

## TERMS OF USE

Nutrien Ag Solutions Limited (ABN 73 008 743 217)

Updated: September 2023

### 1. GENERAL

Welcome to the Nutrien Ag Solutions websites and/or mobile apps and online platforms or services operated or provided by Nutrien Ag Solutions including payment facilities provided, managed or operated by Third Party Processors engaged by Nutrien Ag Solutions (collectively “**online services**”).

Access to online services is available to current and prospective customers of Nutrien Ag Solutions and their associated parties.

These Terms of Use set out certain general conditions governing your use of all parts of the Nutrien Ag Solutions online services. By using the online services, you agree to all of the matters set out in these Terms of Use and the Privacy Policy. There are other policies relevant to, and conditions governing, your use of particular parts of the online services. By using the online services, you also agree to those conditions, which are supplementary to the conditions contained in these Terms of Use.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND THE PRIVACY POLICY, AND YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY BY DOING ANY OF THE FOLLOWING: USING AN ONLINE SERVICE, DOWNLOADING A MOBILE APP, USING A PLATFORM OR ANY OF THE SERVICES, CONTENT, DATA, OR RESOURCES IN AN ONLINE SERVICE; OR REQUESTING THAT YOU BE REGISTERED FOR AN ONLINE SERVICE AND/OR AN ONLINE SERVICE BE UPLOADED FOR AND ON YOUR BEHALF; OR CLICKING (OR DIRECTING ANOTHER PERSON ON YOUR BEHALF TO CLICK) “ACCEPT” OR “AGREE” ON THE SIGN-IN SCREEN FOR ANY ONLINE SERVICE OR PLATFORM OR ACCEPTANCE OF ANY TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS IN FULL OR IF YOU ARE YOUNGER THAN 18 YEARS OF AGE, YOU MAY NOT ACCESS OR USE THE ONLINE SERVICES.

YOU ACKNOWLEDGE THAT NUTRIEN AG SOLUTIONS WOULD NOT ENTER INTO THESE TERMS OF USE TO PROVIDE YOU ACCESS TO THE ONLINE SERVICES WITHOUT THE LIMITATIONS ON NUTRIEN AG SOLUTIONS’ LIABILITY AND THE DISCLAIMERS AND EXCLUSIONS IN THESE TERMS OF USE.

### 2. DEFINITIONS

Where used in these Terms of Use:

**Account** means the online services user account established by you in accordance with clause 6;

**Associated Entities** has the meaning given to that term in the Corporations Act 2001 (Cth);

**Conditions** means these Terms of Use, together with the Nutrien Ag Solutions Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the online services;

**Content** means the information made available to you through the online services and/or a service;

**Customer** means the applicant, being the legal entity, under the relevant Trading Account application;

**Data** has the meaning set out in clause 14.1;

**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 Associated Entities;

**Nutrien Ag Solutions Group** means Nutrien Ag Solutions’ parent company, Nutrien Inc (TSX:NTR, NYSE:NTR) and its Associated Entities;

**Privacy Policy** means the privacy policy amended from time to time and available from the [Terms and Policies page](#);

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

**Non-secured Areas** means all areas of the online services other than the Secure Areas;

**Secure Areas** means any areas of the online services to which access is authenticated;

**Terms of Use** means this document containing the terms, conditions and notices relevant to your use of the online services;

**Trading Account** means the Customer’s trading account with Nutrien Ag Solutions; and

**you or your** means any person who uses the Nutrien Ag Solutions online services, establishes an Account or in respect of a Customer of Nutrien Ag Solutions whose Trading Account is linked to the online services provided under these Terms of Use, the Customer and any director, partner or authorised representative of the Customer as notified in writing.

### 3. BASIS OF PROVISION

3.1 The online services rely in part on factors outside Nutrien Ag Solutions’ control and Nutrien Ag Solutions does not provide any guarantee that the online services are 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 all or part of the online services or disconnect or deny you access to all or part of the online services; and

3.2.2 make improvements and/or changes to the online services or the Content.

### 4. PERSONAL INFORMATION YOU PROVIDE

4.1 Where you provide personal information to Nutrien Ag Solutions electronically through the online services, you must provide accurate, complete and current information.

You agree to update this information to maintain its accuracy, completeness and currency.

## 5. YOUR OBLIGATIONS

- 5.1 In using the online services, you agree:
- 5.1.1 to maintain the confidentiality of all your online services identification and log-in information;
  - 5.1.2 that you are responsible for any disclosure or loss of any online services identification or log-in information;
  - 5.1.3 to notify Nutrien Ag Solutions immediately if you lose your online services identification or log-in information;
  - 5.1.4 to comply with all directions of Nutrien Ag Solutions relating to the use of the online services;
  - 5.1.5 that you are responsible and liable for all activities that occur on or using any online services account you open, whether or not such activities are initiated by you, your authorised users or by any other party to whom you may have provided access, or by anyone else who may have gained access to your online services account;
  - 5.1.6 that you will immediately notify Nutrien Ag Solutions of any unauthorised use of the online services account or other breach of security of which you are aware or of any suspicion of unauthorised use of the online services account;
  - 5.1.7 that the Content is valuable information and belongs exclusively to the originator of that Content which could be Nutrien Ag Solutions, an individual or a third party;
  - 5.1.8 not to alter the Content or develop any derivative works from the online services accessible to you; and
  - 5.1.9 that any electronic communications or other means used in accessing or undertaking any transactions with Nutrien Ag Solutions, electronic transactions that bear your name or part of it or in respect of which you (or a person that you have authorised or has access to your online services account) has clicked 'I Agree' or 'I Accept' on the signing page, ordering or authorisation screen constitute your signature, acceptance and agreement to those transactions and underlying terms and conditions as if actually signed by you in writing, even if the transaction or communication is undertaken by you, or a person that you have authorised or has access to your online services account.

## 6. USING THE ONLINE SERVICES

- 6.1 To access certain online services, you may be required to register and create a user account.
- 6.2 If you have created an Account, you will be required to create a user ID for each individual you have authorised to access your Account. A user ID identifies and associates a user with the Account and is required before the user can use the online services.
- 6.3 Subject to these Terms of Use, Nutrien Ag Solutions grants to you, and you accept, a limited, conditional, revocable,

non-transferable, non-sublicensable, non-exclusive license to use one or more of the online services. Use of the online services is limited to your own internal business purposes and not for the benefit of third parties or reselling of the products or services. Use is limited to authorised Account holders only. Any breach of these Conditions by you will void this license.

- 6.4 You are responsible for ensuring that only persons or entities that have been properly authorised by you have access to the online services.
- 6.5 Some part of the online services may be provided by third parties and are subject to the terms and conditions of those third parties ("**Third Party Terms**"). By using such online services, you agree that your relationship with such third party shall be governed by the applicable Third Party Terms.
- 6.6 The online services work best with modern web browsers. Some features are also only available on mobile device applications and browsers. An active internet connection is required for access. A valid email address is required to register and for receiving communications and reports.
- 6.7 You agree that the online services may include certain communications from Nutrien Ag Solutions such as service announcements and/or administrative messages and that these communications are considered part of the online services.

## 7. WHAT YOU MUST NOT DO

- 7.1 In using the online services, you agree that you must not, whether directly or indirectly:
  - 7.1.1 carry out activities, or post or transmit any information or Material, which infringes or may infringe a third party's rights, are contrary to any relevant standards or codes or breach any laws or regulations;
  - 7.1.2 interfere with another individual's or entity's use and enjoyment of the online services or similar services;
  - 7.1.3 conduct or send surveys, contests, pyramid schemes, chain letters, junk email, spamming or other duplicative or unsolicited messages (whether commercial or otherwise);
  - 7.1.4 defame, harass, stalk or threaten any person;
  - 7.1.5 publish or distribute any defamatory, obscene, indecent or unlawful Material or information that could otherwise give rise to civil or criminal proceedings;
  - 7.1.6 use the online services to advertise or offer to sell or buy any goods or services other than in the manner provided by Nutrien Ag Solutions;
  - 7.1.7 collect information about others, including email addresses;
  - 7.1.8 create a false identity for the purpose of misleading others as to the identity of the sender or the origin of any message;
  - 7.1.9 transmit or upload any computer programs or other Material in breach of any intellectual property laws, rights of privacy or any other applicable laws;

- 7.1.10 interfere with or disrupt networks connected to the online services or violate the regulations, policies or procedures of such networks; or
- 7.1.11 attempt to gain unauthorised access to the online services, other accounts, computer systems or other networks connected to the online services, through password mining or any other means. This includes, without limitation:
  - 7.1.11.1 attempting to access information or data for which the user has no authorisation;
  - 7.1.11.2 attempting any breach of system or network security;
  - 7.1.11.3 attempting to introduce a virus to Nutrien Ag Solutions' computer system or network;
  - 7.1.11.4 sending unsolicited e-mails through Nutrien Ag Solutions' computer system or network.
- 7.2 Any violations of the online services or any Nutrien Ag Solutions system or network security may result in civil or criminal liability.

## 8. NUTRIEN AG SOLUTIONS MAY MONITOR THE ONLINE SERVICES

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

## 9. CHANGES TO THESE TERMS OF USE

- 9.1 Nutrien Ag Solutions may vary any of the conditions contained in these Terms of Use at any time by posting the updated Terms of Use on the Nutrien Ag Solutions website at [www.nutrienagsolutions.com.au/terms-and-conditions-privacy-policy](http://www.nutrienagsolutions.com.au/terms-and-conditions-privacy-policy). Your continued access to the online services or use of any of the online services after such notice will constitute acceptance of the variation in respect of all the online services accessible to you. If you disagree with any changed terms, you must cease use of the online services.
- 9.2 Supplemental terms and conditions may apply to your use of certain features and functionality of the online services which may be modified from time to time (the "**Supplemental Terms**"). Supplemental Terms are in addition to, and shall be deemed a part of, these Terms of Use. The Supplemental Terms shall prevail over these Terms of Use in the event of a conflict.

## 10. PERSONAL RIGHT

Unless otherwise agreed by Nutrien Ag Solutions, your right to use any of the online services that require authentication 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 online service using your password or any other methods of user authentication.

## 11. ONLINE SERVICES ARE PROTECTED BY INTELLECTUAL PROPERTY LAWS

- 11.1 You acknowledge and agree that the online services, including all related copyrights, trademarks, service marks,

trade names, patents, trade secrets, software, code, data, text, displays, photographs, video, images, layout, selections, arrangements, Material accessible using the online services and other intellectual and proprietary rights, whether or not registered, are the proprietary property of Nutrien Ag Solutions or the third party that provided the content to Nutrien Ag Solutions. Nutrien Ag Solutions, or the party that provided the content to Nutrien Ag Solutions, retains and reserves all right, title, and interest in and to the aforementioned and the online services. Except for the limited license provided for herein, these Terms of Use do not confer upon you any intellectual property rights in the online services.

- 11.2 You acknowledge that:

- 11.2.1 You must not use any copyright material or trademarks referred to above except in the manner described below.

- 11.2.2 You may:

- 11.2.2.1 make temporary copies to the extent necessary to browse the online services on screen; and

- 11.2.2.2 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).

- 11.3 The Technology in the online services may constitute valuable trade secrets of Nutrien Ag Solutions and other third-party developers, and you agree that you will not, nor will you permit any third party to: (1) access or attempt to access the Technology except as expressly provided in these Terms of Use; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Technology (7) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (8) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (9) monitor the availability, performance or functionality of the Technology; or (10) interfere with the operation or hosting of the Technology.

- 11.4 For the purposes of these Terms of Use "**Technology**," means not only the online services platforms, including their content, services, functions, features, and data, but also any databases, software, hardware and other technology that Nutrien Ag Solutions or third parties use to operate the online services, the structure, the organisation, and any underlying data, information and software code.

## 12. LINKS ARE NOT ENDORSEMENTS

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

## 13. SECURITY

- 13.1 Nutrien Ag Solutions is committed to protecting information received from users of the online services and any transaction instructions between Nutrien Ag Solutions and users of the online services.

Please refer to the Nutrien Ag Solutions Privacy Policy, for details on how personal information Nutrien Ag Solutions collects through your use of the online services will be managed.

- 13.2 Nutrien Ag Solutions has a number of security practices in place to protect the personal information of users of the online services. Nutrien Ag Solutions agrees to use industry recognised encryption algorithms and encryption strengths consistent with the classification and sensitivity of information received from users of the online services and any transaction instructions.
- 13.3 When accessing Secure Areas, you should use secure passwords that:
- 13.3.1 cannot be easily guessed;
  - 13.3.2 are not in written form; and
  - 13.3.3 are not disclosed to any third party.
- 13.4 Where you have registered for a function or service accessible via the online services 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.
- 13.5 In Non-secure 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.
- 13.6 Nutrien Ag Solutions and other third-party developers use reasonable means to protect the security of the online services, but you acknowledge that perfect security on the internet is impossible and you accept the risk that:
- 13.6.1 transmissions to or from the online services may be intercepted, used and modified by third parties; and
  - 13.6.2 Material obtained from or through the online services may contain computer viruses and other defects.

- 13.7 To ensure your security you should always take your own precautions which include running reputable anti-virus software on your computer.

## 14. CONTRIBUTING MATERIAL

- 14.1 You may upload or input, or permit your authorised users, Nutrien Ag Solutions or a third party, to upload or input certain data and your Materials onto the online services with respect to your Account or a project, your enterprise, a farm and/or land for or on your behalf including but not limited to: (a) data related to fuel use, location and field activity ("**Machine Data**"); (b) field boundaries, conservation and water rights and allocations (including purchase and sale), use, irrigation practices, weather, soil, tillage and agronomic reports, practices and insights, geospatial and environmental data, habitats, protected species and vegetation data ("**Land Data**"); (c) variety of seeds and other horticultural species planted, seeding rate, cultivation and pollination practices, disease and pest management practices, fertiliser and crop nutrition, rotation and farm practices, crop yield, crop loss, carbon, sustainability, biosecurity and other agronomy-related data ("**Agronomic Data**"); (d) business operations practices, financial and tax related information, transactional data for business inputs and outputs, productivity data, animal health and nutrition data, practices and insights, supply chain, transport, storage, pricing and market data, practices and insights and other reporting data; and all other data used to analyse business performance and to determine whether strategies should be adopted or adjusted ("**Farm Management Data**"), that is uploaded, inputted, transmitted, imported or stored by you or on your behalf using the online services including via third-party applications, collectively, referred to herein as "**Data**."
- 14.2 Subject to these Terms of Use, Material that you own and share using the online services continues to belong to you and you may request for the Material to be removed or exported in accordance with clause 14.8.
- 14.3 By submitting or authorising your Data to be uploaded to, transmitted by or otherwise posted using the online services, you represent and warrant that you have all of the necessary rights to do so, and (a) you automatically grant Nutrien Ag Solutions a perpetual, worldwide, royalty-free, irrevocable, transferable, sub-licensable, non-exclusive right and license to use, access, reproduce, display, publish, perform, distribute, adapt, modify, disclose, and create derivative works of your Data for any purposes subject to these Terms of Use and the Privacy Policy.
- 14.4 You warrant and agree that:
- 14.4.1 you have the right to grant the abovementioned licences and rights;
  - 14.4.2 you have all of the necessary rights, including copyright, in your Data you upload, contribute or otherwise publish using the online services and that your content is not defamatory and that it does not infringe any law or third party intellectual property rights; and

- 14.4.3 the Material does not breach the Conditions.
- 14.5 You agree that Nutrien Ag Solutions can use your Data in any way, now and in the future to provide services and goods to you including any marketing and promotional activities.
- 14.6 Nutrien Ag Solutions reserves the right to review, modify, reject or remove any of your Data that, in Nutrien Ag Solutions' opinion, violates the Conditions or otherwise has the potential to harm, endanger or violate the rights of any person.
- 14.7 Nutrien Ag Solutions may combine your Data with the data from other users of the online services and create anonymised, aggregated data for the purposes of providing goods and services, including without limitation enhanced online services or third-party services for you, other users or other third-parties, including for such secondary purposes such as research, development and training. To the extent any such non-personally identifiable data or information is collected or generated by Nutrien Ag Solutions, the data and information will be solely owned by Nutrien Ag Solutions and may be used by Nutrien Ag Solutions for any lawful business purposes.
- 14.8 If you want to remove or export your Material, Nutrien Ag Solutions will provide the raw Data to you upon receiving a written request. The Material will be provided in a common electronic form as determined by Nutrien Ag Solutions. You will have no right to export processed data, anonymised data or data that Nutrien Ag Solutions has merged with other data or with which Nutrien Ag Solutions has created reports.
- 14.9 Nutrien Ag Solutions is not responsible for, and accepts no liability with respect to, any information, data or Material uploaded, posted, transmitted or otherwise made available on the online services 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.
- 14.10 To the extent permitted by the law, you must not and must take all reasonable steps to ensure that your personnel and authorised users do not, sue, enforce any claim, bring any action or exercise any remedy in respect of any breach or alleged breach of any person's moral rights (as defined in the Copyright Act 1968 (Cth)), whether before or after the date of this Terms of Use, in respect of your Material or the use of the Data by Nutrien Ag Solutions and its assigns as permitted in these Terms of Use.
- 14.11 Nutrien Ag Solutions encourages you to let us know how we are doing or how you feel about the online services by providing feedback or suggestions ("**Feedback**"). Because Nutrien Ag Solutions may use your Feedback to improve the online services, you should not submit any information or ideas that you consider to be confidential or proprietary. You hereby assign to Nutrien Ag Solutions all rights in any Feedback and agree that Nutrien Ag Solutions may use your Feedback for any purpose without restriction.

## 15. DISCLAIMER AND LIMITATION OF LIABILITY

- 15.1 THE ONLINE SERVICES, INCLUDING ALL PLATFORMS, SERVICES AND CONTENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT A WARRANTY OF ANY KIND INCLUDING THAT THE USE OF THE ONLINE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, THIRD PARTY APPLICATIONS, SYSTEM OR DATA. TO THE EXTENT PERMITTED BY LAW, NUTRIEN AG SOLUTIONS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH REGARD TO THE ONLINE SERVICES AND ANY OTHER SUBJECT MATTER OF THESE TERMS OF USE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF YIELD RESPONSE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, NEITHER NUTRIEN AG SOLUTIONS NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF ANY ONLINE SERVICES. NUTRIEN AG SOLUTIONS DOES NOT GUARANTEE THAT THE ONLINE SERVICES WILL ALWAYS BE SAFE, SECURE OR FREE FROM ERRORS, NOR THAT THEY WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK.
- 15.2 UNLESS OTHERWISE EXPRESSED FOR A PARTICULAR ITEM OF INFORMATION OR ADVICE, THE ONLINE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR LEGAL, AGRICULTURAL, OR OTHER PROFESSIONAL ADVICE AND SUCH SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES AND GENERAL GUIDANCE ONLY. RELIANCE ON ANY ONLINE SERVICES, CONTENT, OR YOUR DATA APPEARING ON THE ONLINE SERVICES IS TO BE USED SOLELY AT YOUR OWN RISK INCLUDING (A) YOUR DATA UPLOADED TO OR MADE AVAILABLE ON THE ONLINE SERVICES AND (B)

ANY CONTENT YOU DOWNLOAD. IF YOU PROVIDE THIRD PARTIES ACCESS TO YOUR DATA, YOU ARE SOLELY RESPONSIBLE FOR ANY USE OR DISCLOSURE OF YOUR DATA BY THOSE THIRD PARTIES. SIMILARLY, IF YOU USE THE ONLINE SERVICES, YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF ANY DATA INCLUDING DATA.

15.3 TO THE EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS NUTRIEN AG SOLUTIONS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, LICENSORS, SERVICE PROVIDERS, CONTRACTORS, OWNERS, USERS, CUSTOMERS, LICENSEES, ASSIGNS, AND SUCCESSORS IN INTEREST (COLLECTIVELY, THE “**INDEMNIFIED PARTIES**” AND EACH, AN “**INDEMNIFIED PARTY**”) FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, FEES, FINES, EXPENSES, AND COSTS (INCLUDING ATTORNEYS’ FEES, COURT COSTS, DAMAGE AWARDS, AND SETTLEMENT AMOUNTS) THAT RESULT FROM ANY CLAIM OR ALLEGATION (“**CLAIM**”) AGAINST ANY INDEMNIFIED PARTY ARISING IN ANY MANNER FROM: (1) YOUR ACCESS TO OR USE OF THE ONLINE SERVICES; (2) YOUR VIOLATION OR ALLEGED VIOLATION OF APPLICABLE LAWS OR REGULATIONS; (3) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING ANY INTELLECTUAL PROPERTY RIGHT; (4) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; OR (5) YOUR BREACH OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THESE TERMS OF USE OR THE NUTRIEN AG SOLUTIONS PRIVACY POLICY. NUTRIEN AG SOLUTIONS WILL USE REASONABLE EFFORTS TO PROVIDE YOU WITH NOTICE OF ANY SUCH CLAIM, AND NUTRIEN AG SOLUTIONS WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM AT ITS OWN EXPENSE. NUTRIEN AG SOLUTIONS RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO YOUR DEFENSE OBLIGATION (WITHOUT LIMITING YOUR HOLD HARMLESS OR INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THAT MATTER), AND IN THAT CASE, YOU AGREE TO COOPERATE WITH NUTRIEN AG SOLUTION’S DEFENSE OF THAT CLAIM.

15.4 EXCEPT WHERE PROHIBITED BY LAW, NEITHER NUTRIEN AG SOLUTION NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS WILL BE LIABLE FOR (A) ANY CLAIM BY ANY THIRD PARTY OR (B) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, NON-ECONOMIC, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF ACCESS TO OR USE OF THE ONLINE SERVICES, EVEN IF NUTRIEN AG SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF, DAMAGE TO, OR ALTERATION TO YOUR DATA, CROPS, YIELD, OPPORTUNITIES, REVENUES, PROFITS, REPUTATION, OR COSTS OR LIABILITIES ASSOCIATED WITH THE PROCUREMENT OF SUBSTITUTE SERVICES, PRODUCTS, OR DUE TO BUSINESS INTERRUPTION. IN JURISDICTIONS WHERE THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15.5 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:

- 15.5.1 in relation to goods:
  - 15.5.1.1 the replacement of the goods or the supply of equivalent goods;
  - 15.5.1.2 the repair of such goods;
  - 15.5.1.3 the payment of the cost of replacing the goods or acquiring equivalent goods; or
  - 15.5.1.4 the payment of the cost of having the goods repaired; and
- 15.5.2 in relation to services:
  - 15.5.2.1 the supply of the services again; or
  - 15.5.2.2 the payment of the cost of having the services supplied again.

## 16. NOTICE

16.1 You may provide Nutrien Ag Solutions with any notice required or allowed under these Terms of Use by sending an email to [digital-support@nutrien.com.au](mailto:digital-support@nutrien.com.au).

Nutrien Ag Solutions may provide you with any notices required or allowed under these Terms of Use by sending you an email to your Account's primary email address or, in the case of any notice applicable both to you and other users of an online service, by posting the notice on your online services page(s).

- 16.2 Notice will be deemed given 24 hours after sending via e-mail or posting on the online service. If Nutrien Ag Solutions sends a notice to an e-mail address you have provided us, and it is invalid, incorrect, out of date, blocked by your service provider, or if you are otherwise unable to receive the email, then (a) Nutrien Ag Solutions will be deemed to have provided the notice to you 24 hours after sending, and (b) Nutrien Ag Solutions may deem your Account to be inactive and suspend your access to the online services.

## 17. PAYMENT FACILITY

- 17.1 We may engage third-party payments processing service providers, (**Third Party Processor**) to facilitate and provide an online gateway (**Payment Facility**) for you to pay your Nutrien Ag Solutions invoices and charges.

- 17.2 Each time you submit a payment request using the Payment Facility, you authorise and instruct the Third Party Processor and us to arrange for a payment to be debited from your nominated bank account or credit/debit card (**Bank Account**) in accordance with your instructions and subject to the terms and conditions for the Payment Facility and those of the Third Party Processor identified on the Payment Facility site.

- 17.3 By using the Payment Facility you agree that it is your responsibility to ensure that:

17.3.1 sufficient funds are available in your Bank Account to meet the submitted payment request. You may incur a charge if there are insufficient funds to satisfy the request;

17.3.2 you are the person with the authority as per the Bank Account signing instruction held by the relevant financial institution;

17.3.3 suitable arrangements are made to effect the payment to us if the submitted payment request is dishonoured, cancelled or terminated by you; by your financial Institution; or for any other reason.

- 17.4 The Bank Account details submitted pursuant to a submitted payment request are not retained by Nutrien Ag Solutions and we cannot monitor, see or access such details submitted by you via the Payment Facility.

## 18. TERMINATION

- 18.1 These Terms of Use are entered into as of the earlier of the date you first access or use any online services and will continue until terminated as set forth herein. These Terms of Use may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under these Terms of Use. Upon termination for any reason: (1) all rights, licenses, data, reports, services and subscriptions granted to you under these Terms of Use will terminate; and (2) you will immediately cease all use of and access to the online services, including all Services and content (3) Nutrien Ag Solutions has no obligation to maintain your Data. To the extent

permitted by any applicable law, Nutrien Ag Solutions will not be liable for any losses, damages and costs arising from termination of these Terms of Use.

- 18.2 Nutrien Ag Solutions reserves the right to terminate or suspend your access or Account immediately and without notice, in our sole discretion, for any or no reason, including if, in our sole opinion, you have violated these Terms of Use.

- 18.3 Clauses which by their nature are intended to survive termination of these Terms of Use, including without limitation clause The provisions of clauses 5, 7, 10, 13, 14, 15, 16, 18.3 24 and 25 survive the termination of these Terms of Use.

## 19. FORCE MAJEURE

Nutrien Ag Solutions shall not be liable for any damages due to a failure, default, or delay in performance of the online services or loss of data for any cause beyond its reasonable control, including without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications or transportation, power outages, governmental action or inaction, labor unrest, epidemics, terrorism, malicious interference, and failure of any information services shown to be a critical component of the online services.

## 20. SECURITY EMERGENCIES

If Nutrien Ag Solutions reasonably determines that the security of all or part of the online services or its infrastructure may be compromised due to hacking attempts, denial of service attacks or other malicious activities, Nutrien Ag Solutions may temporarily suspend the online services. Nutrien Ag Solutions has no obligation to provide prior notice of any suspension or other action taken for security reasons

## 21. ASSIGNMENT

Neither these Terms of Use, nor any rights or licenses granted hereunder, may be assumed by any party, or assigned or otherwise transferred, directly or indirectly, in whole or in part, whether by operation of law or otherwise without the prior written consent of Nutrien Ag Solutions. Nutrien Ag Solutions may freely assign these Terms of Use.

## 22. 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.

## 23. WAIVER

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

## 24. INCONSISTENCY

You are bound by these Terms of Use and any other 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.

**25. APPLICABLE LAW**

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

**26. QUESTIONS**

- 26.1 If you have any questions about these Terms of Use or security and the online services, please contact the Nutrien Ag Solutions Privacy Officer at [auscompliance@nutrien.com](mailto:auscompliance@nutrien.com).