

Grower Pricing Portal Terms and Conditions



1. General

- 1.1 The Website and the Grower Pricing Portal are the property of QCS.
- 1.2 Access to and use of the Website and the Grower Pricing Portal is conditional upon the Grower agreeing to these terms and conditions.
- 1.3 By signing a QCS Grower Pricing Agreement, and/or by accessing and using the Grower Pricing Portal, the Grower agrees to be bound by these terms and conditions.
- 1.4 QCS reserves the right to amend these terms and conditions from time to time.
- 1.5 These terms and conditions will be published on the QCS website and a copy of these terms and conditions can also be obtained from QCS.
- 1.6 The Grower commits to checking the terms and conditions from time to time.
- 1.7 Use of the Grower Pricing Portal after any amendments have been made to these terms and conditions (and advised to the Grower) constitutes acceptance of any amendments to these terms and conditions.

2. Access

- 2.1 The contents of the Website and the Grower Pricing Portal are owned by QCS.
- 2.2 To gain access to the Grower Pricing Portal, QCS will issue the Grower with a confidential and unique username and password.
- 2.3 The Grower is responsible for assigning user rights in accordance with clauses 3, 4 and 5 to Users.
- 2.4 Each User will have their own username and password, which represents the User's electronic signature, and is used by QCS to identify the user.
- 2.5 Each User can access the Grower Pricing Portal by entering the User's username and password at:
 - 2.5.1 <https://portal.qcs.com.au/Main/Home/Login>
 - 2.5.2 The Grower Login area of the Mackay Sugar website at www.mkysugar.com.au
- 2.6 Each User agrees to keep their username or password confidential and to inform QCS immediately if their username and password are no longer confidential.
- 2.7 Each User consents to QCS issuing them a new username and/or password in the event that the User requests a new username or password.
- 2.8 The Grower can assign different user rights to parties (in accordance with clause 3, 4 and 5), as follows:
 - 2.8.1 Pricing User:
 - 2.8.1.1 A Pricing User is able to access all information pertaining to pricing, plus place, amend and cancel orders for pricing.
 - 2.8.1.2 A Pricing User's actions on the Grower Pricing Portal may create legally binding obligations on the Grower in that same way as if a physical contract had been signed.
 - 2.8.1.3 Where QCS receives instructions or information from a Pricing User, QCS will treat those instructions or information as being sent from the Grower.
 - 2.8.2 Read Only User:
 - 2.8.2.1 Read Only Users have access to all information pertaining to pricing, however, cannot issue instructions to QCS relating to pricing activities.

- 2.9 A User can change their password and other contact details via the relevant area of the Grower Pricing Portal.
- 2.10 The Grower is responsible for notifying QCS of any changes to their circumstances that would prevent any User's from being authorised to issue orders for pricing sugar for any farm. For example, if the Grower has sold a farm, it must notify QCS immediately upon finalisation of the sale, so that QCS can amend user rights accordingly.
- 2.11 QCS does not accept any liability for any losses, damages or costs caused by the Grower not notifying QCS in a timely manner of any changes to the Grower's circumstances.

3. Pricing User

- 3.1 The Grower is required to nominate an individual as a Pricing User for their account.
- 3.2 The Grower nominates an individual to be a Pricing User by completing a *Nominated User Form* provided by QCS.
- 3.3 The *Nominated User Form* must be signed by all signatories to the ABN/s in the Grower's account.

4. Read Only User

- 4.1 The Grower may nominate any number of individuals as Read Only Users for their account.
- 4.2 The Grower nominates an individual to be a Read Only User by completing the *Nominated User Form* provided by QCS.
- 4.3 The *Nominated User Form* must be signed by all signatories for the ABN/s listed in the Grower's account.

5. Amendment to Users

- 5.1 The Grower may remove a Pricing User or Read Only User at any time by completing an updated *Nominated User Form* as provided by QCS.
- 5.2 Until QCS receives an updated *Nominated User Form* from the Grower, it will continue to accept instructions from the Pricing User.
- 5.3 The Grower will be liable for any actions of the Pricing User on the Grower Pricing Portal and releases QCS from all liability arising from QCS acting in accordance with instructions received from the Pricing User, or another person accessing the Growing Pricing Portal as a Pricing User.

6. Privacy

- 6.1 Information disclosed by the Grower on the Grower Pricing Portal may be disclosed to QCS's related bodies corporate and its contractors and advisors. QCS and its related bodies corporate and their contractors and advisors will only use this information to manage their business dealings with the Grower, for example to:
 - 6.1.1 Provide the Grower with requested products or services;
 - 6.1.2 Manage the Grower's payments or accounts;
 - 6.1.3 Inform the Grower of any products or services QCS offers; and
 - 6.1.4 Comply with legal obligations.
 - 6.1.5 The Grower may request to access any personal information QCS holds in relation to the Grower, subject to the *Privacy Act 1988* (Cth).

7. Disclaimer

- 7.1 QCS makes no representations or warranties as to the accuracy, reliability or completeness of any information on the Website or the Grower Pricing Portal. The Grower should obtain

independent advice and conduct their own investigations as to the accuracy, reliability and completeness of the information on the Website or the Grower Pricing Portal.

7.2 QCS does not warrant that:

7.2.1 The Grower Pricing Portal is compatible with the Grower's computer equipment or that the Grower Pricing Portal and its server are free of viruses; and

7.2.2 Access to the Grower Pricing Portal and associated services will be continuous, uninterrupted, timely or without error.

7.3 QCS excludes all liability, direct and indirect to the Grower and their appointed agents arising out of, or in connection with:

7.3.1 Any incompatibility, errors, viruses or interruptions arising from use of the Website or the Grower Pricing Portal;

7.3.2 Any use of the Website or Grower Pricing Portal or its content; and

7.3.3 Any negligence (including acts or omissions) of QCS staff, agents or contractors.

7.4 The Grower acknowledges that:

7.4.1 They have not relied on any statement, representation, warranty, conduct or undertaking made or given by QCS or any person on its behalf; and

7.4.2 They have relied on their own judgement in electing to accept these terms and conditions.

8. Indemnity

8.1 The Grower agrees to indemnify QCS against all loss (including consequential loss and losses under any hedging or pricing entered into by QCS) arising directly or indirectly from any act or omission of any Pricing User or Read Only User.

9. Intellectual Property

9.1 QCS owns the copyright, trademarks and other rights in the contents of the Website and the Grower Pricing Portal.

9.2 The Grower agrees not to copy, adapt, reproduce (other than for the purpose of viewing the website in a browser), store, modify, distribute, print, upload, display, perform, remove any credits, publish or distribute the contents of the Website or the Grower Pricing Portal or commercialise any information obtained from any part of the Website or the Grower Pricing Portal without QCS's consent.

10. Confirmation of Orders

10.1 The Grower Pricing Portal has a multi-step authentication process that may include the following steps:

10.1.1 Re-entering of password;

10.1.2 Entering of a One Time PIN (OTP) that has been sent electronically to the User.

10.2 The Grower acknowledges that by completing the multi-step authentication process, they are confirming their acceptance of the order that they are placing.

10.3 Any orders received by QCS from a username with Pricing User rights will be considered confirmed orders.

10.4 Any orders in place at 2:30pm each Business Day will be taken as confirmed, and may be placed by QCS directly into the appropriate market.

10.5 Any orders in place at 2:30pm each Business Day cannot be cancelled until the following Business Day.

10.6 The Grower accepts any and all liability for all orders that are placed under their username and

password on the Grower Pricing Portal.

10.7 Any confirmed order remains in place until either:

10.7.1 The Grower places an alternative order for that farm in that Season; or

10.7.2 The Grower elects to cancel all current orders for that farm in that Season; or

10.7.3 The Grower's previously placed and confirmed order has a pricing fill applied against it (in which case the order may be completely or partially filled).

11. Governing law and jurisdiction

11.1 These terms and conditions are governed by the laws of Queensland and the Commonwealth of Australia.

11.2 If a dispute arises regarding these terms and conditions, you agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

11.3 If you access the Website in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

12. Definitions

In these terms and conditions:

Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Brisbane, Queensland.
CSPA	The cane supply and processing agreement between the Grower and MSL governing the sale and purchase of cane.
Commodity Marketing Agreement	The agreement by which MSL sells to QCS sugar to be marketed by QCS.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
GEI Sugar	The sugar for a Season manufactured from cane for which the Grower has the sale price exposure for under the CSPA and which is calculated as per Annexure D of the CSPA.
Grower	A cane grower who supplies MSL under a CSPA and who has nominated QCS as its GEI marketer for all or part of the Grower's GEI Sugar for a Season.
Grower Pricing Portal	The secure section of the Website where a grower can manage sugar price risk associated with their QCS-nominated GEI sugar allocated to forward pricing options and other pricing options as determined by QCS from time to time.
MSL	Mackay Sugar Limited (ABN 12 057 463 671).
QCS	Queensland Commodity Services Pty Ltd (ABN 35 163 077 601).
Season	The cane processing season established each year in accordance with Annexure A of the CSPA.
User	means a Pricing User or a Read Only User (as the context requires).
Website	www.qcs.com.au or such other website address as notified by QCS from time to time.