

# TERMS OF USE

Nutrien Ag Solutions Limited (ABN 73 008 743 217)

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## 1. GENERAL

Welcome to the Nutrien Ag Solutions websites operated by Nutrien Ag Solutions. These Terms of Use sets out certain general conditions governing your use of all parts of the Nutrien Ag Solutions Websites. By using the Nutrien Ag Solutions Websites, you agree to all of the matters set out in these Terms of Use. There are other policies relevant to, and conditions governing, your use of particular parts of the Nutrien Ag Solutions Websites (including the Nutrien Ag Solutions Privacy & Security Policy). By using the Nutrien Ag Solutions Websites, you similarly agree to those conditions, which are supplementary to the conditions contained in these Terms of Use.

## 2. DEFINITIONS

Where used in these Terms of Use:

**Conditions** means those contained in these Terms of Use, together with the Nutrien Ag Solutions Privacy & Security Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Nutrien Ag Solutions Websites;

**Content** means the information made available to you through the Nutrien Ag Solutions Websites and/or a Service;

**Nutrien Ag Solutions** means Nutrien Ag Solutions Limited (ABN 73 008 743 217), the primary operating company of the Nutrien Ag Solutions Group and its related bodies corporate in Australia;

**Nutrien Ag Solutions Group** means all of those companies that are subsidiaries of Nutrien Ag Solutions' parent company, Nutrien Inc (TSX:NTR, NYSE:NTR);

**Nutrien Ag Solutions Privacy & Security Policy** means the policy named as such and available from the [Privacy & Security Policy page](#);

**Nutrien Ag Solutions Websites** means the World Wide Web sites of Nutrien Ag Solutions and its related bodies corporate in Australia;

**Material** means text, illustrations, photos, audio, video, any combination of these or other material.

**Non-secure Website Areas** means all areas of the Nutrien Ag Solutions Websites other than the Secure Website Areas;

**Secure Website Areas** means any areas of the Nutrien Ag Solutions Websites to which access is password controlled;

**Service** means all or any of the applications contained on or accessible from the Nutrien Ag Solutions Websites;

**Terms of Use** means this document containing the terms, conditions and notices relevant to your use of the Nutrien Ag Solutions Websites; and

**you** or **your** means a person who accesses the Nutrien Ag Solutions Websites and/or a Service.

## 3. BASIS OF PROVISION

3.1 The Nutrien Ag Solutions Websites and each Service rely in part on factors outside Nutrien Ag Solutions' control and Nutrien Ag Solutions does not provide any guarantee that the Nutrien Ag Solutions Websites or any Service is fault-free.

3.2 Without liability to you, Nutrien Ag Solutions may at any time and without notice to you:

3.2.1 shut down or suspend the Nutrien Ag Solutions Websites or any Service, or disconnect or deny you access to the Nutrien Ag Solutions Websites or any Service; and

3.2.2 make improvements and/or changes to the Nutrien Ag Solutions Websites, any Service or the Content.

## 4. PERSONAL INFORMATION YOU PROVIDE

4.1 Where you provide personal information to Nutrien Ag Solutions electronically through the Nutrien Ag Solutions Websites, you must provide accurate, complete and current information. You agree to update this information from time to time to ensure that its accuracy, completeness and currency is constantly maintained.

4.2 You agree that you have read and understood the Nutrien Ag Solutions Privacy & Security Policy and that Nutrien Ag Solutions, as a member of the Nutrien Ag Solutions Group, will deal with personal information supplied by you in connection with your use of the Nutrien Ag Solutions Websites and/or a Service in accordance with the terms of that policy.

## 5. USE OF THE NUTRIEN AG SOLUTIONS WEBSITES/SERVICE

5.1 In using the Nutrien Ag Solutions Websites and/or a Service, you agree:

5.1.1 to maintain the confidentiality of all your Service identification and log-in information;

5.1.2 that you are responsible for any disclosure or loss of Service identification or log-in information;

5.1.3 to notify Nutrien Ag Solutions immediately if you lose your Service identification or log-in information;

5.1.4 to comply with all directions of Nutrien Ag Solutions relating to the use of a Service;

5.1.5 that you are entirely responsible for all activities that occur under or in respect of any Service account you open;

5.1.6 that you will immediately notify Nutrien Ag Solutions of any unauthorised use of a Service account or other breach of security of which you are aware;

5.1.7 that the Content is valuable information and belongs exclusively to Nutrien Ag Solutions; and

5.1.8 not to alter the Content or develop any derivative works from the Service.

## 6. WHAT YOU MUST NOT DO

6.1 In using the Nutrien Ag Solutions Websites and/or a Service, you agree that you must not, whether directly or indirectly:

6.1.1 carry out activities, or post or transmit any information or Material, which infringe a third party's rights, are contrary to any relevant standards or codes or breach any laws or regulations;

6.1.2 interfere with another individual's or entity's use and enjoyment of a Service or similar services;

6.1.3 conduct or send surveys, contests, pyramid schemes, chain letters, junk email, spamming or other duplicative or unsolicited messages (whether commercial or otherwise);

6.1.4 defame, harass, stalk or threaten any person;

6.1.5 publish or distribute any defamatory, obscene, indecent or unlawful material or information that could otherwise give rise to civil or criminal proceedings;

6.1.6 advertise or offer to sell or buy any goods or services;

6.1.7 collect information about others, including email addresses;

6.1.8 create a false identity for the purpose of misleading others as to the identity of the sender or the origin of any message;

6.1.9 transmit or upload any computer programs or other material in breach of any intellectual property laws, rights of privacy or any other applicable laws;

6.1.10 interfere with or disrupt networks connected to a Service or violate the regulations, policies or procedures of such networks; or

6.1.11 attempt to gain unauthorised access to a Service, other accounts, computer systems or other networks connected to a Service, through password mining or any other means. This includes, without limitation:

6.1.11.1 attempting to access information or data for which the user has no authorisation;

6.1.11.2 attempting any breach of system or network security;

6.1.11.3 attempting to introduce a virus to Nutrien Ag Solutions' computer system or network;

6.1.11.4 sending unsolicited e-mails through Nutrien Ag Solutions' computer system or network.

6.2 Any violations of a Service, the Nutrien Ag Solutions Websites or any Nutrien Ag Solutions system or network security may result in civil or criminal liability.

## 7. NUTRIEN AG SOLUTIONS MAY MONITOR THE SERVICE

Without limiting the terms of the Nutrien Ag Solutions Privacy & Security Policy, you acknowledge that Nutrien Ag Solutions may (but is not obliged to) monitor your use of any Service.

## 8. CHANGES TO THESE TERMS OF USE

Nutrien Ag Solutions may vary any of the conditions contained in these Terms of Use at any time by posting notice of any variations on this page. Your continued access to the Nutrien Ag Solutions Websites or use of a Service after such notice will constitute acceptance of the variation.

## 9. PERSONAL RIGHT

Unless otherwise agreed by Nutrien Ag Solutions, your right to use any Service that involves password controlled access is personal to you. You cannot give this personal right to someone else and you must not allow any other person to access or use the relevant Service using your password.

## 10. NUTRIEN AG SOLUTIONS WEBSITES ARE PROTECTED BY INTELLECTUAL PROPERTY LAWS

- 10.1 You acknowledge that:
- 10.1.1 copyright in the material accessible from the Nutrien Ag Solutions Websites (including all text, graphics, layouts and images) is owned by Nutrien Ag Solutions and certain third parties and all rights are reserved in that copyright; and
  - 10.1.2 registered and unregistered trademarks owned by Nutrien Ag Solutions (or other members of the Nutrien Ag Solutions Group) are displayed on and are also accessible from the Nutrien Ag Solutions Websites.
- 10.2 You must not use any copyright material or trademarks referred to above except in the manner described below. You may:
- 10.2.1 make temporary copies to the extent necessary to browse the Nutrien Ag Solutions Websites on screen; and
  - 10.2.2 unless otherwise stated, download or print a single copy of such copyright material and/or trademarks for personal, private or research use provided that, in doing so, you must not make any alterations to the copyright material or trademarks (including to any applicable copyright or trademark notice or disclaimer).

## 11. LINKS ARE NOT ENDORSEMENTS

- 11.1 Any links or frames connecting the Nutrien Ag Solutions Websites with other websites are for convenience only and do not mean that Nutrien Ag Solutions endorses or approves those responsible for those other websites or the information accessible from them.
- 11.2 Any links to or frames of the Nutrien Ag Solutions Websites are permitted, but Nutrien Ag Solutions reserves the right to prevent linking or framing immediately by giving notice.

## 12. BEWARE OF HACKERS AND VIRUSES

- 12.1 The World Wide Web exists across open, public networks that are neither secure nor private. You acknowledge and accept the risk that:
- 12.1.1 transmissions to or from the Nutrien Ag Solutions Websites may be intercepted, used and modified by third parties; and
  - 12.1.2 material obtained from or through the Nutrien Ag Solutions Websites may contain computer viruses and other defects.

## 13. SECURITY

- 13.1 Nutrien Ag Solutions is committed to protecting information received from users of the Nutrien Ag Solutions Websites and any transaction instructions between Nutrien Ag Solutions and users of the Nutrien Ag Solutions Websites.
- 13.2 Please refer to the Nutrien Ag Solutions Privacy & Security Policy, for details on how personal information Nutrien Ag Solutions collects through your use of the Nutrien Ag Solutions Websites will be managed.
- 13.3 Nutrien Ag Solutions has a number of security practices in place to protect the personal information of users of the Nutrien Ag Solutions Websites. This may include 128 Bit encryption of defined transactions that are made in the Secure Website Areas using secure socket layers (SSL) technology. This means that these transactions can only be intercepted in their encrypted form. Nutrien Ag Solutions also uses firewalls, intrusion detection and virus scanning technologies in order to protect information against unauthorised access and viruses. Access to Secure Website Areas is restricted via user IDs and passwords.
- 13.4 When accessing Secure Website Areas, you should use secure passwords that:
- 13.4.1 cannot be easily guessed;
  - 13.4.2 are not in written form; and
  - 13.4.3 are not disclosed to any third party.
- 13.5 Where you have registered for a function or Service accessible via the Nutrien Ag Solutions Websites which is password controlled, you should note that Nutrien Ag Solutions employees and agents will never contact you requesting your password. If you are contacted by an individual asking for your password, please notify Nutrien Ag Solutions at [auscompliance@nutrien.com](mailto:auscompliance@nutrien.com) of the request. Do not disclose your password to anyone.
- 13.6 In Non-secure Website Areas, any information supplied by you to Nutrien Ag Solutions will not be in an encrypted form, and you should be aware that there is a risk that a third party may attempt to intercept and/or read the information that you supply. Nutrien Ag Solutions will take all reasonable steps available to it to ensure the security of your information but accepts no responsibility for any loss or damage to you as a result of such interception.
- 13.7 To ensure your security you should always take your own precautions which include running reputable anti-virus software on your computer.
- 13.8 If you have any questions about security and the Nutrien Ag Solutions Websites, please contact the Nutrien Ag Solutions Privacy Officer at [auscompliance@nutrien.com](mailto:auscompliance@nutrien.com).

## 14. CONTRIBUTING MATERIAL

- 14.1 By uploading, transmitting, posting or otherwise making available any Material via the Nutrien Ag Solutions Websites, you:
- 14.1.1 license Nutrien Ag Solutions the non-exclusive, perpetual, irrevocable, royalty-free, worldwide rights to reproduce, communicate, edit, adapt and otherwise use any Material you upload to the Nutrien Ag Solutions Websites, including any feedback that you submit through the Nutrien Ag Solutions Websites, including via third-party applications (if any) available through the Nutrien Ag Solutions Websites (this includes the right to sublicense to others at Nutrien Ag Solutions' discretion);
  - 14.1.2 except where expressly stated otherwise, also grant each user of the Nutrien Ag Solutions Websites a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, edit and exploit your Material in any form and for any purpose, subject to the Conditions; and
  - 14.1.3 unconditionally waive all moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.
- 14.2 You warrant that:
- 14.2.1 you have the right to grant the abovementioned licences;
  - 14.2.2 you have all of the necessary rights, including copyright, in the Material you contribute, that your content is not defamatory and that it does not infringe any law; and
  - 14.2.3 the Material does not breach the Conditions.
- 14.3 You indemnify Nutrien Ag Solutions against any and all legal fees, damages and other expenses that may be incurred by Nutrien Ag Solutions as a result of a breach of the above warranties.
- 14.4 You agree that Nutrien Ag Solutions can use your Material in any way, now and in the future. Nutrien Ag Solutions reserves the right to review, modify, reject or remove any Material that, in Nutrien Ag Solutions' opinion, violates the Conditions or otherwise has the potential to harm, endanger or violate the rights of any person.
- 14.5 Nutrien Ag Solutions is not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Nutrien Ag Solutions Websites by any person other than Nutrien Ag Solutions. Furthermore, Nutrien Ag Solutions does not endorse any opinion, advice or statement made by any person other than Nutrien Ag Solutions.

## 15. DISCLAIMER AND LIMITATION OF LIABILITY

- 15.1 To the maximum extent permitted by law, neither Nutrien Ag Solutions nor any of Nutrien Ag Solutions' officers, employees, agents, contractors or related bodies corporate (including without limitation Nutrien Ag Solutions) or the officers, employees, agents, contractors or related bodies corporate of Nutrien Ag Solutions' agents, contractors or related bodies corporate will be liable in any way (including for negligence) for any loss, damage, costs or expenses suffered by you, or claims made against you, through or arising in connection with your use of the Nutrien Ag Solutions Websites or any Service, any failure to provide the Nutrien Ag Solutions Websites, any information ordinarily available from them or in connection with any products, services (including the Services) or information supplied, offered to be supplied or advertised through or via the Nutrien Ag Solutions Websites.
- 15.2 To the maximum extent permitted by law and subject to any express warranty, condition or representation agreed in writing by Nutrien Ag Solutions, all warranties, conditions and representations about the Nutrien Ag Solutions Websites, including the availability of the Nutrien Ag Solutions Websites or any Service for use, the products and services (including the Services) advertised or available to be supplied through or via the Nutrien Ag Solutions Websites and the information available from or linked to the Nutrien Ag Solutions Websites, are excluded.
- 15.3 Where a term is implied by law and that law prohibits provisions in a contract excluding or modifying liability under that term, then Nutrien Ag Solutions agrees to observe and adhere to that term. However, Nutrien Ag Solutions' liability for breach of such term will be limited, at Nutrien Ag Solutions' option, to one or more of the following:
- 15.3.1 in relation to goods:
    - 15.3.1.1 the replacement of the goods or the supply of equivalent goods;
    - 15.3.1.2 the repair of such goods;
    - 15.3.1.3 the payment of the cost of replacing the goods or acquiring equivalent goods; or
    - 15.3.1.4 the payment of the cost of having the goods repaired; and
  - 15.3.2 in relation to services:
    - 15.3.2.1 the supply of the services again; or
    - 15.3.2.2 the payment of the cost of having the services supplied again.

## 16. SEVERABILITY

If any provision contained in these Terms of Use is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability only and without invalidating the remaining provisions contained in these Terms of Use or affecting the validity or unenforceability of that provision in any other jurisdiction.

## 17. WAIVER

If Nutrien Ag Solutions does not act in relation to a breach by you of the Conditions, this does not waive Nutrien Ag Solutions' right to act with respect to subsequent or similar breaches.

## 18. INCONSISTENCY

You are bound by these Terms of Use and any conditions governing your use of a particular Service. If there is any inconsistency between any condition set out in these Terms of Use and any specific condition governing a particular Service, the specific condition governing use of the particular Service will prevail to the extent of the inconsistency.

## 19. APPLICABLE LAW

You agree that the laws of the State of Victoria in Australia apply to these Terms of Use and the Conditions generally. You submit to the non-exclusive jurisdiction of the courts of that State.

## 20. QUESTIONS

If you have any questions about these Terms of Use generally, please [contact us](#).