

Terms & Conditions for DailyGrain® Membership

DailyGrain Pty Ltd (**DailyGrain**) is a wholly-owned subsidiary of Co-operative Bulk Handling Limited (**CBH**).

DailyGrain® is owned and operated by Co-operative Bulk Handling Ltd (ABN 29 256 604 947). This document sets out the terms and conditions that apply to all websites and services that display DailyGrain logos.

Terms and conditions

Use of our sites and services is subject to these terms and conditions. If you do not agree to these terms then do not use our sites or subscribe to our services.

We reserve the right to update our terms and conditions at any time and will post such changes on our sites.

In our terms & conditions **we**, **us** and **our** refer to Co-operative Bulk Handling Ltd (ABN 29 256 604 947) trading as DailyGrain. **Our sites** and **services** refers to any websites operated by Co-operative Bulk Handling Ltd (ABN 29 256 604 947) trading as DailyGrain and any internet or email based services provided by Co-operative Bulk Handling Ltd (ABN 29 256 604 947) trading as DailyGrain.

Privacy Policy

Introduction

CBH is committed to treating the personal information it collects in accordance with the Australian Privacy Principles outlined in the Privacy Act 1988 (Cth) (**Privacy Act**).

This Privacy Policy sets out how CBH handles personal information about you in a fair and responsible manner.

CBH may modify this Privacy Policy from time to time to reflect its current privacy practices.

A reference to "CBH" in this Privacy Policy means a reference to one or more members of the CBH Group which includes all of CBH's 100%-owned subsidiaries such as DailyGrain.

What personal information does CBH collect and hold?

The type of personal information CBH collects and holds will depend on how you interact with CBH. CBH may collect personal information about you which allows CBH to carry on its business and provide services to you, including names, addresses, dates of birth, occupation, banking information, type of grain grown, amount of grain grown, interests, hobbies and similar information. CBH may also collect and hold credit information.

This information may be collected directly from you in a number of ways, for example, as a response to a request for information made by CBH, as part of any forms you may need to submit to CBH or during the process of entering into an agreement with CBH for the purchase or sale of goods and services.

Collection Statements

At or before the time CBH collects personal information, CBH will take reasonable steps to ensure that you are made aware of who CBH is, the purpose of the collection, the organisations to who CBH would usually disclose information as part of providing services to you, the fact that you are able to gain access to the information held about you and the main consequences for you if all or part of the information is not collected.

What sensitive information does CBH collect and hold?

In some circumstances CBH may have to collect sensitive information (as defined in the Privacy Act), specifically health information related to individuals who have been involved in an accident or incident on the CBH premises. CBH will not collect this sensitive information without the consent of the individual concerned and CBH will only retain that information as a record related to the accident or incident. With respect to sensitive information related to employees or potential employees CBH will only use the sensitive information contained in its employee records in a manner and for a purpose consistent with the employment or former employment (as the case may be) of the individual concerned.

How does CBH use personal information?

The primary purposes for which CBH collects and uses personal information are:

- providing you with services focused on the marketing, handling, optimisation, storage and transport of grain and oil seed;
- identifying people authorised to deal with grain entitlement;

- purchasing grain from you;
- providing you with grain you have purchased from CBH;
- maintaining records in relation to entitlement to grains, oilseeds and pulses;
- making payment to you and receiving payment from you;
- measuring, developing and implementing products and services for you;
- activities and initiatives within the agriculture and transport industries; and
- studying the promotion and development of Australian agricultural resources.

CBH may also use personal information to provide you with industry and marketing information, benefits and offers. If CBH does use personal information in this way you will have the right to opt-out from receiving this information by following the details of any opt-out procedures contained within the material or by contacting CBH as outlined in this Privacy Policy.

You can also opt-in, that is you may elect to receive certain materials that CBH have available for distribution. Please see the CBH website for details of the information or promotional materials that you may elect to receive. If you do elect to receive certain materials and provide us with personal information to allow us to do so, we will not disclose that information.

When does CBH disclose personal information?

CBH only discloses personal information in accordance with the purpose for which it was collected, as permitted by law or otherwise with your consent which may at times be implied from your dealings with CBH. For instance, if you transfer grain owned by you and held within CBH to a particular marketer CBH is entitled to assume that you will want CBH to notify that marketer that you have transferred an entitlement to a specified portion of grain.

CBH may also disclose personal information in the promotion and development of Australian agricultural resources either internally or through consultants. Generally CBH will de-identify and aggregate any information provided to people or organisations external to CBH such that you cannot be identified. In addition, CBH will require any external service provider to maintain the confidentiality of that personal information.

Disclosure to overseas recipients

In general CBH does not provide any of your personal information to overseas recipients unless permitted by law. However, CBH may be required to disclose information to its related bodies corporate which are located overseas in jurisdictions currently including, but not limited in the future to, the United States, Japan, the Netherlands and Hong Kong.

It is possible that you may also elect to transact with a foreign entity registered in and doing business in Australia. In those circumstances, where CBH provides information to that entity as expressly or impliedly authorised by you, it is possible that the information may be transmitted overseas. CBH is not able to specify the countries to which that information is transmitted and you should check the privacy policy of any party with which you are transacting.

CBH may use cloud computing solutions or data storage located overseas, in which case information may be stored under the control of CBH on computer servers located outside of Australia. Where this occurs it is predominantly located in the United States of America and Canada.

Cookies and Beacons

CBH may store some information (**cookies**) on your web browser. This is to enable you to view and log in to all CBH services, to allow CBH to tailor services to individual preferences and to save you time if you visit the site again. They may also help CBH study the browsing patterns of website users and improve the website design and content.

Most internet browsers allow you to set them to warn you before a cookie is stored or block cookies altogether. If you decline some cookies it may impede your ability to properly view or log into all the facilities on the website.

How does CBH manage my credit information?

CBH may collect your credit information as part of a credit application form submitted by you in the course of doing business with CBH, for example as part of the Pre-Pay Advantage Application. CBH may ask for your information (for example, name, address, statement of assets and liabilities) in order to allow CBH to conduct a commercial credit check to determine your credit eligibility.

CBH may disclose your credit information to the credit reporting body with whom it works, which is www.veda.com.au.

CBH does not disclose your credit information to third parties located overseas.

You can access your credit information, seek to correct your credit information or make a complaint as outlined in this Privacy Policy.

How does CBH keep your personal information secure?

Once CBH receives your personal information it takes reasonable steps to keep your personal information secure and protect it from unauthorised access, modification, disclosure, loss and misuse.

CBH implements both physical and technological security measures to protect personal information. Physical measures include secure storage and use of security passes to access the CBH office while technological security measures include firewalls, the use of encryption and passwords and restriction of access to personal information unless necessary for the uses outlined in this Privacy Policy.

However, CBH cannot guarantee that any information that can be accessed or transmitted on the internet is entirely secure. Ultimately you are solely responsible for keeping your passwords and/or account information confidential and you should be careful and responsible whenever you are online.

CBH retains your personal information only for as long as necessary to fulfil the purposes for which the information was collected, as required by law or in accordance with CBH records management procedures.

How do I access my personal information?

If you believe that CBH has personal information relating to you please send your enquiry to:

Post CBH Privacy Officer
 Gayfer House
 30 Delhi Street
 WEST PERTH WA 6005

Fax (08) 9322 3942

Phone (08) 9237 9600

Email privacy@cbh.com.au

CBH will investigate whether it holds any relevant information on you, and if so, notify you of the types of information that it holds. CBH will endeavour to respond to you as quickly as is reasonably possible, but in any event will ensure that you have a response within 30 days of your request, including any reasons for refusing to allow access to all, or part, of the personal information.

CBH may be entitled to withhold all or some of the information from you where it considers that:

- to provide access would:
 - in the case of personal information, pose a serious and imminent threat to the life or health of any individual;
 - or
 - in the case of health information, pose a serious threat to the life or health of any individual;
- to provide access would have an unreasonable impact upon the privacy of other individuals;
- the request for access is unreasonable or frivolous;
- the information relates to existing or anticipated legal proceedings between CBH and you and the information would not be accessible by the process of discovery in those proceedings;
- providing access would reveal CBH's intentions in relation to negotiations with you and would prejudice those negotiations;
- providing access would be unlawful, likely to prejudice an investigation of possible unlawful activity, or likely to interfere with the administration of the law or impact on related matters (for example, where an enforcement body has lawfully requested CBH do not disclose the information for national security reasons); or
- the provision of the information would reveal a commercially sensitive decision making process. In these circumstances CBH may provide an explanation for the commercially sensitive decision rather than direct access to the information.

Costs

CBH will not charge you for making a request for access to personal information. However, CBH may, at its discretion, charge you for the reasonable costs incurred in providing you access to that information (for example, staff costs in searching for, locating and retrieving the information, copying and sending the information, etc.).

How do I correct personal information?

If, following access to personal information stored by CBH, you consider that the information is incorrect, you may ask CBH to correct the information. CBH will respond to any such request within a reasonable time. If CBH refuse to amend the information stored it will provide you with the reasons for its refusal, unless it would be unreasonable to provide those details (for example, where providing reasons would prejudice an investigation of unlawful activity or enforcement action by an enforcement body).

How do I make a complaint?

If you are unhappy with the decision:

- to refuse access to personal information; or
- to refuse to correct the personal information,

you may advise CBH in writing and CBH will respond within a reasonable timeframe. If you are still unhappy with the decision you may make a complaint to the Australian Information Commissioner or to a recognised external dispute resolution scheme of which you are a member.

Contact details for the Australian Information Commissioner are:

Office of the Australian Information Commissioner

Website: www.oaic.gov.au

Phone: 1300 363 992

Email: enquiries@oaic.gov.au

Links

The CBH website may contain links to other websites and those third party websites may collect personal information about you. CBH are not responsible for the privacy practices of other businesses or the content of websites that are linked to the CBH website. CBH advises you to read the privacy statements of each and every website that you access through the CBH website.

Use of Information on Sites

You may browse our sites for personal entertainment and information. However, you may not copy, distribute, modify, transmit, or revise the contents of our site or any part of it without our express written permission. This includes copying, forwarding or otherwise distributing emails or reports that are part of our DailyGrain service. Anything you download from our site with our permission is under a grant of license; we do not transfer title to the image or any software to you.

Intellectual Property and Trademarks

All names, logos, and marks appearing on our sites or services, except as otherwise noted, are trademarks owned by us or used by us under license.

No logos graphic, image or sound from our sites or services may be copied, reproduced or redistributed unless express permission is given by us.

The use or misuse of these trademarks or any other content on our sites and services, except as provided in these terms and conditions or in the site content, is strictly prohibited. Nothing contained on our sites or services shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without our prior written permission.

Posting of Information

Except for any personal information we may collect from you which is governed by our Privacy Policy (see above), any communication or material you post or transmit to us over the internet is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any communication or material to our sites, you agree that we may use your communication as material for any purpose, including reproduction, transmission, publication, broadcast, and posting.

Subscription to paid services

Where you subscribe to a service of ours for a fee (including the DailyGrain Price Reports) the following terms shall apply.

- We will endeavour to provide our services to you in a timely manner; however in no event will we be liable to you in any way in respect of any delay in the supply of our services as a consequence of any cause beyond our reasonable control.
- We may refuse to supply our services to you if any payment due to us by you is outstanding.
- If you change your email or other contact details you are responsible for notifying us of these changes. We take no responsibility for replacing our services where they have been sent to a previous contact address as where you did not notify us of a change of contact details in a timely manner.
- Where any of our services have been provided to you and you fail to pay us for these services then we may take action against you to recover any unpaid amounts together with interests and our reasonable costs in recovering any unpaid amounts.
- We do not make any assurances with regard to the accuracy, completeness or suitability of any information or advice provided through our services. All documents could contain technical inaccuracies or typographic errors.
- Where any of our services require you to have a user-name and password you will choose them. It is your responsibility to keep your user-name and password confidential and you are responsible for all purchases, and other activities that occur under your user-name and password.
- The copying, reproduction or redistribution of information and advice provided through our services is strictly prohibited.

Disclaimer and limitation of liability

While we use reasonable efforts to include accurate and up to date information on our sites and services, we make no warranties or representations about the accuracy or completeness of the content of our sites, services or of the content of any sites linked to ours. Certain information (including price indications/comparisons) is prepared from a wide variety of sources and from third parties and we take no responsibility for the accuracy of such information and cannot be held responsible for information provided by outside sources or from third parties. We assume no liability or responsibility for any errors or omissions in the content of our sites and services. We have not reviewed the sites that might be linked to our sites, and we are not responsible for the content of any of those sites.

We provide the contents of our sites and services for general informational and convenience purposes only which means it does not account for your specific needs, financial situation or objectives. You should make your own enquiries about the information contained on our sites, in particular any price or comparison information, and we strongly suggest you seek independent advice before acting upon any information supplied by us. We shall not be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of access to or use of or reliance upon any content of our sites, services or the content of any site or sites linked to any of ours.

To the full extent permitted by law we exclude all conditions and warranties not expressly set out in these terms and conditions. Except as specifically set out elsewhere in these terms and conditions, we make or give no express or implied warranties including, without limitation, the warranties of the completeness or accuracy or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any of our services provided under these terms and conditions. No oral or written information or advice given by us, our agents, representatives or employees shall create a warranty or in any way increase the scope of the express warranties given.

Jurisdiction

Any legal issues arising in connection with our sites or services shall be governed by and construed in accordance with the laws of Western Australia.

Security and Policy Changes

If we change our privacy policy or our terms and conditions, we will post these changes immediately on our sites. We encourage you to check our sites periodically to ensure that you are aware of our current privacy policy, terms and conditions.

How to contact us

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Fax : +61 (08) 9422 9255

Email : info@dailygrain.com.au

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