any reason any notice, instruction, request or other electronic communication in relation to the sale or purchase of grain using this Website fails or is delayed, the CBH Group accepts no responsibility or liability for that failure or delay.

9 SECURITY OF PAN AND PASSWORD

- 9.1 It is Your responsibility to ensure that You protect the security of Your computer hardware and software and the privacy of Your information. This includes, but is not limited to:
- 9.1.1 not disclosing to anyone and keeping secure Your PAN, Password and other authentication methods/devices as we may provide from time to time because anyone who knows them may be able to use them to access and use the Website, obtain information regarding Your Grain stocks, acquisition plans and financial information, transfer title to Grain held by You and commit You to contracts in Your name;
 - 9.1.2 ensuring that if and when You change Your Password, You comply with the password rules contained in clause 9.4;
 - 9.1.3 ensuring Your computer is free of viruses; and
 - 9.1.4 ensuring Your computer is free of any form of password recording program or mechanism.
- 9.2 You must tell us immediately if You believe that any unauthorised person is using Your PAN and Password.
- 9.3 Acceptance of these terms and conditions means that You acknowledge that we are entitled to allow access to the Website to any person providing Your PAN and Password.
- 9.4 Password Rules
- The minimum requirements for a valid password are set out below. We will notify you if these change and require you to create a new password when You next log in:
- 9.4.1 It cannot be the same as Your Customer ID or User ID or Your old password,;
 - 9.4.2 It cannot contain blanks or symbols;
 - 9.4.3 It must be at least 6 characters long contain at least one character of the English alphabet and at least 1 numeric character;
 - 9.4.4 It must not be something easily identified or associated with You such as a birthday, telephone number, car registration or postcode.

10 ACCESS TO WEBSITE

- 10.1 We will endeavour to provide a secure, quality service and accurate data at all times where Your use of the Website complies with these terms and conditions.
- 10.2 We will endeavour (without any legal obligation) to provide uninterrupted access to the Website on a 24 hour continuous basis. However, circumstances may not always make this possible, such as the time taken for data backup processes and upgrades. It is your responsibility to ensure that no part of your business is adversely affected by the unavailability of the Website service.
- 10.3 While our expectation is that any delay in processing information or instructions from you on the Website will not continue for more than one business day, a delay may continue for a longer period. The CBH Group is not liable for any loss due to such a delay or any unavailability of the Website service.
- 10.4 If You cannot access the Website at any time please advise us on customersupport@cbh.com.au or (08) 9237 9600 to enable us to investigate the possible reason.

11 GENERAL USE OF WEBSITE

- 11.1 You agree not to post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing, sexually oriented or ethnically objectionable.

- 11.2 You agree not to impersonate any other person.
- 11.3 You agree to provide current, accurate and up-to-date information as required under these terms and conditions and to refrain from providing us or any other user of the Website with inaccurate, misleading or false information.
- 11.4 You agree to use the Website in a manner consistent with all applicable local, state, national and international laws and regulations.
- 11.5 You agree not to post or transmit any unsolicited advertising or promotional materials.
- 11.6 You agree not to post any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware.
- 11.7 You agree to report promptly to us any breach of these terms and conditions by a user of the Website.
- 11.8 All information provided by us on the Website is provided in good faith. You accept that any information provided by us is general information and is not in the nature of advice.
- 11.9 We do not accept any responsibility or liability for any information or material which you submit to the Website, nor do we accept any responsibility for any use or misuse which you make of information or material which you submit to the Website.

12 LIMITS ON ENQUIRIES

We may impose a maximum limit on the number of enquiries which You generate using the Website. We provide you with 30 days' prior notice of the limits, if and when they are to apply.

13 CUSTOMER

13.1 If You use this Website to instruct us to transfer grain to another Customer, You confirm that, in accordance with your Grain Services Agreement:

13.1.1 Your instruction is:

- (a) an irrevocable direction to transfer title in the relevant parcel of Grain, to the nominated Customer on the terms and conditions as agreed between You and the Customer;
- (b) if nothing else is specified between You and the nominated Customer, an agreement to agree to be bound by a deemed GTA standard Track Contract terms and conditions, applicable on the day the transfer is made; and
- (c) acknowledgement that You have been provided with an opportunity to obtain a copy of those terms and conditions.

13.1.2 You undertake that You:

- (a) own the relevant parcel of Grain;
- (b) are authorised to deal with the relevant parcel of Grain; and
- (c) have unencumbered title to the relevant parcel of Grain, or have advised the nominated Customer of any encumbrance on Your title to the relevant parcel of Grain.

13.2 You consent to information that You have provided to us concerning a transfer of grain be disclosed to Your nominated Customer for the purposes of that transfer.

14 DISCLAIMER

- 14.1 Information on the Website is updated at differing frequencies depending on where the information is obtained from. Generally, information relating to the acquisition of grain from Growers is updated continuously but there may be communications network delays or other circumstances beyond our control which impact on updating and/or your ability to access the Website. It is your responsibility to check and independently verify the accuracy of information on the Website. We are not liable for any loss resulting from any action taken, or reliance made, by you on any information or material posted by us, or provided to you on or in connection with the Website.
- 14.2 We do not warrant that your access to the Website will be uninterrupted, timely or secure.
- 14.3 We do not warrant that any material you submit to the Website will be protected against loss, misuse or alteration by third parties.
- 14.4 To the extent permitted by law, you agree that if any instruction you give us on the Website fails or is delayed, we accept no responsibility for that failure or delay. You are responsible for monitoring the Website after you submit any information or instructions. You are responsible for re-submitting any information or instructions or taking remedial action if you receive from us or from the Website an indication of a malfunction of any such submission.
- 14.5 These terms and conditions exclude to the maximum extent permitted by law any warranty or condition implied by common law, practice or statute. In the case of those conditions or warranties under statute which may not be excluded, our liability for breach of such conditions or warranties shall, to the maximum extent permitted by law, be limited, in our sole discretion, to the lesser of re-supply of the relevant service of the Website again or paying the cost of the re-supply of the relevant service of the Website.
- 14.6 We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or

indirectly suffer in connection with your use of the Website or any linked website or your set up of acquisition services for the acquisition of Grain from Growers. We do not accept liability for any loss or damage arising directly or indirectly from a failure to provide any of the services on the Website, corruption to or loss of data, errors or interruptions, inaccurate or incomplete material, any suspension or discontinuance of the service, any transmissions by other Growers or Customers in contravention of the Growers' or Customer's obligations as set out in these terms and conditions, the LoadNet Terms and Conditions or any content transmitted by a non-registered Grower or Customer.

14.7 We are not liable for any consequential loss or damage arising out of or in relation to your use of the Website, including in relation to:

14.7.1 any instructions you give to us on the Website concerning an Customer;

14.7.2 any instructions you give to us on the Website concerning the acquisition of Grain from Growers; and

14.7.3 any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent,

and you release and indemnify us in respect of all actions, claims and demands in respect of such consequential loss or damage.

14.8 Subject to clause 17, you will not be liable to us for any consequential loss or damage arising out of or in relation to your use of the Website.

15 EXCEPTION TO DISCLAIMER

These terms and conditions do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

16 WARNINGS

16.1 You must ensure that your access to the Website is not illegal or prohibited by laws which apply to you.

16.2 You should notify us immediately if you become aware that you may have made a mistake in any information that you send to the CBH Group when instructing the CBH Group to make a change to your records, or if you did not authorise a change to your records and such a change has taken place, or of any change in your details or address.

16.3 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises out of or in connection with your use of the Website or any linked website.

16.4 Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take those steps which we believe, in our absolute discretion, to be reasonable in order to preserve the security of such information.

17 INDEMNITY

17.1 You indemnify us, our related bodies corporate, our directors, employees, agents and contractors against any loss or damage we may suffer and all actions, claims and demands which may be made or instituted against us arising directly or indirectly out of:

17.1.1 your use of this Website, including your dealings with any other Customer in relation to instructions you give to us on this Website; or

17.1.2 a breach of these terms and conditions either by you or by any person using your PAN, Password or Customer ID, whether or not you have authorised that person to use your PAN, Password or Customer ID; or

17.1.3 if you act negligently or fraudulently in connection with these terms and conditions or your use of the Website.

17.2 We are not entitled to recover loss or obtain payment more than once in respect of any liability of loss that gives rise to more than one claim by us under these terms and conditions.

18 COPYRIGHT

18.1 Copyright in this Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

18.1.1 adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website; or

18.1.2 commercialise any information, products or services obtained from any part of this Website;

without our prior written permission.

19 TRADE MARKS

- 19.1 If you use any of our trade marks (whether those trade marks are registered or not) in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
- 19.1.1 in or as the whole or part of your own trade marks;
 - 19.1.2 in connection with activities, products or services which are not ours;
 - 19.1.3 in a manner which may be confusing, misleading or deceptive;
 - 19.1.4 in a manner that disparages us or our information, products or services (including the Website).

20 FEES AND CHARGES

- 20.1 Access to the Website is currently covered under the Annual Registration Fee imposed in accordance with the Grain Services Agreement and You or the Customer (as the case requires) may incur further fees and charges under the Grain Services Agreement as a result of Your use of this Website. To use the Website You must have appropriate access to the internet, for which You are solely responsible. CBH reserves the right to amend the fees and charges should it see fit to do so at any time in the future upon 90 days' notice.

21 PROCEDURE FOR HANDLING ERRORS AND DISPUTES

- 21.1 You should notify us immediately if you become aware that You may have made an error in any information that You send to us or if You did not authorise a change to Your records and such a change has taken place. You may notify us by:
- 21.1.1 telephoning us on 08 9237 9600; or
 - 21.1.2 emailing: Customersupport@cbh.com.au.
- 21.2 In the case of a discrepancy between information sent to you on paper through the mail and information provided by the Website, the paper-based record will prevail.
- 21.3 If you think there is an error in any information provided on the Website you must tell us immediately by:
- 21.3.1 telephoning us on 08 9237 9600; or
 - 21.3.2 emailing: Customersupport@cbh.com.au.
- 21.4 We will advise you of the steps you must take so that an investigation can commence. You must give us full details of the information or transaction you are querying.
- 21.5 If we are unable to resolve the matter immediately you may lodge a complaint and we will advise you in writing of the steps we will take to investigate the matter further.
- 21.6 Within 21 days of receiving from you the full details of your complaint, we will advise you in writing of either:
- 21.6.1 the outcome of our investigation; or
 - 21.6.2 the need for more time to complete our investigation.
- 21.7 On completion of our investigation we will advise you in writing of the outcome and our reasons, with reference to the relevant provisions of these terms and conditions.

22 TERMINATION OF ACCESS

- 22.1 Without any liability to you we may suspend your Website access if we consider there is a security issue which requires further investigation. Where reasonably practicable, we will notify you prior to suspending your Website access. Where not reasonably practicable, notice will be given after the suspension. The suspension will be lifted once the security issue is resolved.
- 22.2 You may terminate your access to this Website by:
- 22.2.1 telephoning us on [08 9237 9600](tel:0892379600); or
 - 22.2.2 emailing: customersupport@cbh.com.au.
- 22.3 Without any liability to you, we may cancel, suspend or otherwise terminate your access to the Website for any reason. Where reasonably practicable we will notify you in writing prior to a cancellation, suspension or termination at the last address you have recorded on our Website. Where reasonably practicable, we will provide you with reasons for the cancellation, suspension or termination. In the event your access to the Website is cancelled, suspended or otherwise terminated, these terms and conditions continue to apply in relation to your previous use of the Website.

23 WAIVER

- 23.1 No right under these terms and conditions shall be deemed to be waived except by notice in writing.

23.2 No default or delay by a party in exercising any of its rights under these terms and conditions shall operate as a waiver of any such right.

24 SEVERANCE

If any term or other part of these terms and conditions is or becomes for any reason invalid or unenforceable at law, the remainder of these terms and conditions shall continue to be valid and enforceable and such term or other part of these terms and conditions shall be severed or modified without affecting the remainder of these terms and conditions.

25 GOVERNING LAW

25.1 These terms and conditions shall be governed by and construed in accordance with the laws of the State of Western Australia.

25.2 Each party irrevocably submits to and accepts generally and unconditionally the non-exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to these terms and conditions.

26 CONTACT

26.1 You can contact us by:

26.1.1 phoning phoning us on [08 9237 9600](tel:0892379600). We may ask You to confirm information in writing to the Customer Support Team who handles Your accounts; or

26.1.2 emailing: Customersupport@cbh.com.au.

We do not warrant that we will respond to questions or comments submitted by you by any other means, including via the info@cbh.com.au link on the CBH Website "Contact Us" page.

26.2 Should we need to contact You we will assume that the contact details You have last recorded on the Website are current and correct.