

# Customer Portal

To be able to use the Customer Portal website on behalf of a Customer, you must first register to access and use the website as an Authorised Contact (as defined below) in accordance with CBH Group processes. If you are a Customer, you must nominate a person or persons to access and use the website as an Authorised Contact on your behalf.

Each Authorised Contact will be issued with an email login and password. Once validated, the email login and password will grant the Authorised Contact(s) access to the Customer Portal website in accordance with the levels of authority designated to the Authorised Contact.

If you require assistance with any part of the process, please contact CBH Marketing and Trading via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600.

## Customer Portal Terms and Conditions

### 1 INTRODUCTION

- 1.1 If you are an Authorised Contact, these terms and conditions apply to the use by you of this Website. By using the Website as an Authorised Contact, you agree to be bound by these terms and conditions and must use all reasonable endeavours to ensure that the Customer for which you are an Authorised Contact complies with these terms and conditions. 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 If you are a Customer, by authorising your Authorised Contacts to use this Website, you agree to be bound by these terms and conditions, and must procure that each of your Authorised Contacts complies with these terms and conditions. If you do not accept these terms and conditions, you must procure that your Authorised Contacts refrain from using the Website.
- 1.3 These terms and conditions constitute a binding agreement between you and us.

### 2 DEFINITIONS

- 2.1 In these terms and conditions:
  - 2.1.1 "**Account**" means the account created by CBH under which a Customer is registered in the CBH database.
  - 2.1.2 "**Administrator**" means an Authorised Contact who is authorised to appoint, remove and amend the authority levels of other Authorised Contacts for that Customer, and has administration access to the relevant Account.
  - 2.1.3 "**Authorised Contact**" means 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 Customer (including its Account) as advised to CBH, and includes any Administrator.
  - 2.1.4 "**CBH**" means Co-operative Bulk Handling Limited.
  - 2.1.5 "**CBH Group**" means CBH and its Related Bodies Corporate.
  - 2.1.6 "**CBH Marketing and Trading**" means the department that provides marketing and trading services to Customers of the CBH Group. CBH Marketing and Trading may be contacted by emailing [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or by telephone on +61 8 9237 9600.
  - 2.1.7 "**CBH Website**" means the website accessible from [www.cbh.com.au](http://www.cbh.com.au).
  - 2.1.8 "**Contract**" means any contract for the sale of grain entered into from time to time between the CBH Group and the Customer.
  - 2.1.9 "**Customer**" means a purchaser of grain who from time to time enters into Contracts.
  - 2.1.10 "**Password**" is the password provided to an Authorised Contact upon registration, as changed by that Authorised Contact from time to time.
  - 2.1.11 "**Privacy Policy**" means the policy on, and accessible from, the CBH Website. A copy of the policy may be obtained from CBH Marketing and Trading.
  - 2.1.12 "**Related Bodies Corporate**" has the meaning given in section 50 of the *Corporations Act 2001* (Cth).
  - 2.1.13 "**We**", "**us**" and "**our**" are a reference to CBH Group.
  - 2.1.14 "**Website**" means the Customer Portal website accessible via the CBH Website.
  - 2.1.15 "**You**" and "**your**" means you in your capacity as a Customer, and/or an Authorised Contact, as the case may be.

### 3 ACCESS AND USE

- 3.1 In order to be able to access and use the Website, you must:
  - 3.1.1 be registered as an Authorised Contact in accordance with CBH Group processes; or

- 3.1.2 if you are a Customer that is a company, partnership or other incorporated or unincorporated entity, nominate a person or persons to access and use the Website on your behalf as an Authorised Contact in accordance with CBH Group processes.
- 3.2 Any Authorised Contact must be 18 years of age or over.
- 3.3 Each Authorised Contact(s) will be issued with an email login and password. The email login and password will grant the Authorised Contact access to Customer Portal in accordance with the levels of authority designated to that Authorised Contact by the Administrator.
- 3.4 If you are a Customer and have authorised an individual to act as your Authorised Contact to access and use this Website on your behalf, you agree and acknowledge that:
- 3.4.1 the Authorised Contact is your agent;
  - 3.4.2 the Administrator may authorise another individual to act as an Authorised Contact for you;
  - 3.4.3 the Administrator may amend Authorised Contacts including amending their personal details;
  - 3.4.4 you are responsible for ensuring that your Authorised Contact understands and complies with these terms and conditions; and
  - 3.4.5 you are bound by all actions on the Website conducted by your Authorised Contact.
- 3.5 If you are an Administrator who has authorised another individual to act as an Authorised Contact for the Customer for which you are an Administrator, you agree and acknowledge that:
- 3.5.1 the relevant Customer has properly directed you to authorise the individual as an Authorised Contact;
  - 3.5.2 you are responsible for ensuring that the Authorised Contact understands and complies with these terms and conditions; and
  - 3.5.3 you are bound by all actions on the Website conducted by the Authorised Contact.
- 3.6 If you are a Customer or an Administrator, you must advise us in writing if you cancel the authority of any Authorised Contact to access and use the Website, or if any Authorised Contact dies or is no longer able to act on the relevant Customer's behalf for any reason. We will process the cancellation as soon as practicable after we receive your cancellation request in writing. In the event such authority is cancelled, you are responsible for and bound by all actions on the Website conducted by the Authorised Contact until such time as cancellation of the authority is processed.

## 4 PERSONAL DETAILS

- 4.1 If you are an Authorised Contact, you must provide accurate, complete and current personal details and information upon registration as an Authorised Contact and at all times during the use of the Website (including, if you are an Administrator, in respect of other Authorised Contacts).
- 4.2 If you are an Authorised Contact for a Customer, you may update any change in your details via the Customer Portal or by contacting CBH Marketing and Trading via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600.
- 4.3 If you are an Administrator for a Customer, you may update any change in your details or the details of any other Authorised Contact for the Customer via the Customer Portal or by contacting CBH Marketing and Trading via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600.
- 4.4 CBH reserves the right to follow up and make enquiries as to the veracity of any change request.

## 5 PRIVACY POLICY

You acknowledge that you have read and understood our Privacy Policy at the CBH Website 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 (or if you are a Customer, your Authorised Contact(s)) with certain non-exclusive rights to access and use this Website in accordance with the level of authority designated to you (or your Authorised Contact) by the Administrator, including to:
- 6.1.1 view material contained on the Website;
  - 6.1.2 access material contained on the Website; and
  - 6.1.3 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 agree and acknowledge that these terms and conditions are supplementary to and do not in any way limit the Contract.

## 9 SECURITY OF PASSWORD

9.1 You must protect the security of your computer, laptop, tablet, smartphone or other portable electronic device ("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 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 trading limits, financial information and personal information of Authorised Contacts;

9.1.2 ensuring that if and when you change your Password, you comply with the password rules contained in clause 9.3;

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 person, authorised or otherwise, is using your PAN and Password or, if you are a Customer, your Authorised Contact's PAN and Password.

### 9.3 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:

9.3.1 it must be between 12 and 64 characters; and

9.3.2 it must have at least three of the following; a lowercase letter, an uppercase letter, a number, a symbol.

## 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, upgrades and other scheduled or unscheduled outages. 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 the CBH Marketing and Trading Team to enable us to investigate the possible reason.

## 11 GENERAL USE OF WEBSITE

11.1 You agree:

11.1.1 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;

11.1.2 not to impersonate any other person;

11.1.3 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;

11.1.4 to use the Website in a manner consistent with all applicable local, state, national and international laws and regulations;

11.1.5 not to post or transmit any unsolicited advertising or promotional materials;

11.1.6 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;

11.1.7 not to use or permit to be used, any Automated Systems. For the purposes of this clause 11.1.7 "Automated Systems" includes any form of artificial intelligence, robotic processing agent, algorithm, script or other software program that operates or interacts autonomously with the Website, including by simulating any of the human processes required to use the Website; and

11.1.8 to report promptly to us any breach of these terms and conditions by a user of the Website.

11.2 All information provided by us on the Website is provided in good faith. You agree and acknowledge that any information provided by us is general information and is not in the nature of advice.

- 11.3 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.
- 11.4 If you fail to comply with the terms of use set out in clause 11.1 we reserve the right to suspend your access to the Website and, where applicable, review any agreements you entered into with us during any period of non-compliance.

## 12 **DISCLAIMER**

- 12.1 Information on the Website is updated at differing frequencies depending on where the information is obtained from. Generally, information relating to the trading limits of a Customer 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. We do not warrant that your access to the Website will be uninterrupted, timely or secure.
- 12.2 We do not warrant that any material you submit to the Website will be protected against loss, misuse or alteration by third parties.
- 12.3 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.
- 12.4 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.
- 12.5 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. 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 or any suspension or discontinuance of the service.
- 12.6 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 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.
- 12.7 Subject to clause 15, 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.

## 13 **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.

## 14 **WARNINGS**

- 14.1 You must ensure that your access to the Website is not illegal or prohibited by laws which apply to you.
- 14.2 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.
- 14.3 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.
- 14.4 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.

## 15 **INDEMNITY**

- 15.1 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:
- 15.1.1 your use of this Website;
  - 15.1.2 a breach of these terms and conditions either by you or by any person using your email login, Password or Account, whether or not you have authorised that person to use your email login, Password or Account; or
  - 15.1.3 if you act negligently or fraudulently in connection with these terms and conditions or your use of the Website.
- 15.2 If you are a Customer, 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:

15.2.1 any Authorised Contact's use of this Website;

15.2.2 a breach of these terms and conditions either by your Authorised Contact or by any person using your Authorised Contact's email login, Password or Account, whether or not the Authorised Contact or you have authorised that person to use your Authorised Contact's email login, Password or Account; or

15.2.3 if your Authorised Contact acts negligently or fraudulently in connection with these terms and conditions or the Authorised Contact's use of the Website.

15.3 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.

## 16 COPYRIGHT

16.1 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:

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

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

without our prior written permission.

## 17 TRADE MARKS

17.1 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:

17.1.1 in or as the whole or part of your own trade marks;

17.1.2 in connection with activities, products or services which are not ours;

17.1.3 in a manner which may be confusing, misleading or deceptive; or

17.1.4 in a manner that disparages us or our information, products or services (including the Website).

## 18 FEES AND CHARGES

18.1 There are currently no fees and charges associated with access to the Website other than having appropriate access to the internet, which is your sole responsibility. However we reserve the right to impose fees and charges should we see fit to do so at any time in the future upon 90 days' notice and transactions initiated by you online through the Website may result in you having to pay fees or charges which will be your responsibility.

## 19 PROCEDURE FOR HANDLING ERRORS AND DISPUTES

19.1 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 contacting the CBH Marketing and Trading Team via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600.

19.2 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.

19.3 If you think there is an error in any information provided on the Website you must tell us immediately by contacting the CBH Marketing and Trading Team via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600.

19.4 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.

19.5 If we are unable to resolve the matter immediately you may lodge a complaint in writing and we will advise you in writing of the steps we will take to investigate the matter further.

19.6 Within 21 days of receiving from you the full details of your complaint, we will advise you in writing of either:

19.6.1 the outcome of our investigation; or

19.6.2 the need for more time to complete our investigation.

19.7 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.

## 20 **TERMINATION OF ACCESS**

- 20.1 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.
- 20.2 You may terminate your access to this Website by contacting the CBH Marketing and Trading Team via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600.
- 20.3 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.

## 21 **WAIVER**

- 21.1 No right under these terms and conditions shall be deemed to be waived except by notice in writing.
- 21.2 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.

## 22 **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.

## 23 **GOVERNING LAW**

- 23.1 These terms and conditions shall be governed by and construed in accordance with the laws of the State of Western Australia.
- 23.2 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.

## 24 **CONTACT**

- 24.1 You can contact us by contacting the CBH Marketing and Trading Team via [MandTMarketing@cbh.com.au](mailto:MandTMarketing@cbh.com.au) or +61 8 9237 9600. 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](mailto:info@cbh.com.au) link on the CBH Website "Contact Us" page.
- 24.2 Should we need to contact you we will assume that the contact details you have last recorded on the Website or have otherwise advised to us are current and correct.